

AGENDA
Work Session
Wednesday, April 26, 2017
5:30 PM

- | | | |
|-----------|---|----------------------------|
| 1. | Call Meeting to Order | Chairman Norman |
| 2. | Invocation | |
| 3. | Water/Sewer | Director Seymour |
| 4. | Solid Waste | Director Seymour |
| 5. | Alcohol Beverage Ordinance | Commissioner Cliatt |
| 6. | Discuss Rescinding Acceptance of Clay Hill Club Road | Chairman Norman |
| 7. | Adjourn | |

**SECOND AMENDMENT TO THE EXCLUSIVE CONTRACT FOR SOLID WASTE
COLLECTION SERVICE BETWEEN LINCOLN COUNTY AND ADVANCED DISPOSAL
SERVICES AUGUSTA, LLC**

THIS SECOND AMENDMENT made this ____ day of _____, 2017 by and between LINCOLN COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through its Chairman and Commissioners, hereinafter referred to as "County", and ADVANCED DISPOSAL SERVICES AUGUSTA, LLC, acting by and through its duly authorized officers, hereinafter referred to as "Contractor".

WHEREAS, the County and Contractor entered into an exclusive contract for Residential Curbside Collection on September 1, 2005 with an effective date of January 1, 2006, hereinafter referred to as the "Agreement"; and

WHEREAS, the County and the Contractor entered into and executed the First Amendment to extend the terms and modified the Agreement on July, 14, 2011, and

WHEREAS, the County and Contractor agree to further extend the terms and rate of compensation as set forth herein:

NOW THEREFORE, in consideration of the mutual covenants in the Agreement and the First Amendment, the County and the Contractor hereby agree to further extend the terms of this Second Amendment as follows:

1. Compensation: Section 5.1: Will be amended to read as follows by using Exhibit A listed below.
2. Term of Contract Section 5.2: Will be amended to read: This renewal agreement is for an additional (7) seven year period starting January 1, 2018 and ending December 31, 2024. The County and the Contractor may agree to renew at any time with any terms and conditions upon mutual consent of both parties.
6. Full Force and Effect Except as amended hereby, the Agreement, and the First Amendment and Second Amendment remains in full force and effect except for changes in the term and compensation.

Signed, sealed and delivered. In the presence of:
Lincoln County

By: _____ Chairman

Attest: _____

Advanced Disposal Services Augusta, LLC

By: _____ Regional Vice President

Attest: _____

EXHIBIT A

Year 1 January 1, 2018 through December 31, 2018	Residential MSW	\$13.37
	2 nd Cart	\$8.24
	Exemptions	\$13.02
Year 2 January 1, 2019 through December 31, 2019	Residential MSW	\$13.37
	2 nd Cart	\$8.24
	Exemptions	\$13.02
Year 3 January 1, 2020 through December 31, 2020	Residential MSW	\$13.54
	2 nd Cart	\$8.35
	Exemptions	\$13.19
Year 4 January 1, 2021 through December 31, 2021	Residential MSW	\$13.72
	2 nd Cart	\$8.46
	Exemptions	\$13.36
Year 5 January 1, 2022 through December 31, 2022	Residential MSW	\$13.90
	2 nd Cart	\$8.57
	Exemptions	\$13.53
Year 6 January 1, 2023 through December 31, 2023	Residential MSW	\$14.08
	2 nd Cart	\$8.68
	Exemptions	\$13.71
Year 7 January 1, 2024 through December 31, 2024	Residential MSW	\$14.26
	2 nd Cart	\$8.79
	Exemptions	\$13.89

NOTES

1. Annual CPI will be locked at 1.3% as long as diesel fuel remains under \$4.50/gallon. (If diesel fuel exceeds \$4.50/gallon, ADS has a right to add a fuel surcharge. However, if ADS elects to add a fuel surcharge, the county can elect to accept the surcharge or put the contract out to bid.)

