

14-R-3004

(Do Not Write Above This Line)

A RESOLUTION BY COUNCILMEMBER *J. F. Williams*

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A NON-RESIDENTIAL GAS EXTENSION CONTRACT ("CONTRACT") WITH THE ATLANTA GAS LIGHT COMPANY ("AGL") ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, FOR THE ATLANTA STREETCAR PROJECT AND ITS VEHICLE MAINTENANCE FACILITY, LOCATED AT 274 AUBURN AVENUE, ATLANTA, GA 30303, TO INSTALL GAS FACILITIES AND PROVIDE NATURAL GAS SERVICES. ALL CONTRACTED SERVICES SHALL BE CHARGED TO AND PAID FROM THE FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Substitute

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred: *1/6/14*
 Referred To: *Transportation*
 Date Referred:
 Referred To:
 Date Referred:
 Referred To:

First Reading

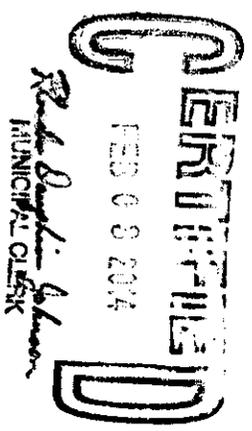
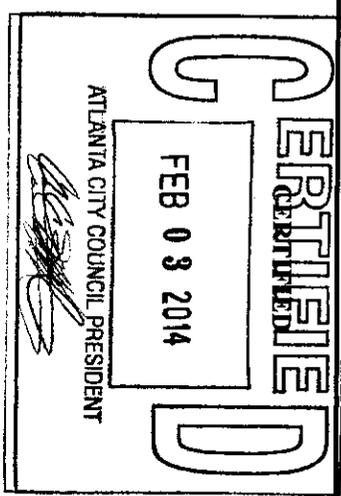
Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee *Transportation*
 Date *February 15, 2014*
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members *Substitute*

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
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 Refer To _____

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote



MAYOR'S ACTION

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
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 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____
 Refer To _____

ADOPTED BY
FEB 0 3 2014
COUNCIL

APPROVED
FEB 1 2 2014
 WITHOUT SIGNATURE
 BY OPERATION OF LAW

3578

A RESOLUTION

BY COUNCILMEMBER C. T. MARTIN

AS SUBSTITUTED BY TRANSPORTATION COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A NON-RESIDENTIAL GAS EXTENSION CONTRACT ("CONTRACT") WITH THE ATLANTA GAS LIGHT COMPANY ("AGL") ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, FOR THE ATLANTA STREETCAR PROJECT AND ITS VEHICLE MAINTENANCE FACILITY, LOCATED AT 274 AUBURN AVENUE, ATLANTA, GA 30303, TO INSTALL GAS FACILITIES; ALL CONTRACTED SERVICES SHALL BE CHARGED TO AND PAID FROM THE FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES .

WHEREAS, the City of Atlanta ("City") was awarded a TIGER II grant to fund the construction of the Atlanta Streetcar Project ("Project"); and

WHEREAS, the first phase of the Project will extend for approximately 2.7 miles in the heart of Atlanta's downtown, business, tourism and convention corridor located along Peachtree Street, Luckie Street, Edgewood Avenue and Auburn Avenue, connecting Centennial Olympic Park with the Sweet Auburn and Edgewood districts; and

WHEREAS, completion of the Project will include the construction of a Vehicle Maintenance Facility located at 274 Auburn Avenue, Atlanta, GA 30303 ("Premises"); and

WHEREAS, the City occupies, as lessee, the Premises and has made application for gas facilities to be installed by AGL on the Premises; and

WHEREAS, the facilities of AGL are not now available; however, AGL is willing to make its facilities available to the Vehicle Maintenance Facility; and

WHEREAS, in order to accomplish the installation of gas facilities to the Project and its Vehicle Maintenance Facility, it is necessary for the City to enter into the Contract (See Exhibit Attached hereto and incorporated herein by reference.) with AGL, to establish the terms and conditions of said installation; and

WHEREAS, while the cost of the installation shall be paid from the Tiger II Grant funds, the City is responsible for its share of the local match in the amount of \$5,405.06.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES AS FOLLOWS:

Section 1: The Mayor or his designee is hereby authorized to execute on behalf of the City the Contract with AGL for the installation of gas facilities for the Project and its Vehicle Maintenance Facility, or other needed locations.

Section 2: The City's share of the local match for all contracted work shall be charged to and paid from Fund 2501 (Intergovernmental Grant Fund) Department 040416 (Exe Capital Projects) Account 5710001 (Payments to Other Govts) Function Activity 7550001 (Streetcar Project) Project 111097 (Street Car Phase I) Funding Source 11996 (Street Car Aura).

Section 3: The City Attorney is hereby directed to prepare the Contract appropriately for execution by the Mayor or his designee.

Section 4: The Contract shall not become binding on the City, and the City shall incur no liability upon same, until the Contract has been executed by the Mayor or his designee and delivered to AGL.

Section 5: This Resolution shall become effective immediately upon signing by the Mayor or as otherwise provided by the operation of law.

