

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, JANUARY 15, 2013 AT 6:00 P.M. IN THE COUNCIL
CHAMBERS**

MEMBER PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn, Magwood-Thomas and Wilson, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: None

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Barber gave the Invocation and led the Pledge of Allegiance.

3. Approval of Minutes

Regular Session—December 18, 2012

Council Member Clarke Hill moved to approve the minutes. Council Member Barber seconded the motion and it passed unanimously.

4. Recognition of Retiring City Employees

Mayor McIntosh read the Resolution in Recognition of James Burrows. **R01-2013-01**
Mr. Burrows and his wife Elaine were present.

James Burrows—Recreation Department—39 years

**RESOLUTION
IN RECOGNITION OF
JAMES BURROWS**

WHEREAS, James Burrows was employed by the City of Moultrie on September 24, 1973; and

WHEREAS, Mr. Burrows has faithfully served the City of Moultrie and its citizens in the Recreation Department; and

WHEREAS, Mr. Burrows has conducted himself in a manner which reflected positively on the City of Moultrie; and

WHEREAS, Mr. Burrows elected to retire from the City of Moultrie on January 4, 2013; and

WHEREAS, The Mayor and City Council desire to recognize James Burrows for thirty-nine years of dedicated service to the citizens of Moultrie and wish him a long and productive retirement.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Moultrie, that Mr. James Burrows be and hereby is officially commended on this 15th day of January 2013 for his many years of loyal service.

DONE THIS 15TH DAY OF JANUARY 2013

Mayor McIntosh read the Resolution of Recognition of Henry Dixon. **R01-2013-02**
Mr. Dixon and his wife Emma were present.

Henry Dixon—Public Works Department—23 years

**RESOLUTION
IN RECOGNITION OF
HENRY DIXON**

WHEREAS, Henry Dixon was employed by the City of Moultrie on June 1, 1989; and

WHEREAS, Mr. Dixon has faithfully served the City of Moultrie and its citizens in the Public Works Department; and

WHEREAS, Mr. Dixon has conducted himself in a manner which reflected positively on the City of Moultrie; and

WHEREAS, Mr. Dixon elected to retire from the City of Moultrie on January 4, 2013; and

WHEREAS, The Mayor and City Council desire to recognize Henry Dixon for twenty-three years of dedicated service to the citizens of Moultrie and wish him a long and productive retirement.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of Moultrie, that Mr. Henry Dixon be and hereby is officially commended on this 15th day of January 2013 for his many years of loyal service.

DONE THIS 15TH DAY OF JANUARY 2013

- 5. Presentation to Police Chief Frank Lang on behalf of the Georgia Crisis Intervention Team (CIT) Advisory Board and the Georgia Chapter of the National Alliance of Mental Illness—Georgia Bureau of Investigation Special Agent in Charge Steve Turner and Moultrie Mental Health Advocate Lynn Wilson**

Ms. Wilson recognized Chief Frank Lang for being one the most assertive and aggressive members of the Mental Health committee. She also recognized Sergeant Rob Rodriquez of the Moultrie Police Department as one of the CIT training officers.

Mr. Turner acknowledged Chief Lang for his exemplary leadership. Noting our community had two marquee incidences. With fifty percent our officers completing the training, the Moultrie Police Department is also training officers to teach the training. Special Agent Turner presented Chief Lang with the award and thanked him for his leadership.

Mayor McIntosh thanked Ms. Wilson, Mr. Turner and others for their service stating it had been a bright spot in our community.

6. City of Moultrie selected as a National Award Winner for the 29th Annual National Night Out (NNO) Event on behalf of the National Association of Town Watch (NATW)

Chief Lang presented Mayor McIntosh the National Award Winner for the 29th Annual National Night Out (NNO) Event on behalf of the National Association of Town Watch (NATW). The award is based on size of town.

7. Arbor Day Proclamation—Mayor McIntosh

Mayor McIntosh proclaimed February 15, 2013 as Arbor Day. The Arbor Day ceremony and location will be Magnolia Sports Complex.

8. Conduct Public Hearing regarding Alcoholic Beverage License Application for license to sell beer for off premises consumption (2011 West Boulevard)

Applicant Nihat Choudry, Owner

Location Mac's Super C #2
 2011 West Boulevard

Application License to sell beer for off premises consumption

9. Consider Alcoholic Beverage License Application to sell beer for off premises consumption (Location—2011 West Boulevard)

See Agenda Item Number 8

Items number 8 & 9 will be placed on the agenda for February 5, 2012.

10. Conduct Public Hearing regarding Alcoholic Beverage License Application for license to sell beer, wine and liquor by the drink for on premises consumption (Location—421 Veterans Parkway North)

Applicant Rhonda Michelle Reynolds, Manager

Location Neighborhood Restaurant Partners Florida Two, LLC
dba Applebee's Neighborhood Grill & Bar #9483
421 Veterans Parkway North

Application License to sell beer, wine and liquor by the drink for on premises consumption

Mayor Pro Tem Castellow presented an analysis of the application of Ms. Rhonda Michelle Reynolds to sell Beer, Wine and Liquor by the Drink for on premises consumption at Applebee's Neighborhood Grill & Bar, 421 Veterans Parkway North shows satisfactory credit with no collections, judgments or other public records. A check of her criminal history showed no criminal record with the Moultrie Police Department, Colquitt County Sheriff's office, NCIC or GCIC. The application was properly advertised. The property is properly zone and meets all building and code requirements.

Mayor McIntosh conducted the Public Hearing. No one came forward during the Public Hearing.

Ms. Reynolds was present to answer any questions.

11. Consider Alcoholic Beverage License Application to sell beer, wine and liquor by the drink for on premises consumption (Location—421 Veterans Parkway North)

See Agenda Item Number 10

Council Member Dunn moved to approve Alcoholic Beverage License Application to sell beer, wine and liquor by the drink for on premises consumption (Location—421 Veterans Parkway North). Council Member Clarke Hill seconded the motion and it passed unanimously.

12. Consider Temporary Alcoholic Beverage License Application to sell/dispense Beer, Wine and Spirituous Liquors for on premises consumption (Location—401 Seventh Avenue SW)

Applicant Colquitt County Arts Center, Jeffery D. Ophime

Location Arts Center
401 Seventh Street, SW

Date of Event—Friday, February 1, 2013

Mr. Ophime was present to answer any questions.

Council Member Dunn moved to approve Temporary Alcoholic Beverage License Application to sell/dispense Beer, Wine and Spirituous Liquors for on premises consumption (Location—401 Seventh Avenue SW). Council Member Barber seconded the motion and it passed unanimously.

13. Consider Temporary Alcoholic Beverage License Application to sell/dispense Beer and Spirituous Liquors for on premises consumption (Location—Spence Field)

Applicant Ronald K. Reagin
 Hunting Heritage Banquet

Location Spence Field

Date of Event—February 7, 2013

Mr. Reagin was unable to attend the meeting due to a conflict.

Council Member Barber moved to approve Temporary Alcoholic Beverage License Application to sell/dispense Beer and Spirituous Liquors for on premises consumption (Location—Spence Field). Council Member Magwood-Thomas seconded the motion and it passed unanimously.

14. Bids

- a) **Consider award of Bid for 2013 Curb and Sidewalk Repair Projects to low bidder, Johnny Brown III Concrete & Masonry Company, Moultrie, Georgia, in the unit bid amount of \$44.25 for all unit items**

Council Member Clarke Hill moved to award Bid for 2013 Curb and Sidewalk Repair Projects to low bidder, Johnny Brown III Concrete & Masonry Company, Moultrie, Georgia, in the unit bid amount of \$44.25 for all unit items. Council Member Dunn seconded the motion and it passed unanimously.

- b) **Consider award of Bid for one (1) Right of Way Tractor for Utilities Department—Water Division—to Southern Tractor, Moultrie, Georgia, low bidder meeting specs, in the amount of \$53,269.00**

Council Member Castellow moved to award Bid for one (1) Right of Way Tractor for Utilities Department—Water Division—to Southern Tractor, Moultrie, Georgia, low bidder meeting specs, in the amount of \$53,269.00. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

15. Consider Adjournment of Present City Council

Present City Council Adjourns

Council Member Castellow moved Adjournment of Present City Council. Council Member Barber seconded the motion and it passed unanimously.

16. Consider Reorganization of City Council for 2013

- 1) Appointment of Mayor Pro Tem
- 2) Salary of Council
- 3) Salary of Mayor
- 4) Appointment of City Manager
- 5) Appointment of City Attorney
- 6) Appointment of City Clerk and Assistant City Clerk
- 7) Appointment of Municipal Court Judge and salary
- 8) Council Committee Appointments—Authorize Mayor to appoint Council Committee Members for ensuing year
- 9) Designation of bank depositories
- 10) Authorization to sign checks
- 11) Auditors—Carr, Riggs & Ingram for FY 2011-12
- 12) Resolution—City Council meetings and procedures—R01-2013-03

Council Member Barber moved to approve Council Member Daniel Dunn as Mayor Pro Tem. Council Member Clarke Hill seconded the motion and it passed unanimously.

Council Member Castellow moved to approve the Council's salary for the ensuing year is set at \$495.00 monthly. Council Member Dunn seconded the motion and it passed unanimously.

Council Member Clarke Hill moved to approve the Mayor's salary for the ensuing year be set at \$580.00 monthly. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

Council Member Barber moved to appoint Mike Scott as City Manager for the ensuing year. Council Member Castellow seconded the motion and it passed unanimously.

Council Member Magwood-Thomas moved to appoint Mickey Waller as City Attorney for the ensuing year. Council Member Dunn seconded the motion and it passed unanimously.

Council Member Dunn moved to appoint Ella Fast as City Clerk for the ensuing year. Council Member Clarke Hill seconded the motion and it passed unanimously.

Council Member Castellow moved to appoint Brenda Ellison as Assistant City Clerk for the ensuing year. Council Member Barber seconded the motion and it passed unanimously.

Council Member Magwood-Thomas moved to appoint David Herndon as Municipal Court Judge and his salary be set at \$2,216.66 per month. Council Member Dunn seconded the motion and it passed unanimously.

Council Member Barber moved that the Mayor be authorized to appoint Council Committee members for the ensuing year. Council Member Castellow seconded the motion and it passed unanimously. **See Exhibit A—2013 Council Committee Appointments.**

Council Member Clarke Hill moved that Southwest Georgia Bank, Bank of America, NA and Ameris Bank be designated as the City's Bank depositories. Council Member Wilson seconded the motion with Council Member Barber abstaining from the vote. The motion passed with five yes votes.

Council Member Wilson moved that the Mayor, all Council members, City Manager and Director of Finance be authorized to sign checks. Council Member Barber seconded the motion and it passed unanimously.

Council Member Magwood-Thomas moved that Carr, Riggs & Ingram be named as Auditors for the FY 2011-2012 audit. Council Member Clarke Hill seconded the motion and it passed unanimously.

Council Member Wilson moved that the Resolution of City Council meetings and procedures be adopted for the ensuing year. Council Member Clarke Hill seconded the motion and it passed unanimously. Resolution **R 01-2013-03** below:

Resolution

BE IT RESOLVED by the Mayor and Council of the City of Moultrie and it is hereby ordained by authority of same as follows:

1. During the ensuing year, the Council of the City of Moultrie, Georgia, shall meet in Council Chambers at City Hall or other places as may be for necessity or convenience properly designated by them, on the first and third Tuesday of each month at 6:00 p.m.
2. All resolutions not having the effect of law may be introduced and finally passed at a single meeting by a vote of four members of the Council and shall become of full force and effect at once, unless otherwise provided in said resolution.
3. All resolutions having the effect of law shall be passed in the same manner as prescribed in the Charter of said City for the passage of ordinances.

4. The Clerk of the City of Moultrie shall keep appropriate books and records of proceedings of all meetings of the Council and shall likewise keep an appropriate record of all ordinances passed by said Mayor and Council, both which records shall be kept in permanent form.
5. Any regular meeting of the Mayor and Council may be recessed by a majority vote of the Councilmen in attendance to a time and place certain, or may, in like manner, recess any regular meeting, subject to call by the Mayor and at any such recess meeting, any business which could have been disposed of at the regular session may be transacted, completed and disposed of.

A recess meeting may be likewise again recessed, provided the time and place of such additional recess is certain as to time and place and does not occur at a date beyond which a regular meeting of Mayor and Council is scheduled to be held.

6. In addition to the regular meetings, Council shall meet in called meetings at the usual place for holding its meetings such time as may be fixed by the Clerk upon written request of the Mayor, City Manager or four (4) members of the Council, such meeting to be called by the Clerk.

The proceedings of all Council Meetings will be in accordance with "Roberts Rules of Order", provided the rules are not in conflict with any of the provisions of this resolution.

All resolutions and parts of resolutions in conflict herewith any of the provisions of this resolution are hereby repealed.

Done this 15th day of January 2013, A.D.

17. Consider Appointments to Airport Authority Board for per Recommendation of Airport Authority Board Members

Current term expires December 31, 2012
Reappointments—Tony Brock and Brent Maule

New appointment—Mike Boyd
(Randy Bannister resigning as Board Member)

Council Member Dunn moved to approve Appointments to Airport Authority Board per Recommendation of Airport Authority Board Members. Council Member Castellow seconded the motion and it passed unanimously.

18. Consider Setting Qualifying Fees and Authorize Publication

City Council to set qualifying fees at \$178.20 (3% of annual salary) for Councilperson and publish fees no later than February 1, 2013

Council Member Magwood-Thomas moved to approve Setting Qualifying Fees and Authorize Publication. Council Member Barber seconded the motion and it passed unanimously.

19. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

Rufus Jolly came before Council requesting the Leash Law be enforced.

20. City Manager's Report

City Manager Scott reported on the following:

Consider Private Sector Appointment Mr. Henry R. Crumley, Jr., to the Southwest Georgia Regional Commission.

Council Member Dunn moved to approve Private Sector Appointment Mr. Henry R. Crumley, Jr., to the Southwest Georgia Regional Commission. Council Member Clarke Hill seconded the motion and it passed unanimously.

21. Other Business

None

22. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:35 p.m.



City Clerk



Mayor

2013 Council Committees
As Appointed by Mayor McIntosh and
Submitted as Exhibit A in the January 15, 2013 Minutes

ALCOHOLIC BEVERAGES

Chair—Mayor Pro Tem—Council Member **Dunn**
Full Council

AUDITORIUM

McIntosh, Chair
Dunn
Wilson

FINANCE AND CONTRACTS

Barber, Chair
Wilson
Castellow

**INSURANCE, RETIREMENT &
EMPLOYEE BENEFITS**

Castellow, Chair
Dunn
Wilson
Magwood-Thomas

INTERGOVERNMENTAL

Wilson, Chair
Barber
Castellow
Magwood-Thomas

CNS

Barber, Chair
Wilson
Magwood-Thomas

RECREATION ADVISORY COMMITTEE

Dunn
Castellow
Clarke Hill
Michael R. Scott, City Manager (Appointment by Office)

APPOINTMENTS

McIntosh, Chair
Barber
Magwood-Thomas

LIBRARY BOARD

Magwood-Thomas

**PROPERTY, PLANNING
AND GROWTH**

Barber, Chair
Castellow
Clarke Hill

SPENCE FIELD

Dunn, Chair
Castellow
Clarke Hill

**TRAFFIC, PAVING &
CEMETERY**

Barber, Chair
Wilson
Magwood-Thomas

**JUDICIARY
COMMITTEE**

McIntosh, Chair
Dunn
Clarke Hill

**2013 Council Committees
As Appointed by Mayor McIntosh and
Submitted as Exhibit A in the January 15, 2013 Minutes**

911 ADVISORY BOARD

Kenny Hannon—Fire Chief (Appointment by Office)

Frank Lang—Police Chief (Appointment by Office)

Michael R. Scott, City Manager (Appointment by Office)

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, FEBRUARY 5, 2013 AT 6:00 P.M. IN THE COUNCIL
CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn, Magwood-Thomas and Wilson, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: None

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Dunn gave the Invocation and led the Pledge of Allegiance.

REGULAR AGENDA

The Regular Agenda includes Public Hearing(s) and/or items on which the City Council will consider individually and take action.

3. Conduct Public Hearing regarding Alcoholic Beverage License Application for license to sell beer for off premises consumption (1406 West Boulevard)

Applicant Nighat Choudry, Owner

Location Mac's Super C #2
1406 West Boulevard

Application License to sell beer for off premises consumption

Mayor Pro Tem Dunn presented an analysis of the application of Ms. Nighat Choudry to sell Beer for off premises consumption at Mac's Super C#2, 1406 West by Pass shows very satisfactory credit with no collections, judgments or other public records. A check of her criminal history shows no record with the Moultrie Police Department, Colquitt County Sheriff's office, NCIC or GCIC. The application was properly advertised. There is one school situated with 600 feet of the proposed building location. It meets all other zoning requirement and there were no building violations noted.

Mayor McIntosh conducted the Public Hearing. No one came forward during the Public Hearing.

Ms. Choudry was present to answer any questions.

4. Consider Alcoholic Beverage License Application to sell beer for off premises consumption (Location—1406 West Boulevard)

See Agenda Item Number 4

Council Member Dunn moved to approve Alcoholic Beverage License Application to sell beer for off premises consumption (Location—1406 West Boulevard). Council Member Barber seconded the motion and it passed unanimously.

5. Consider Temporary Alcoholic Beverage License Application to sell/dispense Beer, Wine and Spirituous Liquors for on premises consumption (Location—401 Seventh Avenue SW)

Applicant Colquitt Regional Foundation
 Marianne Bridges

Location Founder's Gala
 Arts Center
 401 Seventh Street, SW

Date of Event—Friday, February 21, 2013

Council Member Magwood-Thomas moved to approve Temporary Alcoholic Beverage License Application to sell/dispense Beer, Wine and Spirituous Liquors for on premises consumption (Location—401 Seventh Avenue SW). Council Member Castellow seconded the motion and it passed unanimously.

CONSENT AGENDA

The Consent Agenda includes routine items that the City Council will act on with a single vote. Any Council Member may pull any item from the Consent Agenda in order that the Council may act upon it individually.

6. Approval of Minutes

Regular Session—January 15, 2013

7. Consider Recommendation of Moultrie-Colquitt County Planning Commission to rezone 2.76 acres located in Land Lot Number 308 of the 8th Land District of Colquitt County, Georgia (1520 South Main Street), Place Ordinance on First and Second Reading, and call for a Public Hearing to be held February 19, 2013 at 6:00 p.m.

Applicant Jimmy Redding

Location 1520 South Main Street

Zoning R1A (Single Family Residential District) to

C1R (Restricted Neighborhood Business District)

8. **Consider Resolution of the City of Moultrie approving the Intergovernmental Participant Contract between the City of Moultrie and Electric Cities of Georgia (ECG) and authorize Mayor to sign Resolution and Contract Documents pending final review of Utilities Director and City Manager—R02-2013-04 as Exhibit A and Intergovernmental Participant Contract as Exhibit B**
9. **Consider Approval to submit Moultrie Downtown Development Authority Application for proposed Downtown Project Development located at 25 1st Street SE**

Total Projected Cost—\$208,000
Application requesting \$75,000 in Georgia Cities Revolving Loan Fund

10. **Consider Approval of Memorandum of Understanding between Georgia Department of Community Affairs and City of Moultrie**

Renewal agreement for participation in Georgia Main Street Program with Moultrie Main Street

11. **Consider Proposed Amendment to City of Moultrie Personnel Policy**

XXIII—SAFETY POLICY—Adding Section 23.03—Safety Meetings/Training Policy

12. **Bids**

- a) Consider award of bid for one (1) 55' Bucket Truck budgeted through Utility Department to low bidder, Altec Industries, Birmingham, Alabama, in the amount of \$179,856.00

Council Member Clarke Hill moved to approve the Consent Agenda Items 6-12a.
Council Member Dunn seconded the motion and it passed unanimously.

13. **Citizens to be Heard**

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

Barbara Jelks presented Council with a list of items for consideration for the Northwest Recreational facilities.

14. City Manager's Report

City Manager Scott reported on the following:

- a) Arbor Day Celebration—February 15, 2013 at 10:00 a.m.
Magnolia Recreation Complex—corner of By-Pass / Wal-Mart
- b) GMA 2013 Annual Convention in Savannah June 22—25, 2013
Please return your completed planning form to Brenda or Ella no later than
February 22nd

15. Other Business

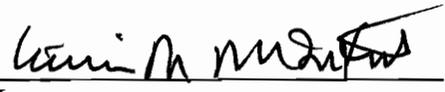
Council Member Castellow expressed her appreciation for the longleaf pines that were planted by Future Farmers of America at the Magnolia Sports Complex. Mayor McIntosh requested a letter of thanks be sent the Future Farmer of America. Council Clarke Hill echoed Ms. Jelks comments about the cleanup efforts last week after the storm that occurred in Northwest and how much they were appreciated.

16. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:12 p.m.



City Clerk



Mayor

**A RESOLUTION
OF THE
CITY OF MOULTRIE**

APPROVING THE INTERGOVERNMENTAL PARTICIPANT CONTRACT AMONG ALL PARTICIPANTS RESPECTING PARTICIPATION IN ELECTRIC CITIES OF GEORGIA, INC.; AUTHORIZING THE EXECUTION, DELIVERY AND PERFORMANCE OF SUCH CONTRACT; AND FOR OTHER PURPOSES

WHEREAS, all 52 political subdivisions or other governmental bodies owning or operating electric distribution systems in the State of Georgia (the "Participants"), including City of Moultrie (the "Participant"), caused to be formed Electric Cities of Georgia, Inc. ("ECG"), as successor to GMA's Electric Section, on September 2, 1992, in order to facilitate increased joint action among the Participants; and

WHEREAS, ECG is a Georgia nonprofit corporation under the Georgia Nonprofit Code and an instrumentality of the Participants under Section 115 of the Internal Revenue Code; and

WHEREAS, each Participant has entered into a Participant Services Contract, as amended and supplemented (together, the "Services Contracts") with ECG, evidencing, along with ECG's Articles and Bylaws, (a) each Participants' rights and obligations as an ECG Participant and (b) ECG's rights and obligations to the Participants, including to operate for the benefit of the Participants and in furtherance of ECG's purpose, as set forth in its Articles, "to permit each Participant to make the most efficient use of its powers by enabling it to cooperate with the other Participants on a basis of mutual advantage and thereby to provide services and facilities in a manner ... that will accord the best geographic, economic, population and other factors influencing the needs and development of local communities, thereby achieving economies of scale, maximizing the executive, managerial and professional expertise that can be made available and lessening the burdens of government"; and

WHEREAS, ECG operates on a nonprofit basis on behalf of each of the Participants, having no purpose other than to benefit the Participant directly or through economies of scale, and all of its Annual Costs and benefits are shared and allocated among the Participants; and

WHEREAS, in accordance with its Bylaws, ECG is controlled by its Board of Directors, which is elected by the Participants from nominees that are residents or employees of one of the Participants, and its Directors are obligated to perform their duties in a manner each believes to be in ECG's best interests, which necessarily and at all times includes the Participants' best interests; and

WHEREAS, the Participants desire to effect certain changes to their relationship with ECG and among each other to, among other things, provide more long term stability respecting each independent Service and more flexibility to improve existing Services over time and develop new services while protecting the Participants' rights and options respecting the Services as much as practicable; and

WHEREAS, the Participants and ECG desire that the Services Contracts be terminated effective on June 30, 2013 and have caused to be drafted an Intergovernmental Participant Contract, dated as of February 1, 2013, among the Participants (the "Contract"), which replaces the Services Contracts in their entirety and provides for ECG services to continue beginning July 1, 2013 under the Contract; and

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

Section 1. The Participant hereby finds and determines that it is in its best interest to contract with the other Participants under the terms of the Contract respecting participation in ECG. Capitalized terms used herein but not defined have the meanings set forth in the Contract.