**SECOND AMENDMENT TO THE EXCLUSIVE CONTRACT FOR SOLID WASTE
COLLECTION SERVICE BETWEEN LINCOLN COUNTY AND ADVANCED DISPOSAL
SERVICES AUGUSTA, LLC**

THIS SECOND AMENDMENT made this _____ day of _____, 2017 by and between LINCOLN COUNTY, GEORGIA, a political subdivision of the State of Georgia, by and through its Chairman and Commissioners, hereinafter referred to as "County", and ADVANCED DISPOSAL SERVICES AUGUSTA, LLC, acting by and through its duly authorized officers, hereinafter referred to as "Contractor".

WHEREAS, the County and Contractor entered into an exclusive contract for Residential Curbside Collection on September 1, 2005 with an effective date of January 1, 2006, hereinafter referred to as the "Agreement"; and

WHEREAS, the County and the Contractor entered into and executed the First Amendment to extend the terms and modified the Agreement on July, 14, 2011, and

WHEREAS, the County and Contractor agree to further extend the terms and rate of compensation as set forth herein:

NOW THEREFORE, in consideration of the mutual covenants in the Agreement and the First Amendment, the County and the Contractor hereby agree to further extend the terms of this Second Amendment as follows:

1. Compensation: Section 5.1: Will be amended to read as follows by using Exhibit A listed below.
2. Term of Contract Section 5.2: Will be amended to read: This renewal agreement is for an additional (5) five year period starting January 1, 2018 and ending December 31, 2022. The County and the Contractor may agree to renew at any time with any terms and conditions upon mutual consent of both parties.
6. Full Force and Effect Except as amended hereby, the Agreement, and the First Amendment and Second Amendment remains in full force and effect except for changes in the term and compensation.

Signed, sealed and delivered. In the presence of:
Lincoln County

By: _____ Chairman

Attest: _____

Advanced Disposal Services Augusta, LLC

By: _____ Regional Vice President

Attest: _____

EXHIBIT A

Year 1 January 1, 2018 through December 31, 2018	Residential MSW	\$13.37
	2 nd Cart	\$8.24
	Exemptions	\$13.02
Year 2 January 1, 2019 through December 31, 2019	Residential MSW	\$13.57
	2 nd Cart	\$8.36
	Exemptions	\$13.21
Year 3 January 1, 2020 through December 31, 2020	Residential MSW	\$13.77
	2 nd Cart	\$8.48
	Exemptions	\$13.40
Year 4 January 1, 2021 through December 31, 2021	Residential MSW	\$13.98
	2 nd Cart	\$8.62
	Exemptions	\$13.61
Year 5 January 1, 2022 through December 31, 2022	Residential MSW	\$14.19
	2 nd Cart	\$8.75
	Exemptions	\$13.82

NOTES

1. Annual CPI will be locked at 1.5% as long as diesel fuel remains under \$4.50/gallon. (If diesel fuel exceeds \$4.50/gallon, ADS has a right to add a fuel surcharge. However, if ADS elects to add a fuel surcharge, the county can elect to accept the surcharge or put the contract out to bid.)

City of Lincoln

Henry L. Brown
Mayor

Martha Jo Austin
City Clerk



125 North Peachtree Street
P.O. Box 489
LINCOLN, GEORGIA 30817
Phone (706) 359-3239
Fax (706) 359-7474

citylinc@nu-z.net
www.cityoflincolnton.com

March 8, 2017

Mr. Walker T. Norman, Chairman
Lincoln County Board of Commissioners
P.O. Box 340
Lincolnton, Georgia, 30817

Re: Lincoln County Wholesale Water Rate

Dear Chairman Norman:

As required by the water agreement between Lincolnton and Lincoln County, our Engineer performed an annual review of water treatment plant expenses to ensure that 2016 expenses were allocated correctly and to set a rate for 2017. The review indicates County water payments exceeded the County's share of operating expenses by \$22,203.98. A check reimbursement for this amount is enclosed. The annual review also calculates a required rate for 2017 of \$1.97 per thousand gallons.

I am enclosing a copy of the unaudited expense review summary for your review. The City Council approved the 2017 water rate at our meeting of March 7, 2016. When our 2016 audit is complete, these reports will be updated and we will make any necessary adjustments at that time.

Please be assured that the City of Lincolnton continues to seek ways to contain operating costs – an effort that benefits both the City and the County.