A true copy



Deputy Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

FEB 03, 2014
FEB 12, 2014

EXHIBIT A - 14-R-3004

NON-RESIDENTIAL GAS EXTENSION CONTRACT

AGL Resources

#815.07
STATE OF GEORGIA
COUNTY OF FULTON
DATE: 10/24/2013

AFE NO _____ BCA ID _____ 102627
APPLICANT City of Atlanta
LOCATION 274 AUBURN AVE, ATLANTA, GA 30303
MAILING ADDRESS 55 Trinity AVESUITE 4310,
 ATLANTA, GA 30303

THIS AGREEMENT, entered into by and between Atlanta Gas Light Company, hereinafter called Company, and City of Atlanta hereinafter called Applicant, witnesseth:

WHEREAS, Applicant owns, or occupies as lessee, certain property in Land Lot No. 51 of the 14 District of FULTON County, GEORGIA, being No. 274 Auburn AVE., in the City of Atlanta; and has made application for gas to be supplied by Company to above property; and

WHEREAS, facilities of Company are not now available; and Company is willing to make its facilities available to Applicant, subject to its Rules and Regulations as hereinafter referred to,

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived therefrom, the parties hereto bind themselves, their personal representatives, successors and assigns, as follows:

(1) Company will install gas facilities to serve Applicant in accordance with Rule 8 of Company's Rules and Regulations attached hereto, and made apart hereof. The Company will install gas facilities, substantially as configured in Attachment A, including 1 gas meter(s) to serve the total equipment load indicated in Schedule A at a delivery pressure of 5 #. Any changes to these facilities or their configuration required by the Applicant will be provided by the Company and paid for by the Applicant at the Company's current material and labor rates.

(2) Applicant will install and commence using in a bona fide manner within six months after the date of the completion of the extension, and continue to so use for a period of 10 years those appliances and equipment indicated by Schedule A hereof, on which the Company has relied in computing the Estimated Annual Revenues and the allowable investment, as defined in Rule 8 B (1), for facilities allowed free to the Applicant and the advance, if any, to be paid by Applicant to Company.

(3) Within one year after service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues in accordance with Schedule A has been met.

(4) If Based upon this determination, there is a lesser Allowable Investment than that originally granted, and a payment is required in addition to the prior payment by the applicant, if any, such additional payment shall be paid by the Applicant. The total payment(s), if any, by the Applicant shall not exceed the Estimated Cost to Serve indicated in Schedule A unless changes in facilities are required by the Applicant.

(5) Refunds of any payments, contributions or advances hereunder shall be made in accordance with Rule 8 B (5) (c). Refunds will be made if excess allowable investment applied to the refund is above that which is necessary to cover the cost of equipment and facilities of the additional customers. No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of five (5) years or the period contracted for in (2). No refund will be given if a new main extension is required to serve these new customers.

(6) No assignment of this Agreement by applicant shall be effective unless prior written approval shall have been granted by Company.

(7) Two or more parties may make a joint advance on the same facilities extension. In such cases the total free length thereof will be considered to be the sum of the individual allowances that are applicable under the Rules and Regulations of the Company. The amount to be advanced by the members of the group shall be apportioned among them in such manner as they shall mutually agree upon.

(8) Legal and equitable title to all mains, service lines and appurtenances installed under this Agreement shall be and remain in the Company, and the Company shall have the right, without the consent of, or any refund to, the Customer, (a) to extend the gas main or connect additional gas mains to any part of it, and (b) to serve new additional regular customers at any time through service connections attached to such main or to extended or connected gas mains.

(9) This Agreement is subject to all Rules and Regulations of the Company which are now or may hereafter be issued, approved, or otherwise made effective, by the Georgia Public Service Commission, or by any other governmental body having jurisdiction with respect to the Company. References herein to certain portions of such Rules and Regulation, as they now exist, shall not be construed as exclusive, and all other portions in effect from time to time shall apply as fully as though they had been specifically referred to herein. The Company may rescind this offer if either party fails to execute the contract within 45 days of the day and year above.

(10) Applicant acknowledges that in executing this Agreement they have not relied upon any representation by the Company relating to the estimated completion date of the gas extension covered by this Agreement.

Schedule A		
A	Estimated Cost To Serve	\$18,180.50
B	Estimated Annual Revenue	\$240.00
C	Contribution Required by Applicant	\$23,612.83
D	USF Amount	
E	Total Required by Applicant	\$23,612.83
F	Contribution Amount Eligible for Refund	\$0.00
G	Customer Gas Equipment	
UseCode	Gas Equipment	Cubic Feet/Hour
CGE	Generator	2026

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals

BY _____ City of Atlanta

PRINT NAME _____

APPLICANT _____

WITNESS _____

DATE _____

TITLE _____

ATLANTA GAS LIGHT COMPANY

BY _____

TITLE _____

DATE _____

WITNESS _____

MARKETER _____

ATLANTA GAS LIGHT COMPANY NON-RESIDENTIAL MAIN AND SERVICE EXTENSION RULE 8

Service Lines and distribution mains necessary to furnish permanent service to Applicants for Non-residential Service within established service areas of the Company will be constructed by the Company in accordance with the following provisions:

A: General

The Company will construct, own, operate and maintain gas distribution mains generally along public streets, roads and highways that the Company has the legal right to occupy and, at the Company's election, on public lands and private property across which rights-of-way satisfactory to the Company may be obtained without cost to the Company.

The Company will construct, own, operate and maintain a Service line of suitable capacity from its distribution main to the Premises of the Applicant. All such main and service facilities will be provided pursuant to the following provisions.

B: 1. Calculation of Allowable Investment

- (a) The allowable investment in metering and regulating equipment, main and Service Line to be made by the Company without contribution or payment by the Applicant shall not exceed the Estimated Annual Revenues from the extension divided by the Levelized Annual Carrying Charge Rate applicable to the investment.
- (b) The Levelized Annual Carrying Charge Rate shall be calculated by using the weighted