Section 2. The Participant hereby approves and authorizes the execution, delivery and performance of the Contract, including the exhibits thereto, in substantially the form of the draft thereof presented at this meeting and filed in the Participant's meeting minutes, and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the discretion of the Mayor (the "Authorized Official") of the Participant, with advice of counsel. The Contract shall be executed by the Authorized Official, attested by the appropriate officer of the Participant, and shall have the Participant's seal affixed thereto, and shall be delivered to ECG on behalf of the other Participants, and when so executed and delivered, shall be binding upon the Participant in accordance with its terms. Execution of the Contract as authorized herein shall be conclusive evidence of the Participant's approval thereof.

Section 3. The Participant hereby authorizes the Authorized Official and City Managers, or either of them, to take any further actions and execute and deliver any other documents necessary to carry out the purpose of this Resolution, including without limitation completing and executing the Initial Confirmation and additional Confirmations from time to time and communicating the decisions of the Participant to ECG on behalf of the other Participants respecting any matter related to the Contract, as amended from time to time.

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

RESOLVED this 5th day of February, 2013.

CITY OF MOULTRIE

By: *Anna M. Montoy*
Its: MAYOR



Gillian Fast
As: City Clerk

CLERK/SECRETARY'S CERTIFICATE

I, the undersigned Clerk/Secretary of the CITY OF MOULTRIE (the "Participant"), DO HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of a Resolution adopted by the Participant at an open public meeting duly and lawfully assembled in accordance with Official Code of Georgia Annotated Section 50-14-1, at which a quorum was present and acting throughout. The original of the Resolution has been duly recorded in the minute book of the Participant, which is in my custody and control.

WITNESS MY HAND this 5th day of Feb, 2013



CITY OF MOULTRIE

Gella Fast
Its: Clerk/Secretary

EXECUTION VERSION

**ELECTRIC CITIES OF GEORGIA, INC.
INTERGOVERNMENTAL
PARTICIPANT CONTRACT**

BY AND AMONG

**EACH OF THE UNDERSIGNED POLITICAL SUBDIVISIONS
OF THE STATE OF GEORGIA OR
OTHER GOVERNMENTAL BODIES**

**DATED AS OF
FEBRUARY 1, 2013**

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EXHIBITS

Exhibit A – General ECG Service Provisions

Exhibit A-1 - Education, Training & Development (ET&D)

Exhibit A-2 - Distribution Engineering (DE)

Exhibit A-3 - National Accounts (NA)

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Exhibit A-7 - Joint Purchasing (JP)

Exhibit A-8 - Statewide Economic and Community Development (EcCD)

Exhibit A-9 - Annual Membership Fee

Exhibit B - Supplemental Contract Special Provisions

Exhibit C - Service Election Confirmation Form

Exhibit D - Federal Work Authorization Program

**INTERGOVERNMENTAL
PARTICIPANT CONTRACT**

This Intergovernmental Participant Contract (the "Contract"), made and entered into as of February 1, 2013 (the "Effective Date"), by and among each of the undersigned political subdivisions of the State of Georgia or other governmental bodies formed under the laws of the State of Georgia (each a "Participant," and collectively, the "Participants") in accordance with the Bylaws (as defined herein) of Electric Cities of Georgia, Inc. ("ECG").

WITNESSETH:

WHEREAS, the Participants caused ECG to be created as a Georgia nonprofit corporation organized to perform services on behalf of each of the Participants pursuant to the Georgia Nonprofit Code and designated ECG as an instrumentality of each of the Participants in accordance with Section 115 of the Internal Revenue Code; and

WHEREAS, ECG and each Participant have entered into a Participant Services Contract, dated as of March 1, 2009, as amended and supplemented (together, the "Services Contracts"), for the benefit of the Participants and in furtherance of ECG's purpose, set forth in its Articles (defined herein), "to permit each Participant to make the most efficient use of its powers by enabling it to cooperate with the other Participants on a basis of mutual advantage and thereby to provide services and facilities in a manner ... that will accord the best geographic, economic, population and other factors influencing the needs and development of local communities, thereby achieving economies of scale, maximizing the executive, managerial and professional expertise that can be made available and lessening the burdens of government"; and

WHEREAS, ECG operates on a nonprofit basis on behalf of each of the Participants, having no purpose other than to benefit the Participants directly or through economies of scale, and all of its Annual Costs and benefits are shared and allocated among the Participants; and

WHEREAS, in accordance with its Bylaws, ECG is controlled by its Board of Directors, which is elected by the Participants from nominees that shall be a resident or employee of one of the Participants; and

WHEREAS, ECG's Bylaws provide that each Director shall perform his or her duties in a manner the Director believes in good faith to be in the best interests of ECG, which necessarily and at all times include the best interests of the Participants; and

WHEREAS, the Participants desire to effect certain changes to their relationship with ECG and among each other to, among other things, provide more long term stability respecting each independent Service and more flexibility to improve existing Services over time and develop new services while protecting the Participants' rights and options respecting the Services as much as practicable; and

WHEREAS, the Participants and ECG desire that the Services Contracts be terminated effective on June 30, 2013, in accordance with ECG's notice of termination dated June 27, 2012, and have caused to be drafted this Contract, which replaces the Services Contracts in their entirety;

NOW THEREFORE:

For and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, it is agreed by and among the parties hereto as follows:

ARTICLE I TERM OF CONTRACT, DEFINITIONS

Section 101. Term.

(a) Initial Term. The term of this Contract shall begin and this Contract shall constitute a binding obligation of each party executing this Contract as of the Effective Date and shall extend until June 30, 2016 (the "Initial Term"). ECG shall begin providing the hereinafter defined Services on July 1, 2013 (the "Initial Service Date"). The Services Contracts shall terminate effective at midnight EST on June 30, 2013, in accordance with ECG's notice of termination thereof effective at such time; *provided* that all supplemental contracts entered into pursuant to the Services Contracts or incorporating the terms of the Services Contracts therein are intended to remain in full force and effect, becoming contracts among the Participants and supplemental hereto and incorporating the terms of this Contract therein in lieu of the terms of the Services Contracts; and *provided, further*, that the provisions of the Services Contracts (i) respecting payments due from the Participants and limitations of liability among the parties thereto shall survive such termination and (ii) ECG's duties to make payments to the Participants thereunder shall survive, *provided* that such duties shall be governed by the terms hereof in

lieu of the terms of the Services Contracts as if this Contract were an amendment, restatement, novation and merger of the Services Contracts in their entirety. For the avoidance of doubt, (i) all of ECG's obligations to the Participants (as defined in the Bylaws in effect on June 30, 2012) respecting the repayment of Contract Payments (as defined in the Services Contracts) shall survive the termination of the Services Contracts and shall remain in full force and effect in accordance with the terms set forth in Article III of the Services Contracts and (ii) this Contract constitutes the Participant Agreement (as defined in the Bylaws) as successor to the Services Contracts.

(b) Additional Terms. On the first day of each Fiscal Year (defined herein) after the Initial Service Date, this Contract shall be automatically extended for an additional 24-month period (such periods are referred to herein as the "Additional Terms," and together with the Initial Term, the "Term"), unless a party exercises its right to terminate its participation in this Contract pursuant to Section 101(c); *provided, however*, that this Contract shall terminate no later than January 30, 2063 in any event in accordance with the Intergovernmental Contracts Clause (Art. IX, Sect. III, Para. I) of the Georgia Constitution. For the avoidance of doubt, the intent of this Section is to effect rolling 24-month Terms beginning each Fiscal Year after the Initial Term, and in no event, shall an Additional Term exceed 24 months.

(c) Termination Rights. (i) Any party hereto may terminate its rights and obligations under this Contract in their entirety, or respecting particular Services, upon not less than 24 months' written notice (a "Termination Notice") to ECG in accordance with Section 407, on behalf of the other parties hereto, which termination is effective at the end of the last day of the 24-month Term next succeeding the Fiscal Year in which the applicable Termination Notice is received by ECG (such term referred to herein as a "Termination Term"). During a Termination Term, the Participant sending such notice (the "Terminating Participant") shall retain all of its rights and obligations respecting its Confirmed Services (defined herein) applicable to the Fiscal Year immediately preceding the Termination Term.

(ii) Notwithstanding anything herein to the contrary, from time to time, ECG may, at any time, suspend any Service, or any component thereof, that the Board has determined is no longer economically viable or otherwise is no longer in the best interests of the Participants upon not less than 60 days' written notice to the Participants, which notice will indicate whether the suspension is temporary or permanent. If no Participant has contested in writing the Board's determination that a permanent suspension is in the Participants' best interests within 30 days' of ECG sending notice of such determination, such suspended Service, or component thereof, shall terminate. ECG and any such

disputing Participant shall attempt to resolve any such dispute pursuant to Section 401. If no such resolution is reached, such a permanent suspension shall not take effect except pursuant to an amendment hereof in accordance with Section 403.

(iii) Each Participant shall have the right to terminate, suspend or reduce any or all Service(s) in the event continuing such Services would result in substantial economic hardship to such Participant as determined in the Board's reasonable discretion upon sufficient evidence of such hardship, which evidence may include, without limitation, substantial, long term Participant net revenue loss and other appropriate facts, including, without limitation, whether the Participant is treating other membership organizations and service providers similarly, if possible.

(iv) To the extent that a Participant has terminated its participation in this Contract at any time, or has terminated its participation in any Service two or more consecutive times, the Board may refuse to readmit a Participant as a party to this Contract on behalf of the other Participants, or provide the applicable Service(s) and ECG shall have no duty to provide any such Service(s), if the Board determines that doing so is likely to have a material adverse effect on the remaining Participants.

Section 102. Intergovernmental Contract. This Contract shall be an intergovernmental contract pursuant to Art. IX, Sect. III, Para. I of the Georgia Constitution, whereby each Participant agrees with the other Participants to fulfill its respective obligations hereunder, including concerning the costs incurred and revenues received by, and payment requirements and other rights and obligations, to ECG, as the actions of each Participant hereunder related to this Contract necessarily affect the other Participants. ECG shall be a third party beneficiary of this Contract. Each Participant hereby commits to the other Participants that it will utilize its voting power as a Participant of ECG as provided for in its Bylaws and Articles in such a manner as to require ECG to comply with all terms of this Contract.

Section 103. Definitions and Explanations of Terms.

As used herein:

“Additional Services” has the meaning set forth in Section 201(d) hereof.

“Additional Term” has the meaning set forth in Section 101(b) hereof.

“Affected Participants” has the meaning set forth in Section 403 hereof.

“Annual Budget” means with respect to a Fiscal Year, the budget or amended budget adopted by the Board, which budget shall contain itemized estimates of Annual Cost and all revenues, income, or other funds to be applied to such Annual Costs.

“Annual Membership Fee” has the meaning set forth in Article III.

“Annual Cost” means all costs and expenses attributable to the operation of ECG or the provision of the services contemplated by this Contract for a Fiscal Year, including, without limitation, salaries, performance bonuses, financing costs, debt service costs, office and equipment leases, reasonable reserves, fees for legal, accounting, consulting, and other services and all other costs and expenses properly related to the conduct of the affairs of ECG or its provision of Services hereunder.

“Articles” means ECG’s Articles of Incorporation as amended from time to time.

“Board” means the ECG Board established pursuant to ECG’s Articles and Bylaws and elected by the Participants pursuant thereto.

“Bylaws” means ECG’s Bylaws as amended from time to time.

“Confirmation” has the meaning set forth in Section 201(d).

“Confirmed Services” means, collectively, (a) the Initial Services or Additional Services that a Participant has agreed to take during the applicable Term, including the type and quantity of such Services, and (b) new or additional Services, or additional quantities of Service in excess of its Confirmed Services, if applicable, that the applicable Participant has requested, from time to time, in accordance with Section 201(d).

“Contract” means this Contract entered into among the Participants, as the same may be amended from time to time.

“ECG” means Electric Cities of Georgia, Inc.

“Fiscal Year” means July 1 to June 30 each year or such other 12 month period designated by ECG.

“Initial Confirmation” has the meaning set forth in Section 201(b).

“Initial Services” has the meaning set forth in Section 201(b).

“Initial Term” has the meaning set forth in Section 101.

“Monthly Billing Statement” means the billing statement rendered monthly to the Participants by ECG for each such Participants’ allocable portion of budgeted Annual Costs calculated in accordance herewith.

“Non-Participant” means any person or entity other than the Participants.

“Other Services” has the meaning set forth in Section 201(f).

“Participant” means any one of the Participants.

“Participants” means all political subdivisions or other governmental entities that are parties hereto or applicable subset thereof as indicated herein.

“Quantity Services” means the Services that have a quantity pricing component, i.e., Services the Annual Costs of which are allocated based, in whole or in part, on the quantity of the services use, e.g., hours used and training sessions attended.

“Reduction Year” has the meaning set forth in Section 201(c).

“Reduction Notice” has the meaning set forth in Section 201(c).

“Reduction Right” has the meaning set forth in Section 201(c).

“Services” means the services available to Participants from ECG hereunder. Initially, the Services are the Initial Services.

“Termination Notice” has the meaning set forth in Section 101(c).

“Termination Term” has the meaning set forth in Section 101(c).

“Terminating Participant” has the meaning set forth in Section 101(c).

“YES Amounts” has the meaning set forth in Section 205.

ARTICLE II CERTAIN OBLIGATIONS

Section 201. Budgeting and Service Confirmation.

(a) **Budgeting.** ECG will prepare and submit to the Participants a draft Annual Budget and final Annual Budget prior to the beginning of the next succeeding Fiscal Year. As required from time to time during any Fiscal Year, after notice to the Participants, the Board may adopt an amended Annual Budget for and applicable to such Fiscal Year for the remainder of such Fiscal Year. The Annual Budget for any Fiscal Year shall contain all of ECG's expected Annual Costs for such Fiscal Year, including, without limitation, reserves for potential Annual Costs in subsequent Fiscal Years. Aggregate Annual Budget increases over the Initial Term or any 24-month Renewal Term shall be limited to 10%. In calculating the amount of any such increases, ECG shall exclude increases related to (i) any Participant or Non-Participant increasing any Quantity Services or adding a new Service, (ii) any new Services, or component thereof, offered by ECG, (iii) any Participant exercising its rights hereunder, and (iv) directly

related to expected changes in Annual Costs beyond ECG's reasonable control, but reasonably necessary to maintain the quality of the Services.

(b) Initial Services. During the Initial Term, ECG shall offer the Participants the services listed on Exhibit A hereto, which is incorporated herein (the "Initial Services"), and provide the Initial Services to the applicable Participants that agree to take particular Initial Services by completing and executing an Initial Services confirmation form in substantially the form attached hereto as Exhibit C, which is incorporated herein (the "Initial Confirmation"), which Initial Confirmation shall be completed by April 30, 2013; *provided, however*, in the event that a Participant fails to complete, execute and deliver such Initial Confirmation, ECG shall (i) complete the Initial Confirmation on such Participant's behalf assuming that it desires to receive Initial Services hereunder substantially similar (in quality and quantity) to the services it received from ECG in the final Fiscal Year of the applicable Participant's Services Contract, except as modified herein, and (ii) provide a copy of any such ECG completed Initial Confirmation to such Participant on or before May 15, 2013; and such ECG completed Initial Confirmation shall take effect unless the applicable Participant delivers a complete and executed Confirmation to ECG by June 1, 2013.

(c) Reducing Quantity Services. A Participant may, at any time, reduce the quantity of a Quantity Service that it has a duty to receive, or for which it has payment obligations hereunder, during any succeeding Fiscal Year (each a "Reduction Year") beginning after not less than 24 months' written notice (a "Reduction Notice") to ECG, on behalf of the other Participants (such right to reduce is referred to herein as the "Reduction Right").

(d) Increasing Services. A Participant may, at any time, request that ECG provide it Services in addition to its Confirmed Services or an additional quantity of one or more of its Confirmed Services for Quantity Services ("Additional Services"), such request, and ECG's acknowledgment of its duty to fulfill it, to be evidenced by a confirmation in substantially the form as provided by ECG (the "Confirmation") executed by the requesting Participant and ECG. Any such Additional Service shall be provided by ECG, and received by the applicable Participant, for a 24-month Term beginning on the first day of the next succeeding Fiscal Year after execution and delivery of the applicable Confirmation, subject to annual renewal in accordance with Section 101, unless the Board has determined that the provision of such Additional Service will have a material adverse effect on any other Participant. At the request of a Participant, ECG, in its sole discretion, may begin providing any such Additional Service prior to the next Fiscal Year on terms mutually agreeable to ECG and the requesting Participant;

provided that, prior to so agreeing, ECG has determined that the early provision of such Additional Service will not have a material adverse effect on ECG or any other Participant.

(e) Additional Term Assumptions. In the event that a Participant fails to deliver a Confirmation or Reduction Notice respecting an Additional Term, the rights and obligations of such Participant hereunder shall remain the same for such Additional Term as they were during the immediate prior Fiscal Year, not taking into account Reduction Rights effective in such prior Fiscal Year, if any.

(f) Other Services. ECG may, directly or through an affiliate, offer, or Participants may request, other services from time to time not expressly provided for hereunder ("Other Services"). Except to the extent indicated in writing, Other Services shall be provided in accordance with the terms of this Contract, *provided* that a description of such Other Services and rates applicable thereto shall be set forth in writing prior to ECG providing any such Other Services.

(g) Services Flexibility. Exhibit A contains certain special provisions respecting certain Services.

Section 202. Records and Accounts; Annual Audit. ECG shall keep accurate records and accounts. Said accounts shall be subject to an annual audit by a firm of independent certified public accountants experienced in accounting for governmental or nonprofit entities to be submitted to ECG within 120 days after the close of each Fiscal Year. A copy of the annual audit shall be delivered to the Board, and made available to the Participants upon request.

Section 203. Monthly Billing. ECG shall bill the Participants each month during each Fiscal Year by providing each Participant with a Monthly Billing Statement for such month in an amount determined in accordance with the provisions of Exhibit A hereof. Such Monthly Billing Statement shall be paid by each Participant on or before the 10th day from the dated date of such Monthly Billing Statement. All payments from a Participant to ECG shall be by electronic funds transfer/ACH. Amounts due and not paid by a Participant on or before said day shall bear an additional charge of 1-1/2% percent per month for each month until the amount due is paid in full. At the end of each Fiscal Year, adjustments of billing shall be made in accordance with Section 205 hereof.

Section 204. Disputed Monthly Billing Statement. In case any portion of any Monthly Billing Statement received by a Participant from ECG shall be in bona fide dispute, such Participant shall pay the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, shall be credited to such Participant by ECG after such determination. In the event such Monthly Billing Statement is in dispute, ECG shall give consideration to such dispute and shall advise such Participant with regard to ECG's position relative thereto within 30 days following written notification by such Participant of such dispute by registered or certified mail. If such Participant continues to dispute ECG's position, said issue shall be submitted to binding arbitration pursuant to Section 401 hereof.

Section 205. Annual True-Up. Within a reasonable period after the end of each Fiscal Year, ECG shall determine if the aggregate amounts paid by the Participants with respect to the applicable Services was sufficient to provide recovery of all of the Annual Costs incurred by ECG with respect to such Services. In the event of an under recovery with respect to any such Service, ECG shall bill amounts respecting such under recovery to the applicable Participants. Similarly, amounts respecting an over recovery with respect to any such Service ("YES Amounts") shall (a) be paid to the applicable Participants or credited to ECG's succeeding Monthly Billing Statement(s) to the applicable Participants, at ECG's discretion, or (b) if an applicable Participant has provided written direction to ECG approving it, ECG may, at ECG's discretion, retain all or a portion of the over recovery amount allocable to such Participant on its behalf for use at the written direction of the applicable Participant, *provided* that the ECG Board may establish rules and policies regarding such retained amounts.

Section 206. Event of Default. Failure of a Participant to make any of the payments due under this Contract to ECG shall constitute a default on the part of such Participant hereunder. In the event of any such default, such Participant shall not be relieved of its liability for payment of the amounts in default, and the other Participants, and ECG on their behalf, shall have the right to recover from the defaulting Participant any amount in default. In addition to all other remedies available at law or in equity, ECG, on behalf of the other Participants, may terminate its and the other Participants obligations to the defaulting Participant or suspend the provision of any Services to such Participant hereunder during the continuance of any such default by such Participant. For the avoidance of doubt, a payment default by a Participant shall result in an under recovery in applicable Services to which such nonpayment relates. In

the event of litigation relating to the subject matter of this Agreement, the non-prevailing party (including ECG and the Participants) shall reimburse the prevailing party (including ECG and the Participants) for all reasonable attorney fees and costs resulting therefrom.

Section 207. Dissolution of ECG. Pursuant to ECG's Bylaws, in the event of the dissolution of ECG, all assets of ECG, after payment of all amounts due from ECG to third parties and to Participants, shall be allocated among, and paid to, the Participants, such allocation to be at the sole discretion of the Board.

ARTICLE III ANNUAL MEMBERSHIP

Section 301. Annual Membership. Similar to most other national and statewide trade organizations, the ECG Board may establish, from time to time, an annual fee for membership in ECG to fund certain overheads and core services to all Participants (the "Annual Membership Fee"), which shall be allocated among the Participants as set forth in Exhibit A hereto; *provided* that any increase in the Annual Membership Fee shall take effect on the first day of the next Fiscal Year beginning at least 24 months after approval thereof and after the Initial Term; *provided, further*, all Non-Participants receiving services from ECG shall be, and currently are being, charged fees in accordance with Section 411 and ECG shall work in good faith to implement a corporate or associate membership program with associated fees to benefit the Participants similar to most other national and statewide trade organizations. The initial aggregate Annual Membership Fee shall not exceed \$300,000.

ARTICLE IV MISCELLANEOUS GENERAL PROVISIONS

Section 401. Conflict Resolution. Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration, which, except as noted below, shall be conducted in accordance with the American Arbitration Association Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The following procedures shall apply with respect to any arbitration conducted in accordance with this Article:

(a) The arbitration proceeding shall be initiated by written notice identifying each claim. The parties shall work together in good faith to choose a single arbitrator agreeable to both parties. In the event the parties are unable to agree upon a single arbitrator, said arbitrator shall be chosen in accordance with the American Arbitration Association Commercial Arbitration Rules.

(b) The arbitration hearing shall be conducted either at the corporate headquarters of ECG or located within the governmental offices of the claimant. Said arbitration hearing shall be scheduled no later than 30 days upon completion of the selection of the three arbitrators.

(c) The arbitration proceeding shall be conducted in accordance with Georgia Rules of Evidence.

(d) The arbitrator shall have the right to assess the costs of the arbitration proceedings among the parties, including attorney's fees and costs to the prevailing party, but shall not have the authority to award punitive damages to the prevailing party.

Section 402. Assignment of Contract. This Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Contract; *provided, however*, that neither this Contract nor any interest herein shall be transferred or assigned by any party hereto except with the consent in writing of the other parties hereto, or ECG on behalf of the other Participants; *provided, further*, that such consent shall not be withheld unreasonably. No assignment or transfer of this Contract shall relieve the parties of any obligation hereunder. Assignment of any interest in this Contract by ECG to its lender(s) is hereby expressly approved and consented to.