Sincerely,

Henry L. Brown
Henry Brown, Mayor

Enclosure

cc: Kenneth E. Green, P.E., G. Ben Turnipseed Engineers

This Institution is an Equal Opportunity Provider and Employer

City of Lincoln
 Lincoln County Water
 Wholesale Charge Calculation

2016 Actual-Unaudited Expense Report

EXPENSES	Water		Total
	Distribution	Plant	
OPERATING EXPENSES			
Personal Services			
Salaries	\$ 33,540.77	\$ 57,282.37	\$ 90,823.14
Overtime	\$ 960.91	\$ 13,943.57	\$ 14,904.48
Group Insurance	\$ 6,939.18	\$ 11,851.02	\$ 18,790.20
FICA Expense	\$ 2,986.95	\$ 5,101.25	\$ 8,088.20
Retirement	\$ 2,584.98	\$ 4,414.73	\$ 6,999.71
Unemployment Insurance	\$ 122.44	\$ 209.12	\$ 331.56
Workers Comp	\$ 4,930.11	\$ 8,419.86	\$ 13,349.97
	\$ 52,065.34	\$ 101,221.92	\$ 153,287.26
Purchased/Contracted Services			
Engineering	\$ 1,377.49	\$ 7,839.27	\$ 9,216.76
Attorney	\$ 60.00	\$ 285.00	\$ 345.00
Audit	\$ 3,333.33	\$ 4,458.33	\$ 7,791.66
Water Testing	\$ -	\$ 4,190.00	\$ 4,190.00
Lab Fees	\$ -	\$ 549.50	\$ 549.50
IT Services	\$ -	\$ 500.00	\$ 500.00
Transfer to GF for Admin Costs	\$ -	\$ 8,616.78	\$ 8,616.78
Transfer to GF for Grounds Maintenance	\$ -	\$ 3,850.00	\$ 3,850.00
Water Tank Maintenance Fund	\$ 30,000.00	\$ -	\$ 30,000.00
Building Repairs & Maintenance	\$ -	\$ 630.00	\$ 630.00
Equipment Repairs & Maintenance	\$ 36,022.52	\$ 15,829.46	\$ 51,851.98
Vehicle Repairs & Maintenance	\$ 1,948.31	\$ 2,073.39	\$ 4,021.70
Insurance	\$ 1,432.00	\$ 4,454.00	\$ 5,886.00
Vehicle Insurance	\$ 616.22	\$ 655.78	\$ 1,272.00
Telephone	\$ -	\$ 1,702.09	\$ 1,702.09
Cell Phone	\$ -	\$ 1,117.04	\$ 1,117.04
Postage / Freight (Samples)	\$ -	\$ 1,970.17	\$ 1,970.17
Water Bill Postage	\$ 3,588.34	\$ -	\$ 3,588.34
Advertising	\$ -	\$ 20.25	\$ 20.25
Printing and Binding	\$ 1,453.39	\$ 410.43	\$ 1,863.82
Travel	\$ -	\$ 702.71	\$ 702.71
Dues and Fees	\$ -	\$ 438.72	\$ 438.72
Education & Training	\$ -	\$ 700.00	\$ 700.00
Contract Labor	\$ 29,560.00	\$ 5,280.00	\$ 34,840.00
Uniform Cleaning	\$ 1,269.10	\$ 2,619.94	\$ 3,889.04
	\$ 110,660.70	\$ 68,892.86	\$ 179,553.56
Supplies			
General Supplies and Materials	\$ 2,739.75	\$ 1,484.82	\$ 4,224.57
Office Supplies	\$ 231.65	\$ 732.22	\$ 963.87
Water	\$ -	\$ -	\$ -
Electricity	\$ 282.46	\$ 62,118.94	\$ 62,401.40
Garbage Fees to Columbia County	\$ -	\$ -	\$ -
Gasoline	\$ 1,412.42	\$ 1,503.10	\$ 2,915.52
Water Source Contract	\$ -	\$ 1,933.39	\$ 1,933.39
Small Equipment	\$ 120.00	\$ -	\$ 120.00
Small tools/Parts	\$ 4,143.39	\$ 428.00	\$ 4,571.39
Chemicals	\$ 131.08	\$ 42,691.73	\$ 42,822.81
Bank Service Charges	\$ -	\$ 10.00	\$ 10.00
	\$ 9,060.75	\$ 110,902.20	\$ 119,962.95
TOTAL OPERATING EXPENSES		\$ 281,016.97	
2015 Actual Plant Metered Water		179,048,500	
2015 Actual County Big Meter (A, B, BPS)		91,694,900	
County Percentage		51.2%	
County O&M Expense	\$	143,915.33	
City O&M Expense	\$	137,101.65	
GEFA Loan Amount	\$	410,000.00	
Water Plant Portion	\$	250,362.84	
GEFA Loan Payment	\$	20,500.00	
Water Plant Portion	\$	12,518.14	
County Portion @ 50%	\$	6,259.07	
TOTAL COUNTY OBLIGATION	\$	150,174.40	
Total Water Charges Assessed Lincoln County	\$	172,378.38	
Shortage Payable to City (Overage Due Lincoln County)	\$	(22,203.98)	

City of Lincoln
 Lincoln County Water
 Wholesale Charge Calculation

2017 Estimated

EXPENSES	Water		Total
	Distribution	Plant	
OPERATING EXPENSES			
Personal Services			
Salaries	\$ 34,211.59	\$ 58,428.02	\$ 92,639.60
Overtime	\$ 980.13	\$ 14,222.44	\$ 15,202.57
Group Insurance	\$ 7,077.96	\$ 12,088.04	\$ 19,166.00
FICA Expense	\$ 3,046.69	\$ 5,203.27	\$ 8,249.96
Retirement	\$ 2,636.68	\$ 4,503.03	\$ 7,139.70
Unemployment Insurance	\$ 124.89	\$ 213.30	\$ 338.19
Workers Comp	\$ 5,028.71	\$ 8,588.25	\$ 13,616.97
	<u>\$ 53,106.65</u>	<u>\$ 103,246.36</u>	<u>\$ 156,353.01</u>
Purchased/Contracted Services			
Engineering	\$ 1,000.00	\$ 6,500.00	\$ 7,500.00
Attorney	\$ 300.00	\$ 300.00	\$ 600.00
Audit	\$ 3,333.33	\$ 4,458.33	\$ 7,791.66
Water Testing	\$ -	\$ 4,190.00	\$ 4,190.00
Lab Fees	\$ -	\$ 549.50	\$ 549.50
IT Services	\$ -	\$ 500.00	\$ 500.00
Transfer to GF for Admin Costs	\$ -	\$ 9,000.00	\$ 9,000.00
Transfer to GF for Grounds Maintenance	\$ -	\$ 3,850.00	\$ 3,850.00
Water Tank Maintenance Fund	\$ 30,000.00	\$ -	\$ 30,000.00
Building Repairs & Maintenance	\$ -	\$ 630.00	\$ 630.00
Equipment Repairs & Maintenance	\$ 20,000.00	\$ 28,000.00	\$ 48,000.00
Vehicle Repairs & Maintenance	\$ 1,948.31	\$ 2,073.39	\$ 4,021.70
Insurance	\$ 1,460.64	\$ 4,543.08	\$ 6,003.72
Vehicle Insurance	\$ 628.55	\$ 668.89	\$ 1,297.44
Telephone	\$ -	\$ 1,736.13	\$ 1,736.13
Cell Phone	\$ -	\$ 1,139.38	\$ 1,139.38
Postage / Freight (Samples)	\$ -	\$ 2,009.57	\$ 2,009.57
Water Bill Postage	\$ 3,588.34	\$ -	\$ 3,588.34
Advertising	\$ -	\$ 50.00	\$ 50.00
Printing and Binding	\$ 1,482.46	\$ 418.64	\$ 1,901.10
Travel	\$ -	\$ 1,500.00	\$ 1,500.00
Dues and Fees	\$ -	\$ 500.00	\$ 500.00
Education & Training	\$ -	\$ 1,500.00	\$ 1,500.00
Contract Labor	\$ 10,000.00	\$ 7,500.00	\$ 17,500.00
Uniform Cleaning	\$ 1,294.48	\$ 2,672.34	\$ 3,966.82
	<u>\$ 75,036.10</u>	<u>\$ 84,289.26</u>	<u>\$ 159,325.36</u>
Supplies			
General Supplies and Materials	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
Office Supplies	\$ 250.00	\$ 750.00	\$ 1,000.00
Water	\$ -	\$ -	\$ -
Electricity	\$ -	\$ 56,000.00	\$ 56,000.00
Garbage Fees to Columbia County	\$ -	\$ -	\$ -
Gasoline	\$ 1,440.67	\$ 4,433.16	\$ 5,873.83
Water Source Contract	\$ -	\$ 1,933.39	\$ 1,933.39
Small Equipment	\$ 120.00	\$ -	\$ 120.00
Small tools/Parts	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00
Chemicals	\$ 200.00	\$ 35,000.00	\$ 35,200.00
Bank Service Charges	\$ -	\$ -	\$ -
	<u>\$ 5,010.67</u>	<u>\$ 101,116.55</u>	<u>\$ 106,127.22</u>
TOTAL OPERATING EXPENSES		\$ 288,652.17	
2015 Actual Plant Metered Water		154,000,000	
2015 Actual County Big Meter (A, B, BPS)		65,000,000	
County Percentage		42.2%	
County O&M Expense		\$ 121,833.71	
City O&M Expense		\$ 166,818.46	
GEFA Loan Amount		\$ 410,000.00	
Water Plant Portion		\$ 250,362.84	
GEFA Loan Payment		\$ 20,500.00	
Water Plant Portion		\$ 12,518.14	
County Portion @ 50%		\$ 6,259.07	
TOTAL COUNTY OBLIGATION		\$ 128,092.78	
2016 Estimated County Water Usage		65,000,000	
REQUIRED RATE (per 1,000 gallons)		\$ 1.97	