Section 403. Amendment of Contract; Waiver. This Contract, including the exhibits, schedules, confirmations, attachments, and other documents related hereto, may be amended by instrument in writing executed with the same formality as this Contract; *provided, however*, that this Contract may be amended with the written approval of 75% of the Participants that would be affected by such amendment ("Affected Participants") using, (a) for amendments affecting all Services, the same weighted vote methodology set forth in the ECG Bylaws respecting the election of the Board, or (b) for amendments affecting less than all Services, the same such methodology except that the total dollar amount of the Annual Budget for the applicable Service and the Affected Participants' share thereof shall

be substituted for the total dollar amount of Services for which the Participants have agreed to receive, such approval to be evidenced by a written instrument executed and delivered by a sufficient number of the Affected Participants; *provided further* that no such amendment shall take effect upon the prior written objection of any Affected Participant, the Annual Costs allocable to which would be increased solely due to such amendment by more than 15% from the immediately prior Fiscal Year's Annual Budget compared to the same Annual Budget had the amendment been in effect for such Fiscal Year. For the avoidance of doubt, if a proposed amendment related to the description of, or allocation methodology of a single Service, then the Affected Participants shall only include those Participants that have agreed to receive such Service during the current and next succeeding Fiscal Year. ECG, on behalf of the Participants, may waive any provision of the Contract, from time to time, if the Board determines that such waiver will not have a material adverse effect on the Participants.

Section 404. Severability. In case any one or more of the provisions of this Contract shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity shall not affect any other provision hereof, but this Contract shall be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail in lieu of any provision hereof in conflict or not in harmony therewith.

Section 405. Governing Law. This Contract shall be governed by the laws of the State of Georgia.

Section 406. Counterparts. This Contract may be executed in multiple counterparts, and any one of such counterparts shall be considered an original hereof.

Section 407. Notices. Except as otherwise noted, all notices, requests, demands and other communications hereunder shall be in writing and shall be delivered personally, sent by nationally recognized overnight courier, or sent by facsimile transmission or electronic means (delivery receipt requested), in each case addressed to the appropriate party at the address shown in applicable

Confirmation or at such other address as such party shall have previously designated by written notice delivered to the party giving such notice. Except as otherwise permitted, any notice given in accordance herewith shall be deemed to have been given and received when delivered to the addressee, which delivery may be evidenced by (i) signed receipt of the addressee given to the courier or postal service, or (ii) by confirmed facsimile transmission or confirmed electronic means as provided in the following sentence, as the case may be. Notice by facsimile transmission or electronic means shall be deemed given and received upon transmission by the notifier of a faxed notice to the facsimile number or electronic mail address set forth above or designated pursuant to this Section, with confirmation on the sender's machine of the success of the facsimile or electronic transmission, as applicable. Notices respecting terminating a Services, adding Additional Services or Reduction Rights are effective only after ECG has confirmed receipt thereof in writing.

Section 408. Limitation of Damages. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS CONTRACT, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN FOR BREACH OF ANY PROVISION HEREOF, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND ALL OTHER REMEDIES OR DAMAGES FOR A BREACH HEREUNDER ARE WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL ANY OBLIGOR BE LIABLE TO ANY OTHER PARTY UNDER ANY PROVISION OF THIS CONTRACT OR IN CONNECTION WITH THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, IN TORT, CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS CONTRACT. TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO ANY PROVISION OF THIS CONTRACT IS AGREED BY THE PARTIES TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THAT SUCH PAYMENT CONSTITUTES A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES.

Section 409. Force Majeure. As used in this Contract, "Force Majeure Event" means any act or event whether foreseen or unforeseen, that meets all of the following tests:

(a) The act or event prevents a party (the "Nonperforming Party"), in whole or in part, from: performing its obligations under this Contract; or satisfying any conditions to the other party's obligations under this Contract.

(b) The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.

(c) The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds.

In the event of a named storm, tornado recorded by the National Weather Service, or other severe weather events (collectively, "Adverse Weather Event") or Force Majeure Event, the obligation to provide Services to Participant is suspended for a period of time reasonably appropriate to the Adverse Weather Event or Force Majeure Event to the extent performance of such Service requires ECG's employees or contractors to be located in physical proximity to such events. In the event of substantial system damage to Participant's distribution or transmission system (which will be communicated to ECG by Participant), Services will be suspended Participant until notice is given to ECG by Participant that it is ready to resume the Services.

Section 410. Inconsistency. In the event of any inconsistency among any of the following documents, the relevant document first listed below shall govern: (a) the exhibits and schedules to any Confirmation; (b) a Confirmation; (c) the exhibits and schedules hereto; and (d) this Contract.

Section 411. Purchase of Services by Non-Participants. ECG may provide services to Non-Participants subject to a determination by ECG that it has the capacity to provide the services requested by the Non-Participant. The fee for services charged by ECG to Non-Participants shall be established by the Board taking into account market conditions and the best interest of the Participants.

Section 412. New Participants. ECG is authorized to accept additional Participants on behalf of the Participants, which must be a political subdivision, authority, instrumentality or other governmental entity of the State of Georgia or any political subdivision thereof, which shall be effected by any such additional Participant(s) executing a counterpart of this Contract at any time; *provided*, that any such new Participant may be required to pay an entry charge determined by the Board and designed to protect the economic interests of the existing Participants; and *provided further*, that no such new Participant shall be accepted without the approval of the Board. The methodology pursuant to which Annual Costs for a Service are allocated among applicable Participants taking such Services may be amended or supplemented to account for appropriate modifications thereto related to a new Participant not being an electric utility, e.g., converting MMBtu sales to kWh sale respecting a natural gas utility.

Section 413. Terms and Conditions. Service hereunder shall be in accordance with such other terms and conditions as are established as part of ECG's service rules and regulations, which may be established by the Board but shall not be inconsistent with the provisions of this Contract. For the avoidance of doubt, any Service may be provided by subcontractors on ECG's behalf.

Section 414. Survival. Provisions of this Contract related to payment obligations, liability limitations, dispute resolution and other provision to the extent necessary to effect such provisions shall survive the termination of this Contract or any Service. Further, to the extent that an Annual Cost is incurred by ECG that directly relates to a Service rendered in a prior Fiscal Year and not the then current Fiscal Year (e.g., ECG is sued in the current Fiscal Year related to services rendered in a prior Fiscal Year), ECG may allocate, and the applicable Participants shall owe ECG for, such Annual Cost as if such Annual Cost had been incurred by ECG in such prior Fiscal Year.

Section 415. New Services. From time to time, ECG may offer new services hereunder to the Participants, which shall be effected in writing, including, without limitation, via a supplemental contract incorporating all or a portion of the terms hereof, and may be among all or any subset of the Participants. Upon any such new service being agreed to by any Participant, Exhibits A or B, as applicable, may be revised to, *inter alia*, reflect the terms of such new service.

IN WITNESS WHEREOF, each Participant has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Participants to each other is hereby acknowledged, all as of the day and year first above written.

[Signature Pages Begin on Next Page]

PARTICIPANT:

CITY OR COMMISSION OF

Montrie

By: William M McIntosh

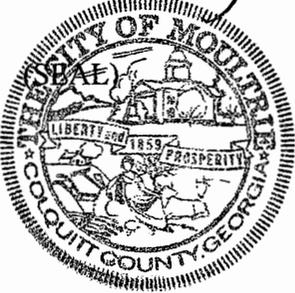
Print Name: William M McIntosh

Print Title: Mayor

Attest: Ella Fast

Print Name: Ella Fast

Print Title: City Clerk



[Intergovernmental Participant Contract,
As of February 1, 2013,
Among all ECG Participants]

Acknowledge, agreed to and
accepted by ECG:

ELECTRIC CITIES OF GEORGIA, INC.

By: _____
Chairman

Attest: _____
Secretary-Treasurer

(SEAL)

(SIGNATURES CONTINUE ON NEXT PAGE)

Exhibit A

GENERAL ECG SERVICE PROVISIONS

Allocation of Annual Costs Among Services. In preparing the Annual Budget and any adjustments or amendments thereto pursuant to the Intergovernmental Participant Contract (the "Contract"), made and entered into as of February 1, 2013, by and among each of the political subdivisions of the State of Georgia or other governmental bodies (each a "Participant," and collectively, the "Participants"), in accordance with the Bylaws of Electric Cities of Georgia, Inc. ("ECG"; capitalized terms set forth in this Exhibit have the respective means set forth in the Contract), each of the cost items included within the Annual Cost shall either be allocated among the Services on the basis of the ECG employee responsible for incurring or initiating said costs or to the Service(s) directly benefited by the cost item or as otherwise designated by ECG in the Annual Budget.

Allocation of Costs to Participants. The Initial Services are described in, and Annual Costs shall be allocated among the Participants agreeing to receive a Service, as evidenced by an Initial Confirmation, Confirmation or otherwise evidenced in writing (i.e., confirming the applicable Participant's agreement to receive such Service), pursuant to the methodologies set forth in Exhibits A-1 through A-9 hereof (each of which are sub-exhibits to this Exhibit and a part hereof), as updated from time to time pursuant to the Contract. Certain Services may be provided by ECG in accordance with supplemental contracts, special provisions related to which are set forth in Exhibit B to the Contract (which is a sub-exhibit to this Exhibit and a part hereof). ECG shall comply with Exhibit D to the Contract for all Services to the extent required by law.

Information. Participants shall provide ECG with any information it reasonably requests related to providing the Services or related to the Contract. From time to time, the Board shall determine the most reliable source of information necessary to effect the Contract in accordance herewith. To the extent practicable, the sources of such information shall be the same for all Services using substantially similar information. Issues related to effecting the Services or making the allocations provided for hereunder, shall be resolved by the Board in a manner not inconsistent herewith.

Monthly Billing Statements. Unless otherwise provided respecting a Service, each Participant's Monthly Billing Statement shall reflect 1/12th of the amounts owed by the applicable Participant for the applicable Fiscal Year for its Confirmed Services and any Annual Membership Fee in accordance with the Annual Budget, plus any other amounts due and owing from Participant to ECG hereunder or otherwise.

Definitions. As used in this Exhibit:

"Net Kilowatt Hour Purchases" means a Participant's total kilowatt hour purchases, except for loads served directly from the Integrated Transmission System through a dedicated substation, for the prior Fiscal Year, or for Participants not providing electric Service, such other appropriate calculations to be determined by the Board.

"Electric Sales" has the meaning set forth in Exhibit A-8.

Exhibit A-1

Education, Training & Development (ET&D)

The Education, Training & Development ("ET&D") Service includes providing training programs relating to the development of a skilled and educated work force to support retail distribution systems and local government operations.

Annual Costs for the ET&D Service shall be allocated by ECG in its discretion into two categories: Standard Costs and Special Costs.

Standard Costs. Standard Costs shall be allocated to each Participant confirming its agreement to receive the ET&D Service for a Fiscal Year (together, the "ET&D Participants") based upon a fixed and variable charge. The fixed component of such charge shall be determined by dividing the administrative overhead costs allocated to such Service by the number of ET&D Participants; the variable component (all Standard Costs excluding the fixed component) of such charge shall be determined by allocating the variable costs of such Service to each ET&D Participant based upon a percentage reflecting the total number of electric system employees of each such ET&D Participant budgeted to be trained by ECG as a percent of the total number of electric system employees of all Participants budgeted to be trained by ECG for the current Fiscal Year.

Special Costs. Prior to the adoption of the final Annual Budget each Fiscal Year, ECG shall notify the ET&D Participants of training sessions and other events and products that it plans to make available during the next succeeding Fiscal Year as "Special Cost" events or products and the expected price for each such Special Cost event or product. In accordance with the Contract, each ET&D Participant will confirm a total amount it intends to spend for Special Cost events or products during each Fiscal Year of the applicable Term ("Confirmed Amounts"). ECG shall provide ET&D Participants at least 45 days' advanced notice of all Special Cost events and products and ET&D Participants (a) may register with ECG for attendance at any such event at least 30 days' in advance thereof and (b) shall pay the related Special Costs in advance thereof in accordance with the procedures described below. Any such event or product may be cancelled, rescheduled or discontinued in ECG's discretion. The Monthly Billing Statement for any Special Cost shall be calculated on a cumulative year to date basis so that the total amount billed year to date shall be equal to the greater of either (i) total amount of events registered for, or products purchased, to date or (ii) Confirmed Amounts year to date billed in 1/12th monthly increments. If the amount paid to ECG year to date on the date of such an event or product purchase is insufficient to compensate ECG for the budgeted Annual Cost for such event or product purchase together with such ET&D Participant's share of all Special Costs to date, such ET&D Participant may attend such event or purchase such produce by paying the Special Cost thereof in advance. ECG may, in its sole discretion, permit late or onsite registration, but may charge the requesting ET&D Participant a premium.

Over and Under Recoveries. Over and under recoveries related to the ET&D Service shall be allocated on the same basis that Standard Costs are allocated. In making such determination, ECG shall include as incurred costs any amounts that it reimburses to an ET&D Participant or a Non-Participant with respect to un-utilized Confirmed Amounts.

ECG hereby establishes an ET&D reserve fund (each, an "ET&D Fund") for each ET&D Participant. The ECG Board may establish rules and policies regarding such ET&D Funds. At the end of each Fiscal Year, ET&D Participants with an ET&D Fund shall have the option to (a) deposit all or any portion of any over recovery amounts allocable to such ET&D Participant in its ET&D Fund or (b) exercise any option then available to Participants respecting YES Amounts in accordance with the Contract. Option (a) set forth in this section shall be the default option if no written directions are received by ECG from the applicable ET&D Participant before the end of the then current Fiscal Year. ET&D Funds shall be accounted for on a Participant-by-Participant basis.

Exhibit A-2

Distribution Engineering (DE)

The Distribution Engineering (DE) Service includes providing engineering and design support to promote a predictable, efficient and economical delivery of electric service at the retail level.

The Annual Costs for the DE Service shall be allocated to each Participant confirming its agreement to receive such Service for a Fiscal Year (together, the "DE Participants") pursuant to the methodology set forth below. Over and under recoveries related to such Service shall be allocated on the same basis.

Detailed Description of Methodology for Allocation

DE Annual Costs shall be allocated to each DE Participant based upon a fixed and variable charge. The fixed component of such charge shall be determined by dividing the administrative overhead Costs allocated to the DE Service by the number of DE Participants; the variable component (all DE Annual Costs excluding the fixed component) of such charge shall be calculated using the following criteria weighted as indicated below:

1. Net Kilowatt Hour Purchases. A percentage based on Net Kilowatt Hour Purchases for each DE Participant divided by the total Net Kilowatt Hour Purchases of all DE Participants.
2. Customers. A percentage based on the number of electric customers, determined in a manner acceptable to the Board from time to time, initially based on the Energy Information Administration (EIA) 861 report, divided by the total number of electric customers for all DE Participants.
3. Line Miles. A percentage based on a DE Participants' total electric line miles, determined in a manner acceptable to the Board from time to time, initially based on data provided by the Municipal Electric Authority of Georgia ("MEAG Power") or the Participant to the extent it is not a MEAG Power customer, divided by the total of all such electric line miles for all DE Participants.
4. Average Hours Used. For existing DE Participants, a percentage based on a DE Participants' rolling 5-year average of hours of DE Service used divided by the total of all such hours used by all DE Participants. For new DE Participants, the initial hours used allocation will be set at 250 hours until such time as actual hours used data is available.

Weighting of Criteria. The criteria shall be weighed as follows:

kWh Purchases	Customers	Line Miles	Hours
35.00%	15.00%	15.00%	35.00%

Exhibit A-3

National Accounts (NA)

The National Accounts ("NA") Service includes assisting Participants in developing strategic relationships with national account customers.

The costs for the NA Service shall be allocated to each Participant confirming its agreement to receive such Service for a Fiscal Year (together, the "NA Participants") based upon a fixed charge determined by allocating the costs of such Service to each NA Participant based upon a formula reflecting each such NA Participant's Electric Sales as a percent of the Electric Sales by all NA Participants. Provided, however, that the total annual amounts to be paid by each such NA Participant shall be no less than .52%, and no more than 5.2%, of the estimated annual budgeted costs for such NA Service. Any costs not recovered as a result of the application of the maximum limit shall be reallocated to each NA Participant that has not reached the maximum based upon the foregoing formula repeating such process as necessary to allocate 100% of such costs to NA Participants.

Exhibit A-4

Analytical (AN)

The Analytical ("AN") Service is an umbrella Service, including components formerly operated under the Services Contracts as Pricing and Sales Support, Major Accounts and Energy Services. Such services are now part of the initial AN Service offering and are described as follows:

- Activities designed to support and maintain the financial viability of Participant utility systems, including cost of service studies, retail rate design, assessment of power costs adjustments, analysis of inter-participant pricing transactions, comparative rate analysis, benchmarking and associated analysis and research.
- Activities designed to attract new major accounts and to improve relationships with existing major accounts, including customer choice proposals and key accounts programs.
- Activities designed to provide a broad range of technical services to support the needs and concerns of the retail customers, including key accounts, small commercial and residential customers, and AN Participant owned facilities. Examples of the deliverables include energy audits, infrared scanning and energy efficiency programs.

Additionally, a Participant confirming its agreement to receive the AN Service (all such Participant together, the "AN Participants") shall also have an option to participate in Hometown Connections upon agreement to pay an additional fee established by ECG. ECG may add additional components to the AN Service from time to time.

In accordance with the Contract, each AN Participants will confirm a total number of hours ("Confirmed Hours") that it intends to use for the AN Service during each Fiscal Year of the applicable Term. The Annual Cost allocated by ECG to the AN Service shall be allocated to each AN Participant on an hourly basis. The hourly rate shall be determined for the AN Service by dividing the budgeted Annual Costs for the AN Service by the estimated total number of hours that can be generated by employees dedicated to the AN Service. The AN Participant shall be billed at the hourly rate for each hour of AN Service confirmed by it until it utilizes the total number of Confirmed Hours for the applicable Fiscal Year. If an AN Participant utilizes more than its Confirmed Hours, then it shall continue to be billed for the additional hours exceeding its Confirmed Hours at the hourly rate until such excess hours exceed 25% of applicable Confirmed Hours for the applicable Fiscal Year; for any hours utilized in excess of 125% of the Confirmed Hours for the applicable Fiscal Year, said AN Participant shall be billed at the budgeted hourly rate plus 25% (the "Premium").

The Monthly Billing Statement shall be calculated on a cumulative year to date basis so that the total hours billed year to date shall be equal to the greater of either (i) total hours utilized to date or (ii) Confirmed Hours year to date billed in 1/12th monthly increments. ECG shall reimburse each AN Participant that has not utilized all of its Confirmed Hours for which it has paid ECG its unused Confirmed Hours times the applicable hourly rate as part of the annual true-up process provided for in the Contract; *provided, however*, that AN Participants shall not be reimbursed for any unused

Committed Hours. "Committed Hours" means 40% of each AN Participant's Confirmed Hours for the applicable Fiscal Year.

At the end of each Fiscal Year, ECG shall determine if the aggregate amounts paid by all AN Participants were sufficient to provide recovery of all of the actual costs incurred by ECG with respect thereto. In making such determination, ECG shall include as incurred costs any amounts that it reimburses to an AN Participant or a Non-Participant with respect to un-utilized Confirmed Hours. In the event of an under recovery with respect to AN Services, ECG shall allocate such under recovery to each of the AN Participants based upon a percentage derived by dividing the total of the greater the number of hours actually utilized by and the Committed Hours applicable to each AN Participant by the total number of such hours for all AN Participants. Similarly, an over recovery with respect to the AN Service shall be allocated to the AN Participants utilizing the same formula.

Amounts received by ECG from AN Participants resulting from (a) payments collected related to using fewer AN Service hours than the applicable Committed Hours or (b) any Premium payments collected related to any hours utilized in excess of 125% of the Confirmed Hours for the applicable Fiscal Year may be retained by ECG and used for any purpose in the Board's sole discretion; *provided* that, to the extent that there is an under recovery in the AN Service, such amounts shall be first applied thereto to reduce such under recovery. On or before April 1 of each Fiscal Year, an AN Participant may notify ECG of its desire to take an amount of hours in excess of its Committed Hours for one or more Fiscal Years respecting the AN Service. ECG shall agree to provide such excess AN Service so long as it determines that doing so is not expected to have a material adverse effect on ECG or any other Participant. Such agreement shall be evidenced by a Confirmation in a form acceptable to ECG on terms mutually agreeable to ECG and the requesting Participant.

Exhibit A-5

Hosted Service

The Hosted Service provides certain hosted, 'cloud-based' software solutions (each, a "Module") whereby ECG acquires to the right to use certain software on behalf of the Participants that confirm their agreement to take any Module or Modules (together, the "Hosted Participants"). The Hosted Service is an umbrella Service for all Modules, each of which is an offering provided by ECG in accordance with all license agreements and other agreements applicable to Hosted Service software, copies of which have been provided to Hosted Participants. By confirming its desire to use a Module, each Hosted Participant has agreed to comply with the terms or such agreement individually and as if such Hosted Participants were ECG.

The initial Modules include, among other things:

- Inventory/Materials Management, which includes, tools for managing inventory and materials.
- Work Order Management (CIS), which includes, tools for managing work orders.
- Fixed Asset Work Order Management (CMMS), which includes, tools for managing fixed asset preventive and corrective maintenance work orders.
- Outage Tracking (OTS), which includes, the ability to track electric outages and report on system reliability using industry standard measurements such as SAIDI, CAIDI, SAIFI, and MAIFI.

ECG may add additional Modules from time to time.

Costs for the Hosted Service shall be allocated to the Hosted Participants for a Fiscal Year based upon the number of Modules that a Hosted Participant confirms for such Fiscal Year as a percentage of the total Modules confirmed by all Hosted Participants for such Fiscal Year. Over and under recoveries related to such Service shall be allocated on the same basis. ECG may pass through from the applicable Module software provider or the Board may establish any initial configuration/setup fees or other fees that relate to only one Hosted Participant. The Board may establish discounts from time to time for Hosted Participants confirming multiple Modules.

Exhibit A-6

Aggregated (AG)

The Aggregated ("AG") Service is an umbrella Service for obtaining volume contracts for each Participant confirming its agreement to receive the AG Service (together, the "AG Participants"), initially including offerings such as tree trimming, pole inspection and treatment, metering testing and padmount inspection (each, an "Offering"). ECG may add additional Offerings from time to time. Such volume contracts are between a Participant and a contractor. ECG's AG Service includes bidding and other procurement assistance only.

Such Offerings shall be offered separately and an AG Participant may confirm as many of such Offerings ("Confirmed Offerings") as it chooses; and *provided* that, on or before April 1 of each Fiscal Year, each AG Participant may change its one or more Confirmed Offerings to any other Offerings for the next succeeding Fiscal Year by notify ECG in writing via execution and delivery of a Confirmation in a form acceptable to ECG. Additionally, if a Participant contracts with a contractor for an Offering using ECG AG Service bidding information, form contracts or other related information, then such Participant shall be deemed an AG Participant for the applicable Offering(s). The Annual Costs of the AG Service shall be allocated to the AG Participants for a Fiscal Year based upon the number of Offerings that an AG Participant confirms for such Fiscal Year as a percentage of the total Offerings confirmed by all AG Participants for such Fiscal Year. Over and under recoveries related to such Service shall be allocated on the same basis. The Board may establish discounts from time to time for AG Participants confirming more than one Offering.

Example

If there are 25 AG Participants confirming each of the tree trimming, pole inspection and treatment, metering testing and padmount inspection Offerings, each AG Participant shall be responsible for $1/100^{\text{th}}$ of the total costs of all AG Service for each of its confirmed Offerings for the applicable Fiscal Year. So, if Participant A has 3 confirmed Offerings, it shall be billed for $3/100^{\text{th}}$ of the total costs of all AG Service for the applicable Fiscal Year.

Exhibit A-7

Joint Purchasing (JP)

The Joint Purchasing ("JP") Service includes, among other things:

- Aggregating annual purchase needs across members for common utility inventory items,
- Aggregating purchase needs across members for larger, product-specific buys on a quarterly or as-needed basis (such as 3-phase transformers, large switchgear, etc.),
- Developing common standards and specifications for utility inventory items, and
- Developing the mechanism to buy/sell excess inventory.