Civil and Environmental Engineers

March 31, 2016

Mr. Roby Seymour, Public Works Director
Lincoln County
P.O. Box 340
Lincolnton, Georgia 30817

RE: Sewer System Revenue and Expense Analysis and Sewer Rate Calculations

Dear Roby:

As you know, Lincoln County’s sewer system is still quite young. The County sewer system began operation around the year 2000 with only a hand full of customers in the Old Petersburg Road area. Then in 2012 construction was completed on a major expansion to serve the Blackjack Community. Currently the County serves approximately 158 sewer customers.

Since the sewer system is still in its infancy it has struggled to financially break even each year even though the water system contributes approximately \$29,700 to the sewer system revenues. Additionally, the County is expecting an increase from the City of Lincolnton for the wastewater treatment fee. Currently the City charges \$2.47 per thousand gallons of wastewater treated. The new treatment fee will be \$3.18 per thousand gallons, which is a 29% increase.

Unfortunately, the County Sewer System will not be able to absorb this increase and must increase rates to its customers. Based on our analysis the County will need to raise the sewer rates approximately 17% over the next three years. We recommend the rates increase 6% in 2016 and 2017, and 5% in 2018. Proposed sewer rates for each year are as follows:

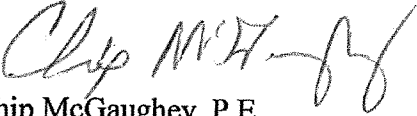
<u>Year</u>	<u>Min. Bill (1st 1,500 gal.)</u>	<u>Cost/1000 gal</u>	<u>Average Bill</u>
Current	\$25.83	\$6.15	\$35.06
2016	\$27.38	\$6.52	\$37.16
2017	\$29.02	\$6.91	\$39.39
2018	\$30.47	\$7.26	\$41.36

With anticipated growth in the sewer system, it is possible for the sewer system to obtain a coverage ratio of approximately 1.10 by 2018 with the above increases.

Mr. Roby Seymour, Public Works Director
March 31, 2016
Page 2 of 2

Please review this information and feel free to contact us with any questions.
Thank you for allowing us to serve the citizens of Lincoln County.

Sincerely,



Chip McGaughey, P.E.
Project Manager

CM:rl

Cc: Honorable Wade Johnson, Lincoln County
Ms. Traci Bussey, Lincoln County
Ms. Corinne Valentine, EMI

LINCOLN COUNTY, GEORGIA

BOARD OF COMMISSIONERS

Resolution Entitled: Lincoln County, Georgia 2015 Water and Sewer Rate Resolution

ADOPTION:

At the regular meeting of the Lincoln County, Georgia Board of Commissioners held at the Lincoln County Courthouse, at 210 Humphrey Street, Lincolnton, Georgia.

On motion of Commissioner Cliatt and seconded by Commissioner Williams, and which carried by a vote of 4-0, the Resolution of the Lincoln County Board of Commissioners set forth below is adopted:

WHEREAS, on August 13, 2015, the Board of Commissioners adopted a 2016 through 2019 Water and Sewer Resolution to begin on January 1, 2016 and remain in effect through December 31, 2019; and

WHEREAS, the 2015 Resolution provided for gradual increases in the water and sewer rates charged to customers to allow, in accordance with sound financial management policies, an appropriate level of working capital to be maintained for the water and sewer system for future years operations and to service future bond refinance indebtedness known as the "Water and Sewerage System Revenue Refunding Bonds, Series 2015" adopted this same date; and

WHEREAS, the 2015 Resolution provides for an increase in water and sewer rates for 2016 through and including 2019 to aid in the refinancing of certain bond indebtedness known as the "Water and Sewerage System Revenue Refunding Bonds, Series 2015" adopted this same date, and to aid in the maintenance of the appropriate level of working capital for future water and sewer operations; and


WHEREAS, sound financial management and planning policies require the Board of Commissioners to consider the future working capital needs for the county's water and sewer system for future year operations beyond 2015, and to aid in the re-financing of certain bonds known as the "Water and Sewerage System Revenue Refunding Bonds, Series 2015", and adopted this same date; and

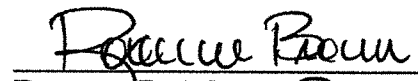
WHEREAS, the Board of Commissioners believes that the adoption of a new 2015 water and sewer rate resolution and adopting rates to be effective January 1, 2016 and ending on December 31, 2019, will allow the county to address working capital needs of water and sewer operations in future years, and repayment of indebtedness known as "Water and Sewerage System Revenue Refunding Bonds, Series 2015" adopted this same date; and


WHEREAS, Engineering Management Inc., the county's consulting engineers for the bond refinancing project known as the "Water and Sewerage System Revenue Refunding Bonds, Series 2015", has recommended to the Board of Commissioners this water and sewer rate increase to protect the future working needs of the water and sewer system, and to aid in payment of the re-finance of the current bond obligations owed by the county as a result of the "Water and Sewerage System Revenue Refunding Bonds, Series 2015" and adopted this same date.


NOW THEREFORE, BE IT RESOLVED, by the Lincoln County Board of Commissioners, in accordance with the Lincoln County Code of Ordinances Section 70-121-Water Ordinances, adopted June 14, 2001, the Lincoln County Board of Commissioners hereby adopts the following 2016 through 2019 **WATER AND SEWER RATE RESOLUTION** attached hereto as "Exhibit A".


IT IS SO RESOLVED, this 13th day of August, 2015.


H. Wade Johnson
Chairman

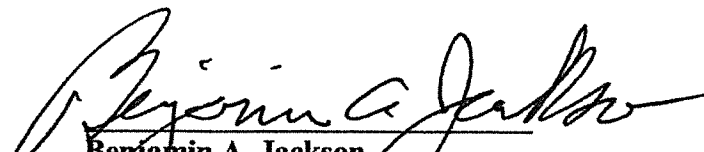

Roxanne B. Ashmore Brown
Clerk of Commission


Virginia Williams
District One Commissioner


H. Cooper Cliatt
District Three Commissioner


Larry Collins
District Two Commissioner


Richard P. Brown
District Four Commissioner


Benjamin A. Jackson
County Attorney

"EXHIBIT A"