ECG may add additional inventory and products from time to time. Purchase contracts for inventory and products are between a Participant and a contractor. ECG's JP Service includes bidding and other procurement and sales assistance only.

The Annual Costs of the JP Service shall be allocated to each Participant confirming its agreement to receive the JP Service for a Fiscal Year (together, the "JP Participants") based upon a fixed charge determined by allocating the costs of such Service to each JP Participant based upon a formula reflecting each JP Participant's Net Kilowatt Hour Purchases as a percentage of the total Net Kilowatt Hour Purchases by all JP Participants; *provided* that the total annual amount to be paid by each such JP Participant shall be no less than 2 percent and no more than 7.5 percent of the estimated Annual Budget for the JP Service. Any costs not recovered as a result of the application of the maximum cap shall be reallocated to each JP Participant that has not reached the maximum cap based upon the foregoing formula, which process shall be repeated until all costs of the JP Service are allocated to JP Participants. Over and under recoveries related to such Service shall be allocated on the same basis.

Exhibit A-8

Statewide Economic and Community Development (EcCD)

The Statewide Economic and Community Development ("EcCD") Service includes actively recruiting businesses and industry to the State of Georgia.

The allocation of Annual Costs of the EcCD Service to each Participant confirming its agreement to receive such Service for a Fiscal Year (each, an "EcCD Participant," and together, the "EcCD Participants") shall be calculated using the methodology and allocators described below. Over and under recoveries related to such Service shall be allocated on the same basis.

Allocation Cost Calculation

All allocators, including Submissions, Visits, Electric Customers and Electric Sales ("Allocators"), Participant class within each Allocator ("Class") and fees associated with each ("Fees") will be calculated as described below. The amount of the Annual Budget covered by the Submission and Visit Fee totals will be determined. That amount will then be subtracted from the total EcCD Annual Budget. The remaining EcCD Annual Budget will be divided equally between the Electric Customer and Electric Sales Allocators to determine the total amount to be allocated per class designation within each such Allocator. The determination respecting the annual Electric Customer and Electric Sales Fee that each class within such Allocator shall be charged shall be made by the Board during the Annual Budget process each Fiscal Year. The Fee for each Allocator applicable to each EcCD Participant, determined based on what Class it qualifies for respecting each of the four Allocators, will be added together to determine each EcCD Participant's budgeted EcCD Annual Costs.

Allocators

1. Submissions (five year fixed Fees with Classes floating annually). ECG will calculate a number based on the number of applicable properties in an EcCD Participant's city (or county, as applicable) submitted to potential economic development businesses ("Submissions") for the most current five calendar years of available submissions data. Submissions data is collected by ECG in accordance with ECG's uniform procedures and policies and obtained as needed from EcCD's internal project database.

Each Fiscal Year, ECG will utilize a five-year rolling average (most recent five calendar years of available data as of the date on which the initial draft Annual Budget is prepared each year) to calculate the Submission average of each EcCD Participant for the next Fiscal Year. Prior to, or simultaneously with, the approval of the initial draft Annual Budget each Fiscal Year, the Board shall determine what Submission Class is applicable to each EcCD Participant during the next succeeding Fiscal Year. Class categories and Fees for Submissions are hereby set for the initial five Fiscal Years of the Contract as shown in the Submissions Classes Table set forth below. Class categories and Fees for Submissions shall be reviewed by the Board, and adjusted by the Board, if appropriate, once for each succeeding five Fiscal Year period thereafter in the fifth year of each such period for the next succeeding period.

Submissions Classes Table:

Property Submission Class	5YR Submission Range		Class Fee
Class A	-	-	\$ -
Class B	0.01	0.99	\$ 750.00
Class C	1.00	2.99	\$ 2,500.00
Class D	3.00	4.99	\$ 4,500.00
Class E	5.00	6.99	\$ 6,500.00
Class F	7.00	8.99	\$ 8,500.00
Class G	9.00	10.99	\$ 10,500.00
Class H	11.00		\$ 12,500.00

2. Visits (five year fixed Fees with Classes floating annually). ECG will calculate a number based on the number of applicable properties in an EcCD Participant’s city (or county, as applicable) visited by, or meetings (live, teleconference or virtual) arranged by ECG for an EcCD Participant with, potential economic development businesses (“Visits”) for the most current five calendar years of available submissions data. Visits data is collected by ECG in accordance with ECG’s uniform procedures and policies and obtained as needed from EcCD’s internal project database.

Each Fiscal Year, ECG will utilize a five-year rolling average (most recent five calendar years of available data as of the date on which the initial draft Annual Budget is prepared each year) to calculate the Visits average of each EcCD Participant for the next Fiscal Year. Prior to, or simultaneously with, the approval of the initial draft Annual Budget each Fiscal Year, the Board shall determine what Visits Class is applicable to each EcCD Participant during the next succeeding Fiscal Year. Class categories and Fees for Visits are hereby set for the initial five Fiscal Years of the Contract as shown in the Visits Classes Table set forth below. Class categories and Fees for Visits shall be reviewed by the Board, and adjusted by the Board, if appropriate, once for each succeeding five Fiscal Year period thereafter in the fifth year of each such period for the next succeeding period.

Visits Classes Table:

Prospect Visit Class	5YR Prospect Visit Range		Class Fee
Class A	-	-	\$ -
Class B	0.01	0.99	\$ 2,000.00
Class C	1.00	1.99	\$ 5,000.00
Class D	2.00	2.99	\$ 8,000.00
Class E	3.00	3.99	\$ 11,000.00
Class F	4.00	4.99	\$ 14,000.00
Class G	5.00	5.99	\$ 17,000.00
Class H	6.00		\$ 20,000.00

3. Electric Customers (five year fixed Classes with Fees set annually). ECG will calculate a number based on each EcCD Participant's electric customers using the process described below ("Electric Customers"). Electric Customers information shall be determined in a manner acceptable to the Board from time to time, initially based on information from the U.S. Department of Energy's Energy Information Administration's Form EIA-861 each year. The Electric Customers number will be the sum of the customer class numbers for each class calculated using 100% of industrial customers and commercial customers and 45% of residential customers and others customers, if any. The resulting numbers per class will be added together to obtain the Electric Customer number per year to be used to determine the Electric Customer Class applicable to the next succeeding five Fiscal Year period for the applicable EcCD Participant. The most recent five calendar years of available data, as of the date on which the initial draft Annual Budget is approved in the applicable year, will be used to determine each EcCD Participant's average annual Electric Customers ("Average Customers") for the next succeeding five Fiscal Year period. The Average Customers number calculated by ECG will remain fixed for the next succeeding five Fiscal Year period. The Electric Customer Classes and criteria are set forth below in the Electric Customer Classes Table for the initial five Fiscal Year period. Such process shall be repeated once for each succeeding five Fiscal Year period thereafter. Prior to, or simultaneously with, the approval of the initial draft Annual Budget each Fiscal Year, Electric Customer Fees shall be established or reviewed by the Board, and adjusted by the Board, if appropriate, for the next succeeding Fiscal Year.

Electric Customer Classes Table:

Customer Class	Electric Cust. Range (Min)	Electric Cust. Range (Max)
Class A	-	500
Class B	501	1,100
Class C	1,101	2,000
Class D	2,001	3,000
Class E	3,001	4,000
Class F	4,001	5,500
Class G	5,501	10,000
Class H	10,001	

4. Electric Sales (five year fixed classes with Fees set annually). ECG will calculate a number based on each EcCD Participant's electric sales using the process described below ("Electric Sales"). Electric Sales information shall be determined in a manner acceptable to the Board from time to time, initially based on information from the MEAG Power Corporate Billing System (MCBS) for all MEAG Power Participants and the U.S. Department of Energy's Energy Information Administration's Form EIA-861 for EcCD Participants that are not MEAG Power customer. For the purposes of this calculation, kWh sales include all kWh purchased or generated and delivered to the EcCD Participant's electric utility distribution system and excludes kWh sales based on wholesale interruptible rates. The most recent five calendar years of available data, as of the date on which the initial draft Annual Budget is approved in the applicable year, will be used to determine each EcCD Participant's average annual Electric Sales ("Average Sales") for the next succeeding five Fiscal Year period. The Average Sales number calculated by ECG will remain fixed for the next succeeding five Fiscal Year period. The kWh

Classes and criteria are set forth below in the Electric Sales Classes Table for the initial five Fiscal Year period. Such process shall be repeated once for each succeeding five Fiscal Year period thereafter. Prior to, or simultaneously with, the approval of the initial draft Annual Budget each Fiscal Year, Electric Customer Fees shall be established or reviewed by the Board, and adjusted by the Board, if appropriate, for the next succeeding Fiscal Year.

Electric Sales Classes Table:

kWh class	kWh Sold Min	kWh Sold Max
Class A	-	10,000,000
Class B	10,000,001	55,000,000
Class C	55,000,001	110,000,000
Class D	110,000,001	170,000,000
Class E	170,000,001	300,000,000
Class F	300,000,001	500,000,000
Class G	500,000,001	750,000,000
Class H	750,000,001	

Implementation Method

The methodology described above (the “EcCD Model”) shall be phased in in five equal increments over the initial five Fiscal Years of the Contract as described below and in the following table:

Allocation Model	Implementation Percentage per Year					
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	FY14	FY15	FY16	FY17	FY18	FY19
Old Model	80%	60%	50%	40%	20%	0%
EcCD Model	20%	40%	50%	60%	80%	100%

“Old Model” means the allocation methodology for the Statewide Economic Development Service under the Service Contracts, excluding use of the Budget Stabilization Reserve (BSR) Fund and adjusted for the costs related to any Participants adding or dropping the Service.

The “Old Model Budget” will be calculated for the first five Fiscal Years of the Contract based on the Fiscal Year 13 (7/1/12 to 6/31/13) Annual Budget using the Old Model. An EcCD Participant’s allocation under the Old Model will remain constant during the initial five Fiscal Year period except to the extent of changes resulting from Participants adding or dropping the service.

For example, an EcCD Participant’s costs for each Fiscal Year will be calculated using both the Old Model and the EcCD Model. Its Fiscal Year 2014 (7/1/13 – 6/31/14) EcCD Annual Budget will be calculated by multiplying the resulting Old Model amount for such Participant by 80% and adding that to its cost under the EcCD Model multiplied by 20%.

Exhibit A-9

Annual Membership Fee

The aggregate Annual Membership Fee shall be allocated to the Participants for a Fiscal Year based upon ECG's calculations using each Participant's Electric Sales and the gross revenue of its electric system ("Gross Revenue") for the most recent annual period during which such information is available as a percentage of all such amounts from all Participants, using the weighting set forth below, provided that the minimum Annual Membership Fee due from any Participant shall be \$500. By executing the Contract, the Participants agree to pay the Annual Membership Fee, if any, allocable to each. Section 205 (Annual True-Up) is not applicable to the Annual Membership Fee.

Weighting of Criteria. The criteria shall be weighed as follows:

Electric Sales	Gross Revenue
30.00%	70.00%

Exhibit B

Supplemental Contract Special Provisions

Pole Attachment Services (PAS). Pole Attachment Services (“PAS”) will continue to be provided in accordance with each of the existing Supplemental Contracts (Pole Attachment Service) (the “PAS Supplemental Contracts”), each between ECG and certain Participants (the “PAS Participants”), related thereto, originally supplemental to the Services Contracts. In accordance with Section 101 of the Contract, the PAS Supplemental Contracts, on the Initial Service Date, shall cease to be supplemental to the Service Contracts and shall be supplemental to the Contract and references to the Service Contracts or sections thereof therein shall be replaced with comparable references to the Contract or applicable sections thereof therein. To the extent there is any conflict between the terms of a PAS Supplemental Contract and the Contract (e.g., the term), the Contract shall control. Additionally, if a Participant enters into a pole attachment agreement, joint use agreement or other agreement substantially similar to those prepared and negotiated by ECG on behalf of Participants confirming PAS, or adopts resolutions or ordinances substantially similar to the terms provided for in such agreement(s), then such Participant shall be responsible to ECG for payment of a fee established by the Board in an amount that, when combined with all other funds available for such purpose, including PAS Participant payments, is sufficient to reimburse ECG for all costs it has incurred respecting the applicable agreement, ordinance or resolution. After the Effective Date, Participants may agree to take the PAS by executing and delivering a PAS Supplemental Contract conformed to the Contract in a form acceptable to ECG.

Grant Services. Grant Services will continue to be provided in accordance with each of the existing Grant Services Contracts, each between ECG and a certain Participant, related thereto, originally supplemental to the Services Contracts. In accordance with Section 101 of the Contract, such Grant Services Contracts, on the Initial Service Date, shall cease to be supplemental to the Service Contracts and shall be supplemental to the Contract and references to the Service Contracts or sections thereof therein shall be replaced with comparable references to the Contract or applicable sections thereof therein. Unless waived by ECG, Grant Services is closed to Participants desiring to take Grant Services after the Effective Date except to the extent a Participant is currently party to a Grant Services Contracts on such date; *provided* that ECG may offer additional grant service to the Participants if future grant aggregation opportunities arise and shall document and agreements resulting therefrom with Supplemental Contracts if appropriate.

Smart Grid/Grid IQ Service. The Smart Grid/Grid IQ Service will continue to be provided by ECG Smart Grid LLC pursuant to its Participant Services Contract with applicable Participants. References in any such contract to the applicable Participant’s Services Contract or sections thereof therein shall be replaced with comparable references to the Contract or applicable sections thereof therein; provided that such contract shall not be a Supplemental Contract under the Contract.

Expanded Engineering. ECG will be offering Expanded Engineering services to the Participants and such service arrangements shall be documented by a Supplemental Contract. To the extent that any such contracts are entered into under a Service Contract prior to the Initial Service Date, then, in accordance with Section 101 of the Contract, such contracts, on the Initial Service Date, shall cease to be supplemental to the Service Contract and shall be supplemental to the Contract and references to the Service Contract or sections thereof therein shall be replaced with comparable references to the Contracts or applicable sections thereof therein.

Exhibit C

Service Election Confirmation Form

Electric Cities of Georgia, Inc.

**Participant Service Election Confirmation
July 1, 2013 - June 30, 2016**

This Participant Service Election Confirmation (this "Confirmation") is being executed pursuant to, and subject to, the Intergovernmental Participant Contract (the "Contract"), dated as of February 1, 2013, among each of the Participants, including the Participant executing this Confirmation (the "Confirming Participant"), in accordance with the Bylaws of Electric Cities of Georgia, Inc. ("ECG"), and constitutes Confirming Participant's Initial Confirmation or Confirmation, as applicable. The terms of this Confirmation are binding upon execution and delivery by Confirming Participant and acknowledgment by ECG. Capitalized terms used herein but not defined have the meanings set forth in the Contract.

Instructions:

Please indicate Confirming Participant's Service Elections by checking the appropriate YES/NO box. Complete quantity for Quantity Services.

Section 1 (Quantity Services)		Recommended Quantity (default)	Selected Quantity	YES	NO
Analytical Services (AN)	Hours			<input type="checkbox"/>	<input type="checkbox"/>
Education, Training & Development (ET&D) – <u>Special Costs/Events</u>	Amount (\$)			<input type="checkbox"/>	<input type="checkbox"/>
Section 2 (Umbrella Services)		Options		YES	NO
Hosted Service	<u>Modules</u>	Inventory/Materials Management		<input type="checkbox"/>	<input type="checkbox"/>
		Work Order Management (CIS)		<input type="checkbox"/>	<input type="checkbox"/>
		Fixed Asset Work Order Management (CMMS)		<input type="checkbox"/>	<input type="checkbox"/>
		Outage Tracking (OTS)		<input type="checkbox"/>	<input type="checkbox"/>
Aggregated (AG) Service	<u>Offerings</u>	Tree Trimming		<input type="checkbox"/>	<input type="checkbox"/>
		Pole Inspection And Treatment		<input type="checkbox"/>	<input type="checkbox"/>
		Metering Testing		<input type="checkbox"/>	<input type="checkbox"/>
		Padmount Inspection		<input type="checkbox"/>	<input type="checkbox"/>

Section 3 (Allocated Services)	
Distribution Engineering (DE)	<input type="checkbox"/>
Economic and Community Development (EcCD)	<input type="checkbox"/>
Educ., Training & Dev. (ET&D) – <u>Standard Costs/Events</u>	<input type="checkbox"/>
Joint Purchasing (JP)	<input type="checkbox"/>
National Accounts (NA)	<input type="checkbox"/>
Pole Attachment (PAS)	<input type="checkbox"/> *
*Formal confirmation for confirming PAS Service requires execution of a supplemental contract.	

YES	NO
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> *	<input type="checkbox"/>

<p>Contact Information</p> <p>CONFIRMING PARTICIPANT:</p> <p>NAME: [LEGAL NAME]</p> <p>Address: _____</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Email: _____</p>	<p>ECG:</p> <p>Electric Cities of Georgia, Inc.</p> <p>Address: _____</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Email: _____</p>
<p>Executed and delivered this ____ day of _____, 2013.</p> <p>CONFIRMING PARTICIPANT:</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p> <p>Confirming Participant's Authorized ECG Representative</p> <p>[SEAL]</p>	<p>Acknowledged and Accepted:</p> <p>ECG:</p> <p>By: _____</p> <p>Name: _____</p> <p>Its: _____</p>

Exhibit D

Federal Work Authorization Program.

ECG hereby acknowledges that its compliance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, including but not limited to ECG's current and continued participation in the federal work authorization program known as the "Employment Eligibility Verification (EEV)/Basic Pilot Program" (the "Federal Work Authorization Program"), is a condition of this Contract. Upon execution of this Contract, ECG shall promptly attest to its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by executing the Contractor's Affidavit attached hereto as Attachment A. The Contractor's Affidavit shall be attached to and become a part of this Contract. ECG further acknowledges that all portions of this Contract pertaining to its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, and any affidavits related thereto, shall be open for public inspection in Georgia at reasonable times during normal business hours.

ECG warrants that it is now, and will continue to be, in full compliance with the Immigration Reform and Control Act of 1986 (IRCA), specifically including all of its I-9 employer verification provisions. ECG warrants that it will continue to properly train its staff regarding the execution and retention of these I-9 employment verification forms. ECG warrants that it is not now, and has not ever been, subject to an I-9 employer verification audit. ECG warrants that it has an I-9 and verification policy that it implements throughout the company. Should ECG ever be made aware of any government audit of its employer verification system, it will notify the Participant of such an audit.

ECG warrants that any subcontractor who will provide services pursuant to this Contract shall comply with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02. ECG shall secure the attestation of such subcontractor's compliance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 by the subcontractor's execution of the ECG's Affidavit attached hereto as Attachment B, and any such executed subcontractor Affidavits shall become a part of the ECG's agreement with the subcontractor. ECG shall maintain records of all such ECG Affidavits for inspection by Participant at any time. ECG shall require all subcontractors to register and fully participate in the Federal Work Authorization Program to verify work authorization of all new employees and subcontractors. The failure of a subcontractor to register and fully participate in the Federal Work Authorization Program will be grounds for immediate termination of this Contract and any other agreement with ECG.

CONTRACTOR'S AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, stating affirmatively that the individual, firm, or corporation that is contracting with the Participant has registered with and is participating in the federal work authorization program known as the "Employment Eligibility Verification (EEV)/Basic Pilot Program" (the "Federal Work Authorization Program"), in accordance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02.

The undersigned further agrees that, should it employ or contract with any subcontractor in connection with the physical performance of services pursuant to this contract with Participant, contractor will secure from such subcontractor similar verification of compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02 on the Subcontractor Affidavit provided to contractor. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Participant at the time the subcontractor is retained to perform such service.

EEV/Basic Pilot Program User Identification
Number

(Contractor Name)

Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME THIS
____ DAY OF _____,
20____

Notary Public
My Commission Expires:

SUBCONTRACTOR'S AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02, stating affirmatively that the individual, firm, or corporation which is contracting with ECG has registered with and is participating in the federal work authorization program known as the "Employment Eligibility Verification (EEV)/Basic Pilot Program" (the "Federal Work Authorization Program"), in accordance with the requirements of O.C.G.A. Section 13-10-91 and Georgia Comp. R. & Regs. 300-10-1.02.

EEV/Basic Pilot Program User Identification
Number

(Contractor Name)

Date

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME THIS
____ DAY OF _____, 20____

Notary Public
My Commission Expires:

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, FEBRUARY 19, 2013 AT 6:00 P.M. IN THE COUNCIL
CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Castellow, Clarke Hill, Dunn, and Magwood-Thomas, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: Council Members Barber and Wilson

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Castellow gave the Invocation and led the Pledge of Allegiance.

3. Approval of Minutes

Regular Session—February 5, 2013

Council Member Dunn moved to approve the minutes, Council Member Magwood-Thomas seconded the motion and it passed unanimously.

4. Conduct Public Hearing to rezone land located in Land Lot Number 308 in the 8th Land District of Colquitt County Georgia (1520 South Main Street)

Applicants Jimmy Redding

Location 1520 South Main Street

Rezoning R1A (Single Family Residential District) to C1R (Residential Neighborhood Business District)

Daniel Parrish, Director of Community Planning and Development gave a Power Point Presentation on the rezoning.

Mayor McIntosh conducted the Public Hearing. No one came forward during the Public Hearing.

Mr. Redding was present to answer any questions.

5. Consider Third and Final Reading of Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended

See Agenda Item Number 4

Council Member Clarke Hill moved to approve the Third and Final Reading of Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended. Council Member Dunn seconded the motion and it passed unanimously.

Ordinance 2012-123

6. Conduct Public Hearing regarding application for 2013 Small Cities Community Development Block Grant (CDBG) for up to \$500,000

Funds must be used to benefit low and moderate income persons.

Activities for which the proposed funds may be used are in the areas of housing, public facilities, and economic development.

- 1) The maximum grant amount for Housing Grants is \$500,000. No cash match is required.
- 2) The maximum grant amount for Public Facilities Grants such as water, sewer, drainage, streets and buildings is \$500,000. Recipients must provide a 5 percent cash match for all funds received above \$300,000. The minimum cash match would be \$10,000.
- 3) The maximum grant amount for Economic Development Grants is \$500,000 with the same matching requirements as for public facility type projects.
- 4) Multi-Activity Grants involving both housing and public facility improvements have a maximum grant amount of \$800,000. The first \$300,000 received in the award is match free. The next \$200,000 received requires a 5 percent cash match. Any funds received above \$500,000 require a 10 percent cash match. The minimum cash match would be \$40,000.

Purpose of hearing is to allow the public opportunity to provide input concerning potential projects.

Mayor McIntosh conducted the Public Hearing.

City Manager Scott stated the Purpose of the Public Hearing.

7. Consider Adoption of Resolution to submit a Small Cities Community Development Block Grant (CDBG) Application and Designate Mayor to act as Certifying Official for the project

Authorizing preparation and submittal of a Community Development Block Grant (CDBG) Application for 2013 funding cycle

Council Member Clarke Hill moved to approve Adoption of Resolution to submit a Small Cities Community Development Block Grant (CDBG) Application and Designate Mayor

to act as Certifying Official for the project. Council Member Castellow seconded the motion and it passed unanimously. **R02-2013-05**

8. Consider First and Second Reading of Ordinance to amend the Traffic and Vehicles Ordinance for the City of Moultrie, to Repeal Conflicting Ordinances, and for other purposes

No Parking signage and crosswalk to be installed on 5th Avenue SW between Main Street and 1st Street SW

Council Member Castellow moved to approve First and Second Reading of Ordinance to amend the Traffic and Vehicles Ordinance for the City of Moultrie, to Repeal Conflicting Ordinances, and for other purposes. Council Member Clarke Hill seconded the motion and it passed unanimously.

9. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

No one came forward.

10. City Manager's Report

11. Other Business

Council Member Clarke Hill expressed her appreciation for resubmitting the CDBG application.

12. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:12 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, MARCH 5, 2013 AT 6:00 P.M. IN THE COUNCIL CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn, Magwood-Thomas and Wilson, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: None

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Barber gave the Invocation and led the Pledge of Allegiance.

REGULAR AGENDA

The Regular Agenda includes Public Hearing(s) and/or items on which the City Council will consider individually and take action.

3. Conduct Public Hearing regarding application for Special Use Permit (Location—3300 Freedom Lane)

Applicant Henry D. Mallard

Location 3300 Freedom Lane

Special Use To operate an auction within an M-2 (General Industrial District) zoning

Daniel Parrish, Director of Planning and Community Development gave a power point presentation.

Mr. Mallard was present to answer questions.

Mayor McIntosh conducted the Public Hearing. No one came forward during the Public Hearing.

4. Consider Application for Special Use Permit

See Agenda Item Number 3

Council Member Dunn moved to approve the Application for Special Use Permit (Location—3300 Freedom Lane). Council Member Barber seconded the motion and it passed unanimously.

5. Consider Temporary Alcoholic Beverage License Application to sell/dispense Beer and Wine for on premises consumption (Location—401 Seventh Avenue SW)

Applicant Colquitt County Career Achievement Award
Brooks Sheldon

Location Arts Center
401 Seventh Street, SW

Date of Event—Thursday, March 21, 2013

Council Member Dunn moved to approve Temporary Alcoholic Beverage License Application to sell/dispense Beer and Wine for on premises consumption (Location—401 Seventh Avenue SW). Council Member Clarke Hill seconded the motion and it passed unanimously.

6. a) Consider Third and Final Reading of Ordinance to amend the Traffic and Vehicles Ordinance for the City of Moultrie, to Repeal Conflicting Ordinances, and for other purposes

No Parking signage and crosswalk to be installed on 5th Avenue SW between Main Street and 1st Street SW

Council Member Clarke Hill moved to approve Third and Final Reading of Ordinance to amend the Traffic and Vehicles Ordinance for the City of Moultrie, to Repeal Conflicting Ordinances, and for other purposes

b) Consider First and Second Reading of Ordinance to amend the Traffic and Vehicles Ordinance for the City of Moultrie, to Repeal Conflicting Ordinances, and for other purposes

Rename Barrel Factory Alley Road to 4th Street SE to correlate with E911 and map designation naming

Council Member Magwood-Thomas moved the approve First and Second Reading of Ordinance to amend the Traffic and Vehicles Ordinance for the City of Moultrie, to Repeal Conflicting Ordinances, and for other purposes. Council Member Barber seconded the motion and it passed unanimously.

7. Consider Resolution of the City of Moultrie recognizing Georgia Cities Week April 20—27, 2013, as a state-wide event with theme entitled “*Cities: Where the Action Is!*” and encouraging all citizens to support the celebration and corresponding activities

Georgia Cities Week sponsored by the Georgia Municipal Association (GMA) is an opportunity to showcase and celebrate cities and the services they provide. Council Member Clarke Hill moved to approve the Resolution of the City of Moultrie recognizing Georgia Cities Week April 20—27, 2013, as a state-wide event with theme entitled “*Cities: Where the Action Is!*” and encouraging all citizens to support the celebration and corresponding activities. Council Member Castellow seconded the motion and it passed unanimously. **R03-2013-06**

8. Consider Designation of Monday, April 22, 2013 through Friday, April 26, 2013 Annual Spring Cleanup Week

April has been designated as Keep Georgia Beautiful Month, and in conjunction with “Keep America Beautiful’s Great American Cleanup”, the City of Moultrie encourages all City of Moultrie residents to help keep Moultrie clean and beautiful.

Council Member Magwood-Thomas moved to approve Designation of Monday, April 22, 2013 through Friday, April 26, 2013 Annual Spring Cleanup Week. Council Member Castellow seconded the motion and it passed unanimously.

9. Bids

- a) Consider award of bid for one (1) Skid Steer Loader—Sewer Department— to low bidder, Yancey Brothers, Valdosta, Georgia, in the total bid amount of \$39,588.00

Council Member Clarke Hill moved to approve award of bid for one (1) Skid Steer Loader—Sewer Department— to low bidder, Yancey Brothers, Valdosta, Georgia, in the total bid amount of \$39,588.00. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

- b) Consider award of quote for Equipment to Outfit new Police Cars and Authorization to Purchase from Higher Bidder to West Chatham Warning Devices, Inc, Savannah, Georgia, in the total amount of \$35,429.65

Council Member Barber moved to approve award of quote for Equipment to Outfit new Police Cars and Authorization to Purchase from Higher Bidder to West Chatham Warning Devices, Inc, Savannah, Georgia, in the total amount of \$35,429.65. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

CONSENT AGENDA (ITEMS #10—13)

The Consent Agenda includes routine items that the City Council will act on with a single vote. Any Council Member may pull any item from the Consent Agenda in order that the Council may act upon it individually.

10. Approval of Minutes

Regular Session—February 19, 2013

11. **Consider First and Second Reading of Ordinance Amending Chapter 118—Vehicles For Hire**
12. **Consider Report from Appointments Committee—Mayor McIntosh—Exhibit A**
13. **Consider Appropriation Resolution AR 2012-13--#1 Budget Amendment**

Council Member Castellow moved to approve the Consent Agenda Items 10-13. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

14. **Citizens to be Heard**

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

No one came forward.

15. **City Manager's Report**

- a) **Consider Resolution Opposing House Bill 282 and sending to Legislative Members**

Council Member Magwood-Thomas moved to approve Resolution Opposing House Bill 282 and sending to Legislative Members. Council Member Clarke Hill seconded the motion and it passed unanimously. **R03-2013-07**

- b) **Consider Resolution Opposing House Bill 176 and sending to Legislative Members**

Council Member Dunn moved to approve Resolution Opposing House Bill 282 and sending to Legislative Members. Council Member Barber seconded the motion and it passed unanimously. **R03-2013-08**

16. **Other Business**

Council Member Dunn recognized Leadership Project Program participants Harrison Isaacs and Erica Mobley.

17. **Adjourn**

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:16 p.m.



City Clerk



Mayor Pro Tem

2013 BOARD / COMMITTEE APPOINTMENTS
City of Moultrie

DOWNTOWN DEVELOPMENT AUTHORITY – 6 YEAR TERM

<u>Current Appointee</u>	<u>Term</u>
David Herndon	1/1/09—12/31/14
Steve Lazarus	1/1/09—12/31/14
Wayne Cooper	1/1/10—12/31/15
Jimmy Jeter	1/1/10—12/31/15
Butch Parrish	1/1/13—12/31/18
Lisa Clarke Hill	1/1/13—12/31/18
James Lowe	1/1/13—12/31/18
Dewitt Drew—ADHOC Member	1/1/13—12/31/13

BOARDS OF TRUSTEES, RETIREMENT FUND (PENSION BOARD) –2 YEAR TERM

<u>Current Appointee</u>	<u>Term</u>
Dewitt Drew	1/1/12—12/31/13
Ronnie Marchant	1/1/12—12/31/13
Daniel Dunn	1/1/12—12/31/13
Ella Fast	1/1/12—12/31/13
Roger King	1/1/13—12/31/14
Mickey Waller	1/1/13—12/31/14
Bruce Vines	1/1/13—12/31/14

HISTORIC PRESERVATION COMMISSION – 3 YEAR TERM

<u>Current Appointee</u>	<u>Term</u>
Jim Soos	1/1/11—12/31/13
Larry Franklin	1/1/11—12/31/13
Carrie Viohl	1/1/11—12/31/13 (to fill unexpired term of Jo Ann Hancock)
Billy Fallin	1/1/11—12/31/13
Robbie Costin	1/1/11—12/31/13
Keith Brown	1/1/13—12/31/15
Jody Fitzpatrick	1/1/13—12/31/15
Amy Johnson (Ex Officio – Main Street Director)	
Daniel Parrish (Ex Officio—Planning and Community Development Director)	

2013 BOARD / COMMITTEE APPOINTMENTS

City of Moultrie

MOULTRIE-COLOQUITT COUNTY PLANNING COMMISSION—3 YEAR TERM

<u>Current Appointee</u>	<u>Term</u>	
Lillar Shepheard	1/01/11—12/31/13	
Wayne Perry	1/01/11—12/31/13	
Margaret Mathis	1/01/11—12/31/13	
Camilla McLean	1/01/13—12/31/15	
Eric Wingate	1/01/13—12/31/15	
Vacancy	1/01/13—12/31/15	(Warren Taylor serving until filled)

ZONING BOARD OF ADJUSTMENTS & APPEALS – 5 YEAR TERM

<u>Current Appointee</u>	<u>Term</u>	
Valerie Alderman	1/1/09—12/31/13	
Dorothy Blount	1/1/10—12/31/14	
Doug Strange	1/1/10—12/31/14	(To fill unexpired term of Frank Cox)
Bill Christopher	1/1/11—12/31/15	
Jody Slocumb	1/1/12—12/31/16	

MOULTRIE-COLOQUITT COUNTY DEVELOPMENT AUTHORITY – 2 YEAR TERM

<u>Current Appointee</u>	<u>Term</u>	
Jim Ward	1/1/12—12/31/13	
Barbara Jelks	1/1/12—12/31/13	
Daniel Dunn	1/1/11—12/31/14	Reappointed by Council 11/06/12
Ronnie Marchant	1/1/11—12/31/14	Reappointed by Council 11/06/12

TREE COMMITTEE – 2 YEAR TERM

<u>Current Appointee</u>	<u>Term</u>
Alma Fleming	1/01/12—12/31/13
Lucy Whelchel	1/01/12—12/31/13
Planning Commission Chair	1/01/12—12/31/13
City Manager Mike Scott	1/01/12—12/31/13
Daniel Parrish	1/01/12—12/31/13
Freddie Farrell	1/01/12—12/31/13
Amy Johnson	1/01/13—12/31/14
Craig Vines	1/01/13—12/31/14
Forestry Service Representative	1/01/13—12/31/14
Angela Castellow	1/01/13—12/31/14
Carolyn Swadel	1/01/11—12/31/12

2013 BOARD / COMMITTEE APPOINTMENTS
City of Moultrie

HEALTH BOARD – 6 YEAR TERM

<u>Current Appointee</u>	<u>Term</u>
Bobby Cobb	1/1/11—12/31/15

AIRPORT AUTHORITY – 3 YEAR TERM

<u>Current Appointee</u>	<u>Term</u>	
Darrell Griner	1/01/11—12/31/13	
Cecil Barber	1/01/11—12/31/13	
Mike McLean	1/01/11—12/31/13	
Bobby Blank	1/01/12—12/31/14	
Derrell Plymel	1/01/12—12/31/14	
Ray Aldridge	1/01/12—12/31/14	
Tony Brock, Chairman	1/01/13—12/31/15	Reappointed by Council 1/15/13
Brent Maule	1/01/13—12/31/15	Reappointed by Council 1/15/13
Mike Boyd	1/01/13—12/31/15	Appointed by Council 1/15/13
Dick Aycock, Ex-Officio Member as recommended and requested by Airport Authority Board		

MAIN STREET COMMITTEE – 3 YEAR TERM

<u>Current Appointee</u>	<u>Term</u>
Alton Parrish	1/01/11—12/31/13
Susie Magwood-Thomas	1/01/13—12/31/15
Michael R. Scott, City Manager (Ex-Officio Member)	

SOUTHWEST GEORGIA RDC BOARD – 1 YEAR TERM

<u>Current Appointee</u>	<u>Term</u>	
Johnny Hardin (County Representative)	1/01/13—12/31/13	County Appointee approved
Henry Crumley, Jr. (Public Member)	1/01/13—12/31/13	Approved by County
Vacancy (Non-Public Member)	1/01/13—12/31/13	To be appointed by County
Ferrell Ruis (City Representative)	1/01/13—12/31/13	City Appointment Approved

2013 BOARD / COMMITTEE APPOINTMENTS
City of Moultrie

SOUTH GEORGIA GOVERNMENTAL SERVICES AUTHORITY – 4 YEAR TERM

Current Appointees

Mayor William McIntosh
(Appointed by Office)
Michael R. Scott, City Manager
(Appointed by Office)

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, MARCH 19, 2013 AT 6:00 P.M. IN THE COUNCIL CHAMBERS**

MEMBERS PRESENT: Council Members Barber, Castellow, Clarke Hill,
Dunn, Magwood-Thomas and Wilson, City Attorney Waller,
City Manager Scott and City Clerk Fast

MEMBERS ABSENT: Mayor McIntosh

1. Call to Order

Mayor Pro-Tem Dunn called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Magwood-Thomas gave the Invocation and led the Pledge of Allegiance.

REGULAR AGENDA

The Regular Agenda includes Public Hearing(s) and/or items on which the City Council will consider individually and take action.

3. Proclamation—American Red Cross, Terri M. Jenkins, Executive Director South Georgia Chapter—Mayor McIntosh

Mayor Pro-Tem Dunn read the Proclamation--- American Red Cross Month 2013

4. Consider Temporary Alcoholic Beverage Application to sell/dispense Beer and Wine for on premises consumption (Location Sunbelt Expo, Spence Field)

Applicant Dogwood Music Festival
Brian Gardner Cook

Location Sunbelt Expo
Spence Field

Date of Event—Saturday, April 27, 2013

Mr. Cook was present to answer questions.

Council Member Clarke Hill moved to approve Temporary Alcoholic Beverage Application to sell/dispense Beer and Wine for on premises consumption (Location Sunbelt Expo, Spence Field). Council Member Barber seconded the motion and it passed unanimously.

5. Consider Resolution and Third and Final Reading of Ordinance to amend the Traffic and Vehicles Ordinance for the City of Moultrie, to Repeal Conflicting Ordinances, and for other purposes, and authorize Mayor to sign

Change Barrel Factory Alley Road to 4th Street SE to reflect E911 Center records

Council Member Magwood-Thomas moved to approve Resolution and Third and Final Reading of Ordinance to amend the Traffic and Vehicles Ordinance for the City of Moultrie, to Repeal Conflicting Ordinances, and for other purposes, and authorize Mayor to sign. Council Member Castellow seconded the motion and it passed unanimously. **R03-2013-09 and Ordinance 2013-125**

6. Consider Third and Final Reading of Ordinance Amending Chapter 118—Vehicles For Hire

Council Member Clarke Hill moved to approve Third and Final Reading of Ordinance Amending Chapter 118—Vehicles for Hire. Council Member Magwood-Thomas seconded the motion and it passed unanimously. **Ordinance 2013-126**

7. Consider Resolution Approving Bonds to be Issued by the Americus and Sumter County Hospital Authority

Council Member Magwood-Thomas moved to approve Resolution Approving Bonds to be Issued by the Americus and Sumter County Hospital Authority. Council Member Barber seconded the motion and it passed unanimously. **R03-2013-10**

8. Traffic, Paving and Cemetery Council Committee Report—Chairman Cecil Barber

a) Consider request from Mrs. James Kirk to add coping around family plot at Westview Cemetery

Council Member Barber moved to approve request from Mrs. James Kirk to add coping around family plot at Westview Cemetery. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

b) Consider request from Daughters of the American Revolution (DAR) to plant two trees in the semi-circular park Westview Cemetery contingent upon the location is approved by Public Works

Council Member Barber moved to approve request from Daughters of the American Revolution (DAR) to plant two trees in the semi-circular park Westview Cemetery contingent upon the location is approved by Public Works. Council Member Castellow seconded the motion and it passed unanimously.

c) Consider request from Cobb Funeral Home to remove two trees on Wilson family plot that are damaging the headstone

Council Member Barber moved to approve request from Cobb Funeral Home to remove two trees and roots on Wilson family plot that are damaging the headstone. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

CONSENT AGENDA (ITEMS #9—14a)

The Consent Agenda includes routine items that the City Council will act on with a single vote. Any Council Member may pull any item from the Consent Agenda in order that the Council may act upon it individually.

9. Approval of Minutes

Regular Session—March 5, 2013

10. Consider Approval to submit 2013 Law Enforcement Byrne/JAG Grant Application and authorize Mayor to sign Application, Certifications, Standard Assurances and Disclosure forms

Intoxilyzer Instrument Transition Program—Total funds requested—\$8,208.00

11. Consider Approval of Contract for Spence Field Spray Field and authorize Mayor to sign

12. Review Submission of Moultrie Downtown Development Authority Application for proposed Downtown Project Development located at 110 North Main Street

Total Projected Cost—\$761,300

Application requesting \$304,520 in Georgia Cities Revolving Loan Fund

13. Review Submission of Moultrie Downtown Development Authority Application for proposed Downtown Project Development located at 31 1st Street SE

Total Projected Cost—\$788,000

Application requesting \$315,200 in Georgia Cities Revolving Loan Fund

14. Bids

- a) Consider award of bid for one (1) shuttle truck for Public Works Transfer Station Division—funding FY 2012/13—to low bidder, Transpower Inc, Albany, Georgia in the modified amount of \$71,275.20 to be purchased under a three year lease and authorize Mayor to sign lease agreement and supporting documents

Council Member Clarke Hill moved to approve the Consent Agenda Items 9 – 14a. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

15. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

No one came forward.

16. City Manager's Report

17. Other Business

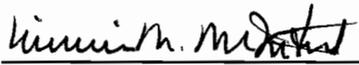
None

18. Adjourn

There being no further business to come before Mayor Pro Tem and Council, the meeting was adjourned at 6:16 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, APRIL 2, 2013 AT 6:00 P.M. IN THE COUNCIL CHAMBERS
(A QUORUM WAS NOT PRESENT)**

MEMBERS PRESENT: Mayor McIntosh, Council Members Castellow, Clarke Hill and Magwood-Thomas, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: Council Members Barber, Dunn and Wilson

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Castellow gave the Invocation and led the Pledge of Allegiance.

3. Approval of Minutes

Regular Session—March 19, 2013

4. Consider First and Second Reading of Ordinance to Amend the Alcoholic Beverage Ordinance for the City of Moultrie; to Repeal Conflicting Ordinances and for Other Purposes

5. Consider Approval of Resolution to Abandon unopened Rights-of-Way of 10th Street SW to adjoining property owners —Wilma P. Dobbs, Allison K. Machetti, Bruce Norton—and authorize Mayor to sign, and authorize Mayor to sign finalized Quitclaim Deeds to each of these property owners

6. Bids

- a) Consider award of bid for Police Department Law Enforcement Product Software Site License—Vigilant Video LPR System—to Synergistic Software Inc, sole bidder, in the amount of \$23,900.00

No action was taken on items 3 through 6a.

7. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL

- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

- 1) Mr. Bonny Lewis, 215 Sixth Avenue SE—Utility Bill- not present
- 2) Ms. Emma Ousley, Utility Bill- not present
- 3) Mrs. Birch Thompson—Police Department- not present
- 4) Mr. James Davis—Sidewalks- present

8. City Manager's Report

City Manager Scott congratulated Chief Frank Lang on his appointment as a Chief of Police representative on the Area 2 All Hazard Council.

9. Other Business

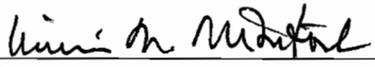
None

10. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:25 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, APRIL 16, 2013 AT 6:00 P.M. IN THE COUNCIL CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn, Magwood-Thomas, and Wilson, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: None

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Dunn gave the Invocation and led the Pledge of Allegiance.

3. Conduct Public Hearing regarding Alcoholic Beverage License Application for license to sell beer for on premises consumption (Location—25 First Street SE)

Applicant Phillip Hall Viohl, Owner

Location The Square LLC
25 First Street SE

Application License to sell beer, wine and liquor by the drink for on premises consumption

Mayor Pro Tem Dunn presented an analysis of the application of Mr. Phillip Hall Viohl to sell Beer, Wine and Liquor by the Drink for on premises consumption at The Square LLC, 25 First Street Southeast shows satisfactory credit with no collections, judgments or other public records. A check of his criminal history showed no criminal record with the Moultrie Police Department, Colquitt County Sheriff's office, NCIC or GCIC. The application was properly advertised. The property is properly zoned. As the building is still under construction approval of the license should be contingent upon the final certificate of occupancy being issued.

Mr. Viohl was present to answer any questions.

Mayor McIntosh conducted the Public Hearing. No one came forward.

4. Consider Alcoholic Beverage License Application for license to sell beer for on premises consumption (Location—25 First Street SE)

See Agenda Item Number 3

Council Member Dunn moved to approve the Alcoholic Beverage License Application for license to sell beer for on premises consumption (Location—25 First Street SE). Council Member Barber seconded the motion and it passed unanimously.

5. Conduct Public Hearing regarding Proposed Update of Short Term Work Program (STWP)

The Public Hearing is intended to give the public the opportunity to discuss:

- The contents of the Short Term Work Program
- To make suggestions, revisions or comments on the Short Term Work Program

City Manager Scott presented the list of projects on the Short Term Work Program.

Mayor McIntosh conducted the Public Hearing and no one came forward.

Council Member Clarke Hill moved to approve the Proposed Update of the Short Term Work Program (STWP) and the Resolution to Submit an Updated Short Term Work Program for Review to the Southwest Georgia Regional Commission and the Georgia Department of Community Affairs prior to Adoption. Council Member Magwood-Thomas seconded the motion and it passed unanimously. *R04-2013-11*

6. Moultrie-Colquitt County Chamber of Commerce Quarterly Tourism Report—Terry Shuler

Terry Shuler, Vice President of Marketing updated Council with Moultrie-Colquitt County Chamber of Commerce Quarterly Tourism Report.

CONSENT AGENDA (ITEMS #7—11c)

The Consent Agenda includes routine items that the City Council will act on with a single vote. Any Council Member may pull any item from the Consent Agenda in order that the Council may act upon it individually.

7. Approval of Minutes

Regular Session—March 19, 2013

Regular Session—April 2, 2013—Quorum was not present—No Action Taken

8. Consider First and Second Reading of Ordinance to Amend the Alcoholic Beverage Ordinance for the City of Moultrie; to Repeal Conflicting Ordinances and for Other Purposes

9. Consider Approval of Resolution to Abandon unopened Rights-of-Way of 10th Street SW to adjoining property owners —Wilma P. Dobbs, Allison K. Machetti, Bruce Norton—and authorize Mayor to sign, and authorize Mayor to sign finalized Quitclaim Deeds to each of these property owners – *R04-2013-12*

10. Consider Approval of Resolution and Letter of Transmittal per recommendation of Finance Director regarding merger of Winn-Dixie Stores Inc – R04-2013-13

11. Bids

- a) Consider award of bid for Police Department Law Enforcement Product Software Site License for Vigilant Video LPR System to Synnergistic Software Inc, low bidder, in the amount of \$23,900.00
- b) Consider award of bid for 4th Avenue NE Street Resurfacing project to low bidder, Reeves Construction Company, Albany, Georgia, in the amount of \$123,535.65 to be funded by Georgia Department of Transportation (DOT) Grant with a maximum of \$127,806.50
- c) Consider award of bid for Spence Field Airport Fencing Improvements—Phase 4—to low bidder, Perimeter Fence Company, Thomasville, Georgia, in the amount of \$73,386.50 to be funded by Georgia Department of Transportation (DOT) at 75% (\$55,039.88) and City funds budgeted in the Spence Field Capital Fencing Project budget at 25% (18,346.62), and authorize Mayor to sign DOT/City contract **R04-2013-14**

Council Member Barber moved to approve the Consent Agenda Items 7-11c. Council Member Wilson seconded the motion and it passed unanimously.

12. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
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- NO FORMAL ACTION CAN BE TAKEN

Mr. R.O. Calhoun came before Council requesting help for the Stop the Violence Event to be held on May 11, 2013. He requested assistance with sound system, stage and electrical service.

Council Members Magwood-Thomas and Clarke Hill appreciated the ministers and pastors in the community taking charge.

13. City Manager's Report

City Manager Scott reported on the following:

- 1) Archway Annual Leadership Summit—April 30th at 6:00 p.m. Southwest Georgia Community Action Council Banquet Hall
- 2) GMA District 10 Listening Sessions as follows:

- Thursday May 2, 2013—Albany—11:30 a.m. at the Government Center, Room 120
 - Wednesday, May 8, 2013—Moultrie—6:00-8:00 p.m. at the Older Moultrie Technical College Campus on Industrial Drive
 -
- 3) Consider Recommendation of Dale Williams, Director of Human Resources to Rescind the Contract with Great-West Retirement Services and Allow Nationwide Retirement Solutions to Continue to Provide Administrative Services for the City of Moultrie Deferred Compensation Plan and Approve Resolution.

Council Member Dunn moved to approve Recommendation of Dale Williams, Director of Human Resources to Rescind the Contract with Great-West Retirement Services and Allow Nationwide Retirement Solutions to Continue to Provide Administrative Services for the City of Moultrie Deferred Compensation Plan and Approve Resolution. Council Member Clarke Hill seconded the motion and it passed unanimously. *R04-2013-15*

- 4) Spring Fling will begin Friday night with the Street Corner Symphony and Colquitt County Men's Community Chorus.

14. Other Business

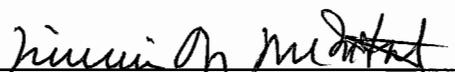
Mayor McIntosh recognized Ms. Calhoun and Dr. DePaul in attendance at the meeting.

15. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:25 p.m.



City Clerk



Mayor

MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL HELD ON TUESDAY, MAY 7, 2013 AT 6:00 P.M. IN THE COUNCIL CHAMBERS

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Magwood-Thomas and Wilson, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: Council Member Dunn

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Clarke Hill gave the Invocation and led the Pledge of Allegiance.

3. Approval of Minutes

Regular Session—April 16, 2013

Council Member Barber moved to approve the minutes. Council Member Clarke Hill seconded the motion and it passed unanimously.

4. Conduct Public Hearing regarding Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—3025 South Main Street)

Applicant Biren K. Patel, Owner

Location Mann Ventures LLC
DBA U S Foodmart
3025 South Main Street

Application License to sell beer and wine for off premises consumption

Council Member Magwood-Thomas presented an analysis of the application of Mr. Biren K. Patel to sell Beer and Wine for off premises consumption at Mann Ventures LLC DBA US Foodmart, 3025 South Main Street shows satisfactory credit with no collections, judgments or other public records. A check of his criminal history showed no criminal record with the Moultrie Police Department, Colquitt County Sheriff's office, NCIC or GCIC. The application was properly advertised. The property is properly zoned and meets all building codes.

Mr. Patel was present to answer any questions.

Mayor McIntosh conducted the Public Hearing and no one came forward.

5. Consider Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—3025 South Main Street)

See Agenda Item Number 4

Council Member Clarke Hill moved to approve Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—3025 South Main Street). Council Member Wilson seconded the motion and it passed unanimously.

6. Conduct Public Hearing regarding Alcoholic Beverage License Application for license to sell beer for on premises consumption (Location—2427 South Main Street)

Applicant Israel L. Shaw, Owner

Location Jackpot Niteclub
2427 South Main Street

Application License to sell beer for on premises consumption

Council Member Magwood-Thomas presented an analysis of the application of Mr. Israel L. Shaw to sell Beer for on premise consumption at Jackpot Niteclub, 2427 South Main shows slow to satisfactory credit with a paid charge off to Verizon and two deferred student loans. A check of his criminal history showed no criminal record with Moultrie Police Department, Colquitt County Sheriff's office, NCIC or GCIC. The application was properly advertised. The property is properly zoned but presently needs a lot of work to be completed before the building meets all building codes. It is recommended that if this application is approved it be subject to the certificate of occupancy being issued first.

Mayor McIntosh conducted the Public Hearing and Mr. Jerrod Bridges stated that businesses of this nature still have customers dancing during the hours 1:00 a.m. to 2:00 a.m.

Mr. Shaw was present to answer questions and acknowledged he understood the regulations, penalties and fines associated with this license.

7. Consider Alcoholic Beverage License Application for license to sell beer for on premises consumption (Location—2427 South Main Street)

See Agenda Item Number 6

Council Member Magwood-Thomas moved to approve Alcoholic Beverage License Application for license to sell beer for on premises consumption (Location—2427 South

Main Street) subject to the certificate of occupancy being issued first. Council Member Barber seconded the motion and it passed unanimously.

8. Consider Resolution and Agreement between Georgia Department of Transportation (GDOT) and City of Moultrie for Project Number AP013-9019-26(071) and authorize Mayor to sign

Design runway overlay, airfield crack sealing and land acquisition at Moultrie Municipal Airport—\$79,143.00 Federal Funding, \$1,585.00 State Funding, and local share of cost being \$2,579.89

Council Member Clarke Hill moved to approve Resolution and Agreement between Georgia Department of Transportation (GDOT) and City of Moultrie for Project Number AP013-9019-26(071) and authorize Mayor to sign. Council Member Castellow seconded the motion and it passed unanimously. *R05-2013-16*

9. Consider Intergovernmental Agreement for Services between City of Moultrie and City of Norman Park

Removal of Yard Trimmings

Council Member Clarke Hill move to approve Intergovernmental Agreement for Services between City of Moultrie and City of Norman Park. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

10. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
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- NO FORMAL ACTION CAN BE TAKEN

- a) Jerrod Bridges- 620 3rd Avenue NW- asked about the completion date for the Joe Louis /3rd Avenue CDBG project. City Manager Scott advised approximately 30 days to completion.
- b) Biren K. Patel, 300 Twin Lakes Drive- asked about the money that stolen during a robbery and when it would be returned. City Attorney Waller advised the GBI has to process the money for fingerprints and it may take awhile.

11. City Manager's Report

City Manager Scott reported on the following:

- a) Consider recommendation from Daniel Parrish-Director of Planning and Community Development for 12 month agreement with Safebuilt of Georgia for building inspection services

Council Member Barber moved to approve recommendation from Daniel Parrish-Director of Planning and Community Development for 12 month agreement with Safebuilt of Georgia for building inspection services pending City Attorney Waller approval. Council Member Clarke Hill seconded the motion and it passed unanimously.

- b) Consider recommendation for CNS to offer Mr. Wainwright \$25,000 to purchase Norman Park cable system pending City Attorney review

Council Member Magwood-Thomas move to approve recommendation for CNS to offer Mr. Wainwright \$25,000 to purchase Norman Park cable system pending City Attorney review. Council Member Barber seconded the motion and it passed unanimously.

- c) Consider 5 year extension on Franchise Agreement with Colquitt County and authorize city officials to sign agreement.

Council Member Magwood-Thomas move to approve 5 year extension on Franchise Agreement with Colquitt County and authorize city officials to sign agreement. Council Member Castellow seconded the motion and it passed unanimously.

- d) Reminder of GMA Listening Session on Wednesday, May 8th at the Old Moultrie Tech location on Industrial Drive.

12. Other Business

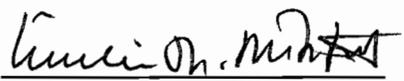
None

13. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:18 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, MAY 21, 2013 AT 6:00 P.M. IN THE COUNCIL CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Magwood-Thomas and Wilson, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: Council Member Dunn

1. Call to order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Barber gave the Invocation and led the Pledge of Allegiance.

3. Conduct Public Hearing regarding Alcoholic Beverage License Application for license to sell beer, wine and liquor by the drink for on premises consumption (Location—1520 South Main Street)

Applicant Caleb Meister, Owner

Location Meister Brothers LLC
dba Bentley's
1520 South Main Street

Application License to sell beer, wine and liquor by the drink for on premises consumption

Council Member Clarke Hill presented an analysis of the application of Mr. Caleb Meister to sell Beer, Wine and Liquor by the Drink for on premise consumption at Bentley's. 1520 South Main Street shows very satisfactory credit with no collections, judgments or other public records. A check of his criminal history showed no criminal record with the Moultrie Police Department, Colquitt County Sheriff's office, NCIC or GCIC. The application was properly advertised. The property is properly zoned; Present residential requirement does not apply since the present license was in effect as of April 15, 1991. There was no building code violations noted.

Mr. Meister was present to answer any questions.

Mayor McIntosh conducted the Public Hearing and no one came forward.

4. Consider Alcoholic Beverage License Application for license to sell beer, wine and liquor by the drink for on premises consumption (Location—1520 South Main Street)

See Agenda Item Number 3

Council Member Barber moved to approve Alcoholic Beverage License Application for license to sell beer, wine and liquor by the drink for on premises consumption (Location—1520 South Main Street). Council Member Magwood-Thomas seconded the motion and it passed unanimously.

5. Consider Business License/Occupational Tax Application for Pool and Billiard/ Game Room (Location—1520 South Main Street)

Applicant Caleb Meister, Owner
Meister Brothers LLC
dba Bentley's

Location 1520 South Main Street

Council Member Clarke Hill moved to approve the Business License/Occupational Tax Application for Pool and Billiard/ Game Room (Location—1520 South Main Street). Council Member Barber seconded the motion and it passed unanimously.

CONSENT AGENDA (ITEMS #6—9)

The Consent Agenda includes routine items that the City Council will act on with a single vote. Any Council Member may pull any item from the Consent Agenda in order that the Council may act upon it individually.

6. Approval of Minutes

Regular Session—May 7, 2013

7. Consider Recommendation of Moultrie-Colquitt County Planning Commission regarding rezoning of 0.11 acre(s) of land located in Land Lot Number 263 of the 8th Land District of Colquitt County, Georgia (501 7th Avenue NW), Place Ordinance on First and Second Reading, and call for a Public Hearing to be held June 4, 2013 at 6:00 p.m. (Note—Moultrie-Colquitt County Planning Commission recommendation is C-1 (Neighborhood Business District))

Applicant James Cain, Jr.

Location 501 7th Avenue NW

Zoning R-2 (Two-Family Residential District to C-3 (Commercial District))

8. Consider Resolution of the Moultrie-Colquitt County Land Bank Authority Electing to be Governed by the Georgia Land Bank Act of 2012

9. Consider Appropriation Resolution AR 2012-13--#2 Budget Amendment

Funding to improve Insurance Services Office (ISO) communications to regain lower ISO rating—\$10,000

Council Member Clarke Hill moved to approve the Consent Agenda Items 6-9. Council Member Barber seconded the motion and it passed unanimously.

10. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

11. City Manager's Report

City Manager Scott reported on the following:

Consider Resolution of the Mayor and Council of the City of Moultrie, Georgia, authorizing execution of an amendment to the 2001 SPLOST Intergovernmental Agreement by Execution of a Counterpart Thereof

Council Member Magwood-Thomas moved to approve Resolution of the Mayor and Council of the City of Moultrie, Georgia, authorizing execution of an amendment to the 2001 SPLOST Intergovernmental Agreement by Execution of a Counterpart Thereof. Council Member Castellow seconded the motion and it passed unanimously.

12. Other Business

Mayor McIntosh praised the Colquitt County Men's Chorus.

13. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:25 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, JUNE 4, 2013 AT 6:00 P.M. IN THE COUNCIL CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn, Magwood-Thomas and Wilson, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: None

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Dunn gave the invocation and led the Pledge of Allegiance.

3. Conduct Public Hearing to rezone 0.11 acre(s) of land located in Land Lot Number 263 of the 8th Land District of Colquitt County, Georgia (501 7th Avenue NW)

Applicant James Cain, Jr.

Location 501 7th Avenue NW

*Zoning R-2 (Two-Family Residential District to C-3 (Commercial District)

***Note—Moultrie-Colquitt County Planning Commission recommendation is to rezone to C-1 (Neighborhood Business District)**

Daniel Parrish, Director Community Planning & Development gave a Power Point Presentation of the location to be rezoned to C-1 (Neighborhood Business District)

Mr. Cain was present to answer any questions.

Mayor McIntosh conducted the Public Hearing and no one came forward.

4. Consider Third and Final Reading of Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended

See Agenda Item Number 3

Council Member Dunn moved to approve Third and Final Reading of Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended. Council Member Clarke Hill seconded the motion and it passed unanimously. **Ordinance 2013-127**

5. Conduct Public Hearing regarding application for Special Use Permit (Location—1004 West Blvd)

Applicant Bruce Norton
 B & B Properties

Location 1004 West Blvd

Special Use To allow a professional office for the treatment of drug and alcohol rehabilitation within a R-3 (Multiple-Dwelling Residential District)

Daniel Parrish, Director Community Planning & Development gave a Power Point Presentation of location.

Mr. Norton was present to answer any questions.

Mayor McIntosh conducted the Public Hearing and no one came forward.

6. Consider Application for Special Use Permit (Location—1004 West Blvd)

See Agenda Item Number 5

Council Member Clarke Hill moved to approve Application for Special Use Permit (Location—1004 West Blvd). Council Member Magwood-Thomas seconded the motion and it passed unanimously.

7. Conduct Public Hearing regarding Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—2025 First Avenue SE)

Applicant Shermonia N. Riley, Manager

Location Walgreen Company # 12756
 2025 First Avenue SE

Application License to sell beer and wine for off premises consumption

Mayor Pro Tem Dunn presented an analysis of the application of Ms. Shermonia N. Riley to sell Beer and Wine for off premise consumption at Walgreen Company #12756, 2025 First Avenue SE shows satisfactory credit with one medical collections for \$385 dated March 2013. There were judgments or public records. A check of her criminal history showed no criminal record with Moultrie Police Department, Colquitt County Sheriff's office, NCIC or GCIC. The application as properly advertised. The property if properly zoned. Since this property is a new construction approval of the application should be subject to the certificate of occupancy being issued.

Ms. Riley was present to answer any questions.

Mayor McIntosh conducted the Public Hearing and no one came forward.

8. Consider Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—2025 First Avenue SE)

See Agenda Item Number 7

Council Member Dunn moved to approve the Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—2025 First Avenue SE). Council Member Barber seconded the motion and it passed unanimously.

CONSENT AGENDA (ITEMS #9—15)

The Consent Agenda includes routine items that the City Council will act on with a single vote. Any Council Member may pull any item from the Consent Agenda in order that the Council may act upon it individually.

9. Approval of Minutes

Regular Session—May 21, 2013

10. Consider First and Second Reading of an Ordinance to Amend the Disorderly Conduct Ordinance for the City of Moultrie; to Repeal Conflicting Ordinances and For Other Purposes

Amending Section 74-8 – Disorderly conduct
Repealing Section 74-9 – Drunkenness

11. Consider First and Second Reading of an Ordinance to Amend the Public Indecency Ordinance for the City of Moultrie; to Repeal Conflicting Ordinances and For Other Purposes

Amending Section 74-23 – Public indecency

12. Consider Memorandum of Understanding and Funding Participation of Colquitt County Archway Partnership—College of Public Health

Agreement between City of Moultrie, Colquitt County Board of Commissioners, Colquitt County Board of Education, Colquitt Regional Medical Center and University of Georgia's College of Public Health

13. Consider Recommendation of Colquitt County Family Connection Board nominating committee to appoint the following individuals to serve a two-year term beginning July 1, 2013

Rev. Julian Griner, Lifespring Church
Blue Hackle, Serenity House
Katrina Bivins, Hope House
Susie Magwood-Thomas, Moultrie City Council Representative

14. Consider Appropriation Resolution FY2012-13 Budget Amendment AR-2012-13--#3

Funding to provide contract labor expense for Planning and Community Development Department—\$17,000

15. Bids

- a) Consider award of bid for Knuckleboom and Truck Chassis—Public Works Trash Division—to lowest bidder meeting specs, Consolidated Disposal Systems Inc, Smyrna, Georgia in the amount of \$134,709.00 to be purchased under a six year lease with two quarterly payments for a total of \$14,546 to be paid in FY12-13, and authorize Mayor to sign lease agreement and other documents deemed necessary
- b) Consider award of bid for Front Loader Garbage Truck—Public Works Garbage Division—to lowest bidder meeting specs, Consolidated Disposal Systems Inc, Smyrna, Georgia in the amount of \$223,282 to be purchased under a five year lease with two quarterly payments for a total of \$27,274 to be paid in FY 12-13, and authorize Mayor to sign lease agreement and other documents deemed necessary
- c) Consider award of bid for Mowers, Tractors and Mowing Decks—Public Works' Beautification Division—per staff recommendation as follows:
 - Two 61" Zero Turn Fuel injected Commercial Mowers to lowest bidder meeting specs to Westover Lawn & Garden, Albany, Georgia in the total amount of \$19,998 and one 48" Zero Turn Mower including large capacity grass collection system to lowest bidder meeting specs to Westover Lawn & Garden, Albany, Ga in the total amount of \$8,731.80. The grand total amount of \$28,729.80 will be funded by 2012 SPLOST monies designated for the purchase of Public Works equipment, rather than using funds budgeted in the Public Works Beautification division of the General Fund.
 - Since the current budget was approved, a second inmate crew has been secured and will need to be outfitted with two new tractors

and two new batwing mowing decks, and award bid to lowest bidder meeting specs for two tractors to Southern Tractor and Outdoors Inc, Moultrie, Georgia in the amount of \$88,434, and award bid to lowest bidder meeting specs for one batwing rotary cut mowing deck to Southern Tractor and Outdoors Inc in the amount of \$14,136, and award bid to lowest bidder meeting specs for one batwing finish cut mowing deck to Demott Tractor Company, Moultrie, Georgia in the amount of \$11,790 with a grand total of \$114,360 to be purchased through a five year lease with one quarterly lease payment due in FY 12/13 which should not exceed \$7,000 as compared to the budgeted amount of \$28,698.

Council Member Barber moved to approve the Consent Agenda Items #9 – 15c. Council Member Castellow seconded the motion and it passed unanimously.

16. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

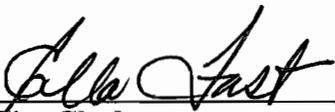
17. City Manager's Report

18. Other Business

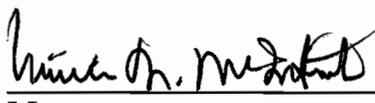
Council Member Clarke Hill encouraged Mayor and Council to attend the Boys & Girls Club Banquet to be held on June 13, 2013 at 6:30 p.m.

19. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:16 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, JUNE 18, 2013 AT 6:00 P.M. IN THE COUNCIL CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn, Magwood-Thomas and Wilson, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: None

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Dunn gave the invocation and led the Pledge of Allegiance.

3. Recognition of Retiring City Employee—Mayor McIntosh

Mayor McIntosh read the Resolution in recognition of Ken Reffitt. *R06-2013-19*
Mr. Ken Reffitt was present.

Ken Reffitt—Certification Manager/Records Clerk Supervisor
Moultrie Police Department—16 years

**RESOLUTION
IN RECOGNITION OF
KEN REFFITT**

WHEREAS, Ken Reffitt was employed by the City of Moultrie on March 12, 1997; and

WHEREAS, Mr. Reffitt has faithfully served the City of Moultrie and its citizens in the Police Department; and

WHEREAS, Mr. Reffitt has conducted himself in a manner which reflected positively on the City of Moultrie; and

WHEREAS, Mr. Reffitt elects to retire from the City of Moultrie on June 28, 2013; and

WHEREAS, The Mayor and City Council desire to recognize Ken Reffitt for sixteen years of dedicated service to the citizens of Moultrie and wish him a long and productive retirement.

4. Consider Third and Final Reading of an Ordinance to Amend the Disorderly Conduct Ordinance for the City of Moultrie; to Repeal Conflicting Ordinances and For Other Purposes

Amending Section 74-8 – Disorderly conduct
Repealing Section 74-9 – Drunkenness

Council Member Clarke Hill moved to approve Third and Final Reading of an Ordinance to Amend the Disorderly Conduct Ordinance for the City of Moultrie; to Repeal Conflicting Ordinances and For Other Purposes. Council Member Dunn seconded the motion and it passed unanimously. *Disorderly Conduct Ordinance 2013-128 & Drunkenness Ordinance 2013-129*

5. Consider Third and Final Reading of an Ordinance to Amend the Public Indecency Ordinance for the City of Moultrie; to Repeal Conflicting Ordinances and For Other Purposes

Amending Section 74-23 – Public indecency

Council Member Dunn moved to approve Third and Final Reading of an Ordinance to Amend the Public Indecency Ordinance for the City of Moultrie; to Repeal Conflicting Ordinances and For Other Purposes. Council Member Barber seconded the motion and it passed unanimously. *Ordinance 2013-130*

CONSENT AGENDA (ITEMS #6—10)

The Consent Agenda includes routine items that the City Council will act on with a single vote. Any Council Member may pull any item from the Consent Agenda in order that the Council may act upon it individually.

6. Approval of Minutes

Regular Session—June 4, 2013

7. Consider a Resolution by the City of Moultrie to Adopt an Updated Comprehensive Plan Short Term Work Program R06-2013-20

8. Consider Recommendation of the Moultrie-Colquitt County Planning Commission regarding rezoning of 0.57 acres of land located in Land Lot Number 292 of the 8th Land District of Colquitt County, Georgia (310 Port Street SE), Place Ordinance on First and Second Reading, and call for a Public Hearing to be held July 2, 2013 at 6:00 p.m.

Applicant Mildred A. Bozeman

Location 310 Port Street SE

Zoning R-2 (Two-Family Residential District to C-1 (Neighborhood Business District)

9. **Consider Recommendation of the Moultrie-Colquitt County Planning Commission regarding rezoning of 0.35 acres of land located in Land Lot Number 308 of the 8th Land District of Colquitt County, Georgia (1401 South Main Street), Place Ordinance on First and Second Reading, and call for a Public Hearing to be held July 2, 2013 at 6:00 p.m.**

Applicant Earl F. Tucker, Tracy R. Tucker and Lyndasu B. Crowe
Represented by Attorney William G. Fallin

Location 1401 South Main Street

Zoning R-2 (Two-Family Residential District to C-1R (Neighborhood Business District)

10. **Consider First and Second Reading of an Ordinance to Amend the Alcoholic Beverages Ordinance for the City of Moultrie to allow for Sunday Alcoholic Beverages Sales; to Authorize a Referendum; to Provide for an Adoption and Effective Date; and to Provide for Other Lawful Purposes**

Council Member Barber moved to approve the Consent Agenda Items 6 – 10. Council Member Castellow seconded the motion and it passed unanimously.

11. **Citizens to be Heard**

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

Mr. Fred Kissel, 32 Pine Valley Circle, inquired about the ownership of the lake. No fishing signs are posted but non residents continue to fish leaving behind trash, threatening him and messing with swans that he purchased to place on the lake.

Roger Lindsay, a resident at Pine Valley Circle also stated this has become an ongoing situation with trash in the area being left by people fishing.

The City will inquire to the ownership of the lake.

12. **City Manager's Report**

13. Other Business

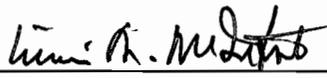
None

14. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:15 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, JULY 2, 2013 AT 6:00 P.M. IN THE COUNCIL CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Clarke Hill, Magwood-Thomas and Wilson, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: Council Members Castellow and Dunn

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Barber gave the Invocation and led the Pledge of Allegiance.

3. Approval of Minutes

Regular Session—June 18, 2013

Council Member Clarke Hill moved to approve the minutes. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

4. Strong African American Families (SAAF) Program—Andrea Scarrow, Colquitt County Cooperative Extension

Ms. Scarrow and Ms. Luke presented the results of the Preliminary Program Impact.

5. Proclamation—2013 National Night Out—Mayor McIntosh

Mayor McIntosh declared August 3, 2013 – National Night Out.

6. Conduct Public Hearing to rezone 0.57 acres of land located in Land Lot Number 292 of the 8th Land District of Colquitt County (310 Port Street SE)

Applicant Mildred A. Bozeman

Location 310 Port Street SE

Zoning R-2 (Two-Family Residential District to C-1 (Neighborhood Business District)

Daniel Parrish, Director Community Planning & Development presented the information to Council.

Ms. Bozeman was present to answer any questions.

Mayor McIntosh conducted the Public Hearing and no one came forward.

7. Consider Third and Final Reading of an Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended

See Agenda Item #6

Council Member Clarke Hill moved to approve Consider Third and Final Reading of an Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended. Council Member Barber seconded the motion and it passed unanimously.

Ordinance 2013-131

8. Conduct Public Hearing to rezone 0.35 acres of land located in Land Lot Number 308 of the 8th Land District of Colquitt County (1401 South Main)

Applicant Earl F. Tucker, Tracy R. Tucker and Lyndasu B. Crowe
Represented by Attorney William G. Fallin

Location 1401 South Main Street

Zoning R-2 (Two-Family Residential District to C-1R (Neighborhood Business District)

Daniel Parrish, Director Community Planning & Development presented the information to Council.

Mr. Fallin was present to answer question.

Mayor McIntosh conducted the Public Hearing and Mr. William McCarthy, 1402 came forward and was against the request to rezone the property.

9. Consider Third and Final Reading of an Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended

See Agenda Item #8

Council Member Clarke Hill moved to table the vote on the request for rezoning until a power point presentation could be made. The motion died for lack of a second.

Council Member Barber moved to Consider Third and Final Reading of an Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended. Council Member Wilson seconded the motion and it passed three to one vote with Council Members Barber, Magwood-Thomas and Wilson voting in favor and Council Member Clarke Hill voting against. ***Ordinance 2013-132***

10. Consider Third and Final Reading of an Ordinance to Amend the Alcoholic Beverages Ordinance for the City of Moultrie to allow for Sunday Package Sales of Malt Beverages Wine and Distilled Spirits; To Allow for Sunday Sales of Distilled Spirits or Alcoholic Beverages for Beverage Purposes by the Drink; To Authorize Referendums; To Provide for an Adoption and Effective Date; and to Repeal Conflicting Ordinances and For Other Purposes

Council Member Magwood-Thomas moved to approve Consider Third and Final Reading of an Ordinance to Amend the Alcoholic Beverages Ordinance for the City of Moultrie to allow for Sunday Package Sales of Malt Beverages Wine and Distilled Spirits; To Allow for Sunday Sales of Distilled Spirits or Alcoholic Beverages for Beverage Purposes by the Drink; To Authorize Referendums; To Provide for an Adoption and Effective Date; and to Repeal Conflicting Ordinances and For Other Purposes. Council Clarke Hill seconded the motion and it passed unanimously.

11. Bids

- a) Consider award of bid for Municipal Annex roof repair— Budgeted in Engineering and Planning & Community Development Departments Capital Outlay— to low bidder, Albany Sheet Metal Inc, Albany, Georgia, in the amount of \$31,428.00

Council Member Barber moved to approve awarding bid for Municipal Annex roof repair— Budgeted in Engineering and Planning & Community Development Departments Capital Outlay— to low bidder, Albany Sheet Metal Inc, Albany, Georgia, in the amount of \$31,428.00. Council Magwood-Thomas seconded the motion and it passed unanimously.

12. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

Rufus Jolly came to find out about the rumor of the Shaw Gymnasium being closed. He was informed that no budget meetings had taken place and this was not the case.

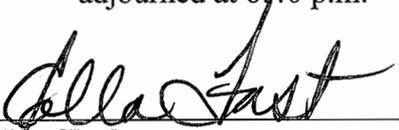
13. City Manager's Report

14. Other Business

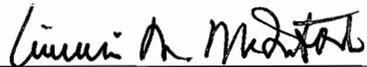
None

15. **Adjourn**

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:40 p.m.



City Clerk



Mayor

MINUTES OF REGULAR SESSION OF THE MOULTRIE CITY COUNCIL HELD ON TUESDAY, AUGUST 6, 2013 AT 6:00 P.M. IN THE COUNCIL CHAMBERS

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn, Magwood-Thomas and Wilson; City Manager Scott, City Attorney Waller, and City Clerk Fast

MEMBER ABSENT: None

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Dunn gave the Invocation and led the Pledge of Allegiance.

3. Moultrie-Colquitt County Chamber of Commerce Quarterly Tourism Report—Terry Shuler

Terry Shuler, Vice President of Marketing gave the Moultrie-Colquitt County Chamber of Commerce Quarterly Tourism Report.

4. Conduct Public Hearing regarding Revolving Loan Fund (RLF) Application—Director of Human Resources and Risk Management—Dale Williams

To inform citizens of the most current RLF application received and to review the progress of previous EIP and/or RLF applications

Dale Williams, Director of Human Resources/Risk Management, provided an update on the outstanding loans and fund balance.

The application was reviewed by the Moultrie-Colquitt County Development Authority and properly advertised. It is recommended by the Moultrie-Colquitt County Development Authority that Mayor and Council approve the loan application pending receiving the necessary document from the principal applicant.

The purpose of the loan is to purchase equipment for linen service company.

Mr. James Lowe was present.

5. Consider Revolving Loan Fund (RLF) Application

Applicant	Georgia Linen Services
	For Up to \$150,000

Council Member Barber moved to approve Revolving Loan Fund (RLF) Application pending receiving the necessary pending document. Council Member Clarke Hill seconded the motion and it passed unanimously.

6. Consider Business License/Occupational Tax Application for Game Room including pool tables (Location—501 7th Avenue NW)

Applicant James Cain Jr.
Youth Center with pool tables selling chips, sodas, candies, etc.

Location 501 7th Avenue NW

Mr. James Cain, Jr. was present to answer question.

Council Member Clarke Hill moved to approve Business License/Occupational Tax Application for Game Room including pool tables (Location—501 7th Avenue NW). Council Member Dunn seconded the motion and it passed unanimously.

CONSENT AGENDA (ITEMS #7—11b)

The Consent Agenda includes routine items that the City Council will act on with a single vote. Any Council Member may pull any item from the Consent Agenda in order that the Council may act upon it individually.

7. Approval of Minutes

Regular Session—July 2, 2013

8. Consider Recommendation of the Moultrie-Colquitt County Planning Commission regarding rezoning of 1.70 acres of land located in Land Lot Number 246 of the 8th Land District of Colquitt County, Georgia (640 Veterans Parkway North), Place Ordinance on First and Second Reading, and call for a Public Hearing to be held August 20, 2013 at 6:00 p.m.

Applicant Greg Yarbrough

Location 640 Veterans Parkway North

Zoning AG-1 (Agricultural District to C-3 (Commercial District))

9. Consider Recommendation of the Moultrie-Colquitt County Planning Commission regarding rezoning of 0.40 acres of land located in Land Lot Number 261 of the 8th Land District of Colquitt County, Georgia (305 Rowland Drive), Place Ordinance on First and Second Reading, and call for a Public Hearing to be held August 20, 2013 at 6:00 p.m.

Applicant Vijay Bairi

Represented by Attorney William G. Fallin

Location 305 Rowland Drive

Zoning R-1B (Single Family Residential District to C-1 (Neighborhood Business District)

10. Consider Sale and Purchase Agreement for Cable Equipment between Wainwright Cable and City of Moultrie

11. Bid(s)

- a) **Consider award of bid for Lynda Baxter Moseley Tennis Court Resurfacing, Phase II, to low bidder, Court Surfaces Inc, in the amount of \$48,760.00 and Alternate #1 in the amount of \$5,884.00 for a total project cost of \$54,644.00 with \$40,000 to be funded from SPLOST and remaining \$14,644.00 from donations held in the Lynda Baxter Moseley Tennis Court Resurfacing Fund**
- b) **Consider award of bid for one (1) Latest Year Model ½ ton Pickup Extended Cab for Engineering Department to Hutson Motors, Moultrie, Georgia, local bidder preference, in the amount of \$20,723.00**

Council Member Dunn moved to approve the Consent Agenda Items 7 through 11b. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

12. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

Ms. Sandra Jones, 2705 5th Avenue SE, Apt. #4 came forward and presented Council with a petition with 63 signatures request for consideration for the installation of sidewalk/curbing from the city park to the Wal-mart shopping center.

Mr. Fred Kissel, 32 Pine Valley Circle came forward about the no fishing at the pond at Pine Valley Circle.

City Manager Scott advised extensive searching has been done and pond was built due to flooding issues. Mr. Scott suggested the property owners develop a home owners association and give the city the right to maintain access to the drainage structure. And the association could decide if fishing would be allowed or not allowed.

13. City Manager's Report

14. Other Business

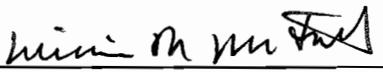
None

15. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:25 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, AUGUST 20, 2013 AT 6:00 P.M. IN THE COUNCIL CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn, Magwood-Thomas and Wilson; City Manager Scott, City Attorney Waller, and City Clerk Fast

MEMBER ABSENT: None

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Barber gave the Invocation and led the Pledge of Allegiance.

3. Conduct Public Hearing to rezone 1.70 acres of land located in Land Lot Number 246 of the 8th Land District of Colquitt County Georgia (640 Veterans Parkway North)

Applicant Greg Yarbrough

Location 640 Veterans Parkway North

Zoning AG-1 (Agricultural District to C-3 (Commercial District))

Daniel Parrish, Director Community Planning & Development presented the information to Council.

Mayor McIntosh conducted the Public Hearing and no one came forward.

4. Consider Third and Final Reading of an Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended

See Agenda Item #3

Council Member Clarke Hill moved to approve Third and Final Reading of an Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended. Council Member Barber seconded the motion and it passed unanimously. **Ordinance 2013-134**

5. Conduct Public Hearing to rezone 0.40 acres of land located in Land Lot Number 261 of the 8th Land District of Colquitt County, Georgia (305 Rowland Drive)

Applicant Vijay Bairi

Represented by Attorney William G. Fallin

Location 305 Rowland Drive

Zoning R-1B (Single Family Residential District to C-1 (Neighborhood Business District)

Daniel Parrish, Director Community Planning & Development presented the information to Council.

Mayor McIntosh conducted the Public Hearing and no one came forward.

6. Consider Third and Final Reading of an Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended

See Agenda Item #5

Council Member Dunn moved to approve Third and Final Reading of an Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended. Council Member Magwood-Thomas seconded the motion and it passed unanimously.
Ordinance 2013-135

CONSENT AGENDA (Items Number 7—9)

The Consent Agenda includes routine items that the City Council will act on with a single vote. Any Council Member may pull any item from the Consent Agenda in order that the Council may act upon it individually.

7. Approval of Minutes

Regular Session—August 6, 2013

8. Consider Request from T-L Irrigation and Sunbelt Agricultural Exposition for Mayor and Council approval to erect a permanent 20' X 40' Tyson Steel Building on Sunbelt Agricultural Exposition leased property owned by the City of Moultrie pending Plan Review Group approval of final submitted plans

9. Consider Sensus-Hosted Logic Software Upgrade for AMI System per Utility Staff Recommendation

Annual Cost \$45,295 with \$20,430 onetime fee for implementation and training

Council Member Clarke Hill moved to approve the Consent Agenda Items 7 – 9. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

10. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

The following came forward with questions about their utility bills:

Jessie Collier
Beverly Simpson
Linda Beverly

11. City Manager's Report

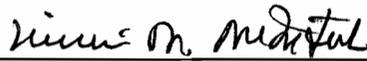
12. Other Business

13. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:15 p.m.



City Clerk



Mayor

MINUTES OF THE PUBLIC HEARING- MOULTRIE CITY COUNCIL HELD ON TUESDAY, SEPTEMBER 3, 2013 AT 11:00 A.M. IN THE COUNCIL CHAMBERS

MEMBERS PRESENT: Council Members Castellow, Magwood-Thomas and Wilson; City Manager Scott, Finance Director McDaniel and City Clerk Fast

MEMBERS ABSENT: Mayor McIntosh, Council Members Barber, Clarke Hill and Dunn

1) Call to Order

Council Member Magwood-Thomas called the Public Hearing to order.

2) Conduct First Public Hearing regarding Proposed Millage Rate for 2013

The City of Moultrie has tentatively adopted a millage rate which will require an increase in property taxes by 0.68 percent.

This tentative increase will result in a millage rate of 10.968 mills, an increase of 0.06 mills. Without this tentative tax increase, the millage rate will be no more than 10.894 mills. The proposed tax increase for a home with a fair market value of \$100,000 is approximately \$0.40 and the proposed tax increase for non-homestead property with a fair market value of \$300,000 is approximately \$7.68.

Council Member Magwood-Thomas conducted the Public Hearing,

No one came forward.

3) Close Public Hearing

The Public Hearing was adjourned at 11:15 a.m. and no audio recording was made of the meeting.



City Clerk



Mayor

MINUTES OF THE PUBLIC HEARING – MOULTRIE CITY COUNCIL HELD ON TUESDAY, SEPTEMBER 3, 2013 AT 6:00 P.M IN THE COUNCIL CHAMBERS

MEMBERS PRESENT: Mayor McIntosh, Council Members Castellow Clarke Hill, Magwood-Thomas and Wilson; City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: Council Members Barber and Dunn

1) Call to Order

Mayor McIntosh called the meeting to order.

2) Conduct Second Public Hearing regarding Proposed Millage Rate for 2013

The City of Moultrie has tentatively adopted a millage rate which will require an increase in property taxes by 0.68 percent.

This tentative increase will result in a millage rate of 10.968 mills, an increase of 0.06 mills. Without this tentative tax increase, the millage rate will be no more than 10.894 mills. The proposed tax increase for a home with a fair market value of \$100,000 is approximately \$0.40 and the proposed tax increase for non-homestead property with a fair market value of \$300,000 is approximately \$7.68.

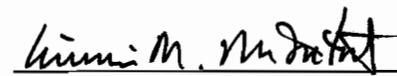
Mayor McIntosh conducted the Public Hearing and no one came forward.

3) Close Public Hearing

The Public Hearing was adjourned at 6:05 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, SEPTEMBER 3, 2013 AT 6:00 P.M. IN THE COUNCIL
CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Castellow, Clarke Hill, Magwood-Thomas and Wilson; City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: Council Members Barber and Dunn

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Castellow gave the Invocation and led the Pledge of Allegiance.

3. Approval of Minutes

Regular Session—August 20, 2013

First Public Hearing—Proposed Millage Rate—September 3, 2013 at 11:00 a.m.

Council Member Clarke Hill moved to approve the minutes. Council Member Castellow seconded the motion and it passed unanimously.

4. Consider First and Second Reading of Ordinance to set Millage Rate for 2013

Council Member Magwood-Thomas moved to approve First and Second Reading of Ordinance to set Millage Rate for 2013. Council Member Castellow seconded the motion and it passed unanimously.

5. Conduct Public Hearing regarding application for Special Use Permit (Location—755 6th Avenue SE)

Applicant Bruce Norton
 B & B Properties

Location 755 6th Avenue SE

Special Use To allow a professional office for the treatment of drug and alcohol rehabilitation within an R-2 (Two Family—Duplex—Residential District)

Daniel Parrish gave a PowerPoint Presentation on the Special Use Permit.

Mr. Norton was present to answer any questions.

Mayor McIntosh conducted the Public Hearing and no one came forward.

6. Consider Application for Special Use Permit (Location—755 6th Avenue SE)

See Agenda Item Number 5

Council Member Magwood-Thomas moved to approve Application for Special Use Permit (Location—755 6th Avenue SE). Council Member Castellow seconded the motion and it passed unanimously.

7. Conduct Public Hearing to rezone 4.45 acres of land located in Land Lot Number 294 of the 8th Land District of Colquitt County Georgia (2909 First Avenue SE)

Applicant	Wayne Frier Homes
Location	2909 First Avenue SE
Zoning	R-2 (Two-Family Residential District) and C-3R (Commercial District, Restricted) to C-3 (Commercial District)

Daniel Parrish gave a PowerPoint Presentation on the location.

Mayor McIntosh conducted the Public Hearing and no one came forward.

8. Consider Recommendation of the Moultrie-Colquitt County Planning Commission to rezone of 4.45 acres of land located in Land Lot Number 294 of the 8th Land District of Colquitt County, Georgia (2909 First Avenue SE), and Place Ordinance on First and Second Reading

See Agenda Item #7

Council Member Clarke Hill moved to approve Recommendation of the Moultrie-Colquitt County Planning Commission to rezone of 4.45 acres of land located in Land Lot Number 294 of the 8th Land District of Colquitt County, Georgia (2909 First Avenue SE), and Place Ordinance on First and Second Reading. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

9. Bids

- a) **Consider award of bid for 2 (two) 2014 CNS Bucket trucks to low bidder, Altec, Elizabethtown, Kentucky, in the total amount of \$195,286.00—Utilities CNS Funding FY2013-14—to be purchased under lease agreements and authorize Mayor to sign lease agreements and supporting documents**

Council Member Castellow moved to award of bid for 2 (two) 2014 CNS Bucket trucks to low bidder, Altec, Elizabethtown, Kentucky, in the total amount of \$195,286.00—Utilities CNS Funding FY2013-14—to be purchased under lease agreements and authorize Mayor to sign lease agreements and supporting documents. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

10. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
 - THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
 - NO FORMAL ACTION CAN BE TAKEN
- a) **Beth Morris and Teresa Cornwell were not present.**

11. City Manager's Report

City Manager Scott reported on the following:

- a) **Electronics Recycle Event—September 25, 2013**
9:00 a.m. until 3:30 p.m. at the Farmers Market on 1st Ave SE

12. Other Business

Council Member Castellow reminded everyone to bring can goods to the football game Friday night and receive a United Way fan.

Council Member Clarke Hill stated the Boys & Girls Club will hold their annual banquet at 5:00 p.m. on September 11, 2013.

Mayor McIntosh had received a thank you card for services provided by the Moultrie Police Department.

13. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:17 p.m.



City Clerk



Mayor

**MINUTES OF THE PUBLIC HEARING – MOULTRIE CITY COUNCIL HELD
ON TUESDAY, SEPTEMBER 17, 2013 AT 6:00 P.M IN THE COUNCIL
CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber,
Castellow, Clarke Hill, Dunn, Magwood-Thomas
and Wilson; City Attorney Waller, City Manager
Scott and City Clerk Fast

MEMBERS ABSENT: Council Member Wilson

1) Call to Order

Mayor McIntosh called the meeting to order.

2) Conduct Second Public Hearing regarding Proposed Millage Rate for 2013

The City of Moultrie has tentatively adopted a millage rate which will require an increase in property taxes by 0.68 percent.

This tentative increase will result in a millage rate of 10.968 mills, an increase of 0.06 mills. Without this tentative tax increase, the millage rate will be no more than 10.894 mills. The proposed tax increase for a home with a fair market value of \$100,000 is approximately \$0.40 and the proposed tax increase for non-homestead property with a fair market value of \$300,000 is approximately \$7.68.

Mayor McIntosh conducted the Public Hearing and no one came forward.

3) Close Public Hearing

The Public Hearing was adjourned at 6:05 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, SEPTEMBER 17, 2013 AT 6:00 P.M. IN THE COUNCIL
CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn and Magwood-Thomas; City Manager Scott, City Attorney Waller, and City Clerk Fast

MEMBER ABSENT: Council Member Wilson

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Clarke Hill gave the Invocation and led the Pledge of Allegiance.

3. County Administrator Mike Stewart

Mayor McIntosh introduced Mr. Stewart to the Council and stated he looked forward to working with him.

4. Recognition of Moultrie Fire Department Recipients of the 2013 GSFA Life Saving Valor Award

Firefighters that received the 2013 GSFA Life Saving Valor Award were Michael Carroll, Jeff Cooper, Bo Springer and Ryan Wyatt and they were recognized for their life saving efforts.

5. Approval of Minutes

Second Public Hearing—Proposed Millage Rate—September 3, 2013 at 6:00 p.m.
Regular Session—September 3, 2013

Council Member Barber moved to approve the minutes. Council Member Clarke Hill seconded the motion and it passed unanimously.

6. Consider Third and Final Reading of Ordinance setting Millage Rate for 2013 at 10.968

Council Member Dunn moved to approve Third and Final Reading of Ordinance setting Millage Rate for 2013 at 10.968. Council Member Clarke Hill seconded the motion and it passed unanimously. *Ordinance 2013-136*

7. Consider Resolution to adopt Annual Balanced Budget for Fiscal Year 2013-2014

Council Member Clarke Hill moved to approve Resolution to adopt Annual Balanced Budget for Fiscal Year 2013-2014. Council Member Magwood-Thomas seconded the motion and it passed unanimously. *R09-2013-21*

8. Consider Third and Final Reading of Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended

Applicant	Wayne Frier Homes
Location	2909 First Avenue SE
Zoning	R-2 (Two-Family Residential District) and C-3R (Commercial District, Restricted) to C-3 (Commercial District)

Council Member Magwood-Thomas moved to approve the Third and Final Reading of Ordinance to amend the City of Moultrie Zoning Ordinance adopted October 17, 1972, as amended. Council Member Castellow seconded the motion and it passed unanimously. *Ordinance 2013-137*

9. Consider Request of Georgia Department of Transportation (DOT) to purchase several parcels of land in the Spence Field area for SR 133 Widening Project Number STP 00-0032-02(028) and authorize Mayor to sign documents deemed necessary to finalize transfer of said properties

Council Member Clarke Hill moved to approve Request of Georgia Department of Transportation (DOT) to purchase several parcels of land in the Spence Field area for SR 133 Widening Project Number STP 00-0032-02(028) and authorize Mayor to sign documents deemed necessary to finalize transfer of said properties. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

10. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
 - THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
 - NO FORMAL ACTION CAN BE TAKEN
- a) Beth Morris and Teresa Cornwell- not present
b) Lavon Johnson, 1034 2nd Avenue NW water problem

- c) Rufus Jolly requested a proclamation from the Mayor for a Bishop's visit on November 3, 2013.
- d) Doyle Tucker, 1620 Old Camilla Road complained about semi trailers that park near his house.

11. City Manager's Report

City Manager Scott reported on the following:

- a) **Reminder—Electronics Recycle Event—September 25, 2013
9:00 a.m. until 3:30 p.m. at the Farmers Market on 1st Ave SE**
- b) **Consider Recommendation to award contract to Adkins Engineering for the inert landfill.**
Council Member Dunn moved to approve awarding contract to Atkins Engineering for the inert landfill. Council Member Castellow seconded the motion and it passed unanimously.
- c) **Consider request from the Downtown Moultrie Association for special sidewalk sale on Saturday, September 21st.**
Council Member Barber moved to approve request from the Downtown Moultrie Association for special sidewalk sale on Saturday, September 21st. Council Member Clarke Hill seconded the motion and it passed unanimously.

12. Other Business

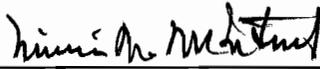
Council Member Clarke Hill thanked everyone coming out and supporting the Boys and Girls Club.

13. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned 6:23 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, OCTOBER 1, 2013 AT 6:00 P.M. IN THE COUNCIL
CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn Magwood-Thomas and Wilson; City Manager Scott, City Attorney Waller, and City Clerk Fast

MEMBER ABSENT: None

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Dunn gave the Invocation and led the Pledge of Allegiance.

3. Approval of Minutes

Third Public Hearing—Proposed Millage Rate—September 17, 2013 at
6:00 p.m.

Regular Session—September 17, 2013

Council Member Clarke Hill moved to approve the Minutes. Council Member Barber seconded the motion and it passed unanimously.

4. Consider Temporary Alcoholic Beverage License Application to sell/dispense Beer for on premises consumption (Location—2024 First Avenue SE)

Applicant Henry Lee Laseter, Bridging the Gap of Georgia Inc
Heroes For Hire Concert

Location 2024 First Avenue SE
(Adams Motor Company)

Date of Event—Saturday, October 12, 2013

Mr. Laseter was present and requested a refund. He was advised only the \$25.00 could be refunded the \$150.00 application was nonrefundable.

City Manager Scott stated the Outdoor Event Permit was denied due to an incomplete application, no written permission from the property owners, and other issues with security and traffic control.

Council Member Barber moved to deny the Temporary Alcoholic Beverage License Application to sell/dispense Beer for on premises consumption (Location—2024 First Avenue SE). Council Member Magwood-Thomas seconded the motion and it passed unanimously.

5. Consider First and Second Reading of an Ordinance setting Public Safety Fee

No action was taken on this item.

6. Consider Appointments of Absentee Ballot Clerks for the Election to be held on November 5, 2013

Dorothy Crapps, Earnestine Dismuke, and Lannie M. Walker

Council Member Dunn moved to approve Appointments of Absentee Ballot Clerks for the Election to be held on November 5, 2013. Council Magwood-Thomas seconded the motion and it passed unanimously.

7. Consider Declaring City of Moultrie share of Bridgeport Brass property as surplus and authorize appropriate City Officials to coordinate with Colquitt County to dispose of property

Council Member Dunn moved to approve Declaring City of Moultrie share of Bridgeport Brass property as surplus and authorize appropriate City Officials to coordinate with Colquitt County to dispose of property. Council Member Clarke Hill seconded the motion and it passed unanimously.

8. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
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- NO FORMAL ACTION CAN BE TAKEN

Mr. Bruce Leigh 109 Tallokas Trails- Sunset Circle south side storm drainage
A copy of the letter dated August 14, 2013 was provided for the record.

9. City Manager's Report

None

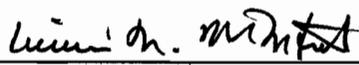
10. Other Business

None
11. **Adjourn**

There being no further business to come before Council, the meeting was adjourned at 6:28 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, OCTOBER 15, 2013 AT 6:00 P.M. IN COUNCIL CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn and Magwood-Thomas, City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: Council Member Wilson

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Barber gave the Invocation and led the Pledge of Allegiance.

3. Approval of Minutes

Regular Session—October 1, 2013

Council Member Clarke Hill moved to approve the minutes. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

**4. Conduct Public Hearing for CDBG Grant Project 11p-x-035-2-5363 Completion—
Second Avenue Neighborhood Streets and Drainage Improvements, Benefiting 111
Residents**

Purpose of Hearing is to inform citizens of the availability of the final quarterly report, to review project accomplishments, and to receive citizens' comments

Mayor McIntosh conducted the Public Hearing. No one came forward.

City Manager Scott presented information on this grant.

**5. Consider Closure of CDBG Grant Project 11p-x-035-2-5363 Second Avenue
Neighborhood Streets and Drainage Improvements, authorize Mayor to sign letter
de-obligating \$5,697.71 remaining in the Grant, and any other documents deemed
necessary to close Grant**

Council Member Castellow moved to approve Closure of CDBG Grant Project 11p-x-035-2-5363 Second Avenue Neighborhood Streets and Drainage Improvements, authorize Mayor to sign letter de-obligating \$5,697.71 remaining in the Grant, and any other documents deemed necessary to close Grant. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

6. Conduct Public Hearing CDBG Grant Award—Northwest Moultrie Neighborhood Revitalization—Phase I

Purpose of Hearing is to discuss approved project activities as follows:

- 1) CDBG funds have been approved for Northwest Moultrie Neighborhood Revitalization—Phase I. Project proposes acquisition and clearance activities, followed by construction of 11 new homes. Project will leverage \$1,155,000 in new home financing.
- 2) Funds are available for the following activities:
 - a) Approximately \$30,000 for activity H-001-00 Acquisition of Property
 - b) Approximately \$165,000 for activity H-004-00 Clearance
 - c) Approximately \$181,500 for activity H-013-00 Down Payment/Closing Cost
 - d) Approximately \$42,000 for activity C-022-00 Contingencies
 - e) Approximately \$31,429 for activity A-21A-00 Administration

Mayor McIntosh conducted the Public Hearing.

Marjorie Jackson, Grant Chapel AME Church inquired about how the process would work for property owners.

City Manager Scott presented the information on the Grant.

7. Consider Resolution of City of Moultrie Authorization for Hedging Natural Gas Through Municipal Gas Authority of Georgia

Council Member Barber moved to approve Resolution of City of Moultrie Authorization for Hedging Natural Gas through Municipal Gas Authority of Georgia. Council Member Clarke Hill seconded the motion and it passed unanimously. *R10-2013-22*

8. Consider Purchase of Equipment for Norman Park CNS Extension in the total amount of \$39,124.42

Council Member Clarke Hill moved to approve the Purchase of Equipment for Norman Park CNS Extension in the total amount of \$39,124.42. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

9. Consider award of bid for trash grinding for yard waste disposal to sole bidder, Langdale Forest Products, Valdosta, Georgia in the amount of \$13 per ton, total price dependent upon total tonnage on site, to be funded in the Public Works' Transfer Station Division FY 13/14 Budget

Council Member Dunn moved to approve awarding of bid for trash grinding for yard waste disposal to sole bidder, Langdale Forest Products, Valdosta, Georgia in the amount of \$13 per ton, total price dependent upon total tonnage on site, to be funded in the Public Works' Transfer Station Division FY 13/14 Budget. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

10. Citizens to be Heard

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 - THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
 - NO FORMAL ACTION CAN BE TAKEN
- a) Marjorie Jackson – Utility Account for Grant Chapel
 - b) Earnestine William, 800 Elliott Brown Street NW- Road conditions and flooding of her yard
 - c) Nadine Brimbury, 213 ML King Jr. Drive- Trash left on her property, businesses in her community causing problems

11. City Manager's Report

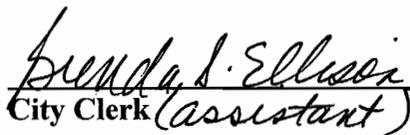
None

12. Other Business

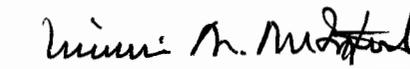
None

13. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:47 p.m.



City Clerk (assistant)



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, NOVEMBER 5, 2013 AT 6:00 P.M. IN COUNCIL CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn, and Magwood-Thomas; City Attorney Waller; City Manager Scott and Assistant City Clerk Ellison

MEMBERS ABSENT: Council Member Wilson; City Clerk Fast

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Dunn gave the Invocation and led the Pledge of Allegiance.

**3. Moultrie-Colquitt County Chamber of Commerce Quarterly Tourism Report—
Terry Shuler**

Terry Shuler, Vice President of Marketing with the Chamber of Commerce, gave the Moultrie-Colquitt County Chamber of Commerce Quarterly Tourism Report.

4. Approval of Minutes

Regular Session—October 15, 2013

Council Member Clarke Hill moved to approve the minutes of the October 15, 2013 Council meeting. Council Member Castellow seconded the motion, and it passed unanimously.

**5. Conduct Public Hearing regarding Alcoholic Beverage License Application for
license to sell beer and wine for off premises consumption (Location—1900 South
Main Street)**

Applicant Dhavalkumar D. Patel, Owner

Location Shriji LLC
 dba Packers Mart
 1900 South Main Street

Application License to sell beer and wine for off premises consumption

Mayor McIntosh opened the Public Hearing. Mr. Patel was present to answer any questions regarding his application.

Mayor Pro Tem Dunn presented an analysis of the application of Mr. Dhavalkumar D. Patel to sell Beer and Wine for off premises consumption at Shriji LLC dba Packers Mart, 1900 South Main Street. The analysis showed satisfactory credit with no collections, judgments or other public records. A check of his criminal history showed no criminal record with Moultrie Police Department, Colquitt County Sheriff's office, NCIC or GCIC. The application was properly advertised. The property is properly zoned and meets all building codes.

No one came forward at this time, and Mayor McIntosh closed the Public Hearing.

6. Consider Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—1900 South Main Street)

Council Member Clarke Hill made a motion to approve the application for license to sell beer and wine for off premises consumption at 1900 South Main Street (see Agenda Item Number 5). Council Member Barber seconded the motion, and it passed unanimously.

7. Consider Resolution of City of Moultrie Authorizing Georgia Environmental Finance Authority (GEFA) CWSRF 11-005 Modification to extend time on Grant, and authorize Mayor and designated personnel to execute modification documents

Council Member Magwood-Thomas made a motion to approve the Resolution authorizing Georgia Environmental Finance Authority (GEFA) CWSRF11-005 Modification to extend time on Grant, and authorize Mayor and designated personnel to execute modification documents. Council Member Castellow seconded the motion, and it passed unanimously. *R11-2013-23*

8. Consider Award of Bids for Norman Park and Doerun Broadband Projects as follows per recommendation of Utilities Director: Evaluated low bid for labor to Edwards Telecommunications Inc (ETI) in the amount of \$437,814, and total bid for material items in the amount of \$210,445 to be purchased from low vendors for each item

Council Member Magwood-Thomas moved to award bids for Norman Park and Doerun Broadband Projects to evaluated low bid for labor to Edwards Telecommunications Inc. (ETI) in the amount of \$437,814.00, and total bid for material items in the amount of \$210,445.00 to be purchased from low vendors for each item. Council Member Dunn seconded the motion, and it passed unanimously.

9. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

- a) Citizen Nadine Bemberry, 213 MLK Jr Drive, came forward and stated she was aware that Mr. Lovett had been charged on October 26th for operating a business without a license. Ms. Bemberry requested Mayor and Council consider a time limit (close at 10:00 p.m.) be placed on any future business license issued at that location.
Ms. Bemberry also read correspondence from concerned citizen(s) residing in the neighborhood and surrounding area.
Ms. Bemberry also requested “no parking” signage be placed on Joe Lewis Avenue. City Manager Scott advised that placing signage would require an ordinance change. Staff would review this location and make a recommendation to Council.
- b) Citizen Doyle Tucker, 1620 Old Camilla Road, came forward stating that he had received City Manager Scott’s letter in response to semi-trucks/trailers parking near/adjacent to his property. Mr. Tucker had a marked map showing an area where trucks and trailers currently parked, which was on AG zoned property.

10. City Manager’s Report

City Manager Scott advised he had no additional items to report at this time.

11. Other Business

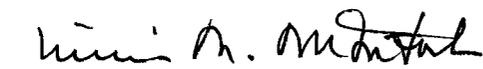
No other business was discussed at this time.

12. Adjourn

There being no further business to come before Mayor and Council, the meeting adjourned at 6:30 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, NOVEMBER 19, 2013 AT 6:00 P.M. IN THE COUNCIL
CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn and Magwood-Thomas; City Attorney Waller; City Manager Scott and City Clerk Fast

MEMBERS ABSENT: Council Member Wilson

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Barber gave the Invocation and led the Pledge of Allegiance.

3. Approval of Minutes

Regular Session—November 5, 2013

Council Member Clarke Hill moved to approve the minutes. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

**4. Conduct Public Hearing regarding Revolving Loan Fund (RLF) Application—
Director of Human Resources and Risk Management—Dale Williams**

To inform citizens of the most current RLF application received and to review the progress of previous EIP and/or RLF applications

These funds must generally be used for the following purpose:

1. To benefit low-and moderate-income persons
OR
2. To aid locally owned business start-ups or expansions where a financial need has been demonstrated and is warranted.

5. Consider Revolving Loan Fund (RLF) Application

Applicant 110 North Main LLC
 For Up to \$200,000

No action was taken on items 4 and 5.

6. **Consider Award of Architect Contract for New Recreation Facility Project located at 1020 Fourth Avenue SW to Random Designs Inc., and authorize Mayor to sign documents deemed necessary for this Project**

Council Member Castellow moved to award Architect Contract for New Recreation Facility Project located at 1020 Fourth Avenue SW to Random Designs Inc., and authorize Mayor to sign documents deemed necessary for this Project. Council Member Barber seconded the motion and it passed unanimously.

7. **Consider Award of Bid and Contract for Streetscape Improvements Project—Phase III—per Recommendation of Engineering Consultant—and authorize Mayor to sign documents deemed necessary for this Project**

Council Member Clarke Hill moved to award Bid and Contract for Streetscape Improvements Project—Phase III—per Recommendation of Engineering Consultant—and authorize Mayor to sign documents deemed necessary for this Project. Council Member Barber seconded the motion and it passed unanimously.

8. **Consider Award of Bid for 2014 Curb and Sidewalk Repair to Johnny Brown III Concrete & Masonry Company, Moultrie, Georgia, low bidder, in the total low unit amount of \$58.15 for all unit items to be funded Public Works Department FY2013-14 with a budgeted amount of \$15,000**

Council Member Clarke Hill moved to award Bid for 2014 Curb and Sidewalk Repair to Johnny Brown III Concrete & Masonry Company, Moultrie, Georgia, low bidder, in the total low unit amount of \$58.15 for all unit items to be funded Public Works Department FY2013-14 with a budgeted amount of \$15,000. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

9. **Consider Approval to Purchase Coaxial Cable and Fiber from Commscope, Sole Supplier, for Norman Park Cable Expansion Project in the total amount of \$224,317.10**

Council Member Magwood-Thomas moved to approve Purchase Coaxial Cable and Fiber from Commscope, Sole Supplier, for Norman Park Cable Expansion Project in the total amount of \$224,317.10. Council Member Dunn seconded the motion and it passed unanimously.

10. **Consider Report and/or Recommendations from Finance & Contracts Council Committee—Chair Cecil Barber**

No action was taken on this item.

11. **Citizens to be Heard**

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

- a) James Bozeman of 2008 Magnolia Avenue requested Council consider amending the ordinance for the number of animals allowed at a resident.
- b) Mark Eure and Erin Willis of Sherwin Williams had questions about buying local and our purchasing policy.
- c) Wanda Ridley of 415 10th Street Northwest complained about the number of people living in a house, children playing in the road, dogs and shots being fired.

12. City Manager's Report

- a) Consider recommendation for the City bid received by the County for the Bridgeport Brass Property for \$5,790 from Cox Truck & Van. Council Member Clarke Hill moved to approve bid received by the County for the Bridgeport Brass Property for \$5,790 from Cox Truck & Van. Council Member Castellow seconded the motion and it passed unanimously.
- b) Consider appointment of the Barbara Jelks and John Norris for the Moultrie-Colquitt County Development Authority Board of Directors. Council Member Barber moved to approve appointment of the Barbara Jelks and John Norris for the Moultrie-Colquitt County Development Authority Board of Directors. Council Member Magwood-Thomas seconded motion and it passed unanimously.

13. Other Business

None

14. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:38 p.m.



City Clerk



Mayor

**MINUTES OF THE REGULAR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, DECEMBER 3, 2013 AT 6:00 P.M. IN THE COUNCIL
CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Barber, Castellow, Clarke Hill, Dunn, Magwood-Thomas and Wilson; City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBER ABSENT: None

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Magwood-Thomas gave the Invocation and led the Pledge of Allegiance.

3. Approval of Minutes

Regular Session—November 19, 2013

Council Member Dunn moved to approve the minutes. Council Member Clarke Hill seconded the motion and it passed unanimously.

4. Conduct Public Hearing regarding Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—2011 West Blvd SW)

Applicant Saba Shahzadi, Owner

Location Hizb, Inc.
 Super Cee
 2011 West Blvd SW

Application License to sell beer and wine for off premises consumption

Mayor Pro Tem Dunn presented an analysis of the application of Ms. Saba Shahzadi to sell Beer and Wine for off premise consumption at Hizb, Inc. Super Cee, 2011 West Blvd SW shows no record of any credit. A check of her criminal history showed no criminal record with the Moultrie Police Department, Colquitt County Sheriff's office, NCIC or GCIC. The application was properly advertised. The property is properly zoned and meets all building codes.

Mayor McIntosh conducted the Public Hearing and no one came forward during the hearing.

Ms. Shahzadi was present to answer any questions.

5. Consider Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—2011 West Blvd SW)

See Agenda Item Number 4

Council Member Clarke Hill moved to approve Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—2011 West Blvd SW). Council Member Magwood-Thomas seconded the motion and it passed unanimously.

6. Conduct Public Hearing regarding Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—1406 West By Pass)

Applicant Abdul R. Zafar, Owner

Location Mega One Seven, Inc.
Mac #2
1406 West By Pass

Application License to sell beer and wine for off premises consumption

Mayor Pro Tem Dunn presented an analysis of the application of Mr. Abdul R. Zafar to sell Beer and Wine for off premise consumption at Mega One Sever, Inc. Mac #2, 1406 West By Pass shows satisfactory recent credit with no collections or judgments. He has a discharged chapter 7 bankruptcy in November 2005. A check of his criminal history showed no criminal record with the Moultrie Police Department, Colquitt County Sheriff's office, NCIC or GCIC. The application was properly advertised. The property is properly zoned and meets all building codes.

Mayor McIntosh conducted the Public Hearing and no one came forward during the hearing.

Mr. Zafar was present to answer any questions.

7. Consider Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—1406 West By Pass)

See Agenda Item Number 6

Council Member Barber moved to approve the Alcoholic Beverage License Application for license to sell beer and wine for off premises consumption (Location—1406 West By Pass). Council Member Castellow seconded the motion and it passed unanimously.

8. Consider First and Second Reading of Ordinance amending Chapter 26—Businesses—in the City of Moultrie Code of Ordinances

Council Member Magwood-Thomas moved to approve First and Second Reading of Ordinance amending Chapter 26—Businesses—in the City of Moultrie Code of Ordinances. Council Member Castellow seconded the motion and it passed unanimously.

9. Consider Award of Bid for three 2014 Chevrolet Caprice Police Package Patrol Vehicles to low bidder, Hardy Chevrolet, Dallas, Georgia, in the total bid amount of \$82,267.53 to be funded through Police Department FY2013-14

Council Member Barber moved to award Bid for three 2014 Chevrolet Caprice Police Package Patrol Vehicles to low bidder, Hardy Chevrolet, Dallas, Georgia, in the total bid amount of \$82,267.53 to be funded through Police Department FY2013-14. Council Clarke Hill seconded the motion and it passed unanimously.

10. Consider Report and/or Recommendations from Finance & Contracts Council Committee—Chair Cecil Barber

Chairman Barber reported the Finance & Contracts Council Committee has been meeting to discuss cost saving items for the city. He advised the Committee recommends the Council consider increasing the millage rate for next upcoming year.

11. Citizens to be Heard

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

- a) Doris James- 610 11th Court SE stated her concerns about dumping on private property that had taken place near her home.
- b) Nadine Bembery-213 ML King, Jr. Drive NW stated her continuing concerns about the activity in her neighborhood. She requested no parking signs and had contacted Chief Lang and City Manager Scott. She thanked Council Members Clarke Hill and Magwood-Thomas for their support for the community concerns.

12. City Manager's Report

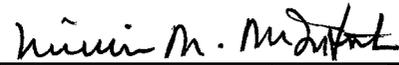
13. Other Business

14. Adjourn

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:20 p.m.



City Clerk



Mayor

**MINUTES OF THE REGUALR SESSION OF THE MOULTRIE CITY COUNCIL
HELD ON TUESDAY, DECEMBER 17, 2013 AT 6:00 P.M. IN THE COUNCIL
CHAMBERS**

MEMBERS PRESENT: Mayor McIntosh, Council Members Castellow, Clarke Hill, Magwood-Thomas and Wilson; City Attorney Waller, City Manager Scott and City Clerk Fast

MEMBERS ABSENT: Council Members Barber and Dunn

1. Call to Order

Mayor McIntosh called the meeting to order.

2. Invocation and Pledge of Allegiance

Council Member Clarke Hill gave the Invocation and led the Pledge of Allegiance.

3. Approval of Minutes

Regular Session—December 3, 2013

Council Member Magwood-Thomas moved to approve the minutes. Council Member Clarke Hill seconded the motion and it passed unanimously.

4. Recognition of 2013 Christmas Parade Winners

Mayor McIntosh thanked everyone and awarded a trophy to winners in various categories in appreciation of their participation of excellence in the parade.

Church

1st Place—Pine Grove

2nd Place—Church of God of Prophecy

Club/Organization

1st Place—Phi Beta Lamda (MTC)

2nd Place—Pavo Royal Court Civic Club

3rd Place—Doerun Girl Scouts

Commercial Business (21 employees and over)

1st Place—Lowe's

2nd Place—Ameris

3rd Place—Uni-Health Magnolia Manor South

Commercial Business (20 employees and under)

1st Place—King's Jewelry

2nd Place—Beans and Strings
3rd Place—David Howington

Schools

1st Place—R. B. Wright Elementary
2nd Place—Okapilco Elementary
3rd Place—Odom Elementary

**5. Consider Third and Final Reading of Ordinance amending Chapter 26—
Businesses—in the City of Moultrie Code of Ordinances**

Council Member Castellow moved to approve Third and Final Reading of Ordinance amending Chapter 26—Businesses—in the City of Moultrie Code of Ordinances. Council Member Magwood-Thomas seconded the motion and it passed unanimously. *Ordinance 2013-138*

**6. Consider First and Second Reading of Ordinance amending Chapter 118—Vehicles
for Hire**

Council Member Clarke Hill moved to approve First and Second Reading of Ordinance amending Chapter 118—Vehicles for Hire. Council Member Castellow seconded the motion and it passed unanimously.

**7. Consider Approval of Right-of-Way Acquisition Documents from the Department
of Transportation for SR Hwy 133 Widening Improvements Project and authorize
Mayor to sign IRS Reporting Information, Property Owners' Affidavits, Easement
and/or Right of Way Deeds, and any other documents deemed necessary to finalize
transfer of properties**

Council Member Castellow moved to approve Right-of-Way Acquisition Documents from the Department of Transportation for SR Hwy 133 Widening Improvements Project and authorize Mayor to sign IRS Reporting Information, Property Owners' Affidavits, Easement and/or Right of Way Deeds, and any other documents deemed necessary to finalize transfer of properties. Council Member Clarke Hill seconded the motion and it passed unanimously.

**8. Consider Approval of Roundabout Lighting Agreement between Department of
Transportation and City of Moultrie for SR 33/US 319 Business at SR 33 South
Project CSSFT-0009-00(846), Resolution and authorize Mayor to sign**

Council Member Magwood-Thomas moved to approve Roundabout Lighting Agreement between Department of Transportation and City of Moultrie for SR 33/US 319 Business at SR 33 South Project CSSFT-0009-00(846), Resolution and authorize Mayor to sign. Council Member Clarke Hill seconded the motion and it passed unanimously. *R12-2013-24*

9. **Consider Report and/or Recommendations from Finance & Contracts Council Committee—Chair Cecil Barber**
No action taken on this item.

10. **Citizens to be Heard**

- ANY PERSON WITH BUSINESS BEFORE THE COUNCIL, **NOT** SCHEDULED ON THE AGENDA AS A **PUBLIC HEARING** MAY SPEAK TO THE COUNCIL
- THE SPEAKER MUST IDENTIFY BY NAME/ADDRESS BEFORE SPEAKING
- NO FORMAL ACTION CAN BE TAKEN

11. **City Manager's Report**

- a) **Consider approval CNS agreement with City of Doerun and authorize Mayor to sign**

Council Member Clarke Hill moved to approve CNS agreement with City of Doerun and authorize Mayor to sign. Council Member Magwood-Thomas seconded the motion and it passed unanimously.

12. **Other Business**

13. **Adjourn**

There being no further business to come before Mayor and Council, the meeting was adjourned at 6:15 p.m.



City Clerk



Mayor