FY16 to FY20 Proposed Water Rates and Average Water Bill

YEAR	Base Rate (1st 1,500 Gal.)	Cost per thousand over 1,500 Gal.	Average Bill
Current	\$24.50	\$6.00	\$34.28
FY16	\$25.85	\$6.33	\$36.17
FY17	\$27.27	\$6.68	\$38.15
FY18	\$28.77	\$7.05	\$40.25
FY19	\$30.35	\$7.43	\$42.47

CITY SEWER BILL OVERAGES

Month	Usage	Amount Billed	Contract Bill
Feb-16	614,000	\$ 1,952.52	\$ 1,897.26
Mar-16	554,000	\$ 1,761.72	\$ 1,711.86
Apr-16	592,000	\$ 1,882.56	\$ 1,829.28
May-16	519,000	\$ 1,650.42	\$ 1,603.71
Jun-16	511,000	\$ 1,624.98	\$ 1,578.99
Jul-16	503,000	\$ 1,599.54	\$ 1,554.27
Aug-16	504,000	\$ 1,602.72	\$ 1,557.36
Sep-16	446,000	\$ 1,418.28	\$ 1,378.14
Oct-16	448,000	\$ 1,424.64	\$ 1,384.32
Nov-16	477,000	\$ 1,516.89	\$ 1,473.93
Dec-16	573,000	\$ 1,822.14	\$ 1,770.57
Jan-17	792,000	\$ 2,518.56	\$ 2,447.28
Feb-17	476,000	\$ 1,513.68	\$ 1,470.84
Total	7,009,000	\$ 22,288.65	\$ 21,657.81

Original Contract Price

Infrastructure	Treatment	Total	
\$ 1.20	\$ 1.47	\$ 2.47	

City Increase

Infrastructure	Treatment	Total	
\$ 1.29	\$ 1.89	\$ 3.18	29%

Contract Increase

Infrastructure	Treatment	Total	
\$ 1.20	\$ 1.89	\$ 3.09	29%

Sec. 10-35. - Hours and days of sale.

(a)~~*Weekdays and Saturday.*~~ No retail dealers shall engage in the sale of malt beverages or wine on weekdays and Saturdays except between the hours of 6:00 a.m. and 12:00 a.m. All persons shall be off the premises of package stores by 12:00 midnight on weekdays and Saturdays, at which time any package store shall close for business. Grocery or convenience stores where the principal business is the sale of groceries and other like items and the sale of malt beverages and wine is incidental thereto may remain open during other hours but shall not sell malt beverages or wine except during the times and hours specified herein, and, at all times when the sale of malt beverages or wine is prohibited, all malt beverages or wine shall be out of sight and under lock and key.

Alcohol may be sold at all times not otherwise prohibited by state law.

(b)*Sundays.*

(1)*Package sales.* No retail dealers shall engage in the sale of malt beverages or wine by the package on Sundays except between the hours of 12:30 p.m. and 11:30 p.m. All persons shall be off the premises of the package store by 11:30 p.m. on Sundays, at which time said package store shall close for business. Grocery or convenience stores where the principal business is the sale of groceries and other like items and the sale of malt beverages and wine is incidental thereto may remain open during other hours but shall not sell malt beverages or wine except during the times and hours specified herein, and, at all times when the sale of malt beverages or wine is prohibited, all malt beverages or wine shall be out of sight and under lock and key.

(2)*Consumption on the premises.* No retail dealers shall engage in the sale of malt beverages or wine for consumption on the premises on Sundays except between the hours of 12:30 p.m. and 12:00 midnight in any licensed establishments which derives at least 50 percent of its total annual gross sales from the sale of prepared meals or food in all of the combined retail outlets of the individual establishment where food is served.

(c)*Christmas Day.* Retail dealers shall not permit the sale of malt beverages or wine on Christmas Day or any other day on which state law prohibits the sale of malt beverages and wine.

(d)*Election days.* On any county, state, or national election day, unless prohibited by state law, retail dealers may engage in the sale of malt beverages and wine in the unincorporated areas of Lincoln County, Georgia, between the hours of 6:00 a.m. and 12:00 a.m.

(e)*Wholesalers.* The business hours of wholesale dealers shall be the same hours and days as retail dealers are allowed to engage in the sale of malt beverages and wine by the terms of subsections (a) and (b) of this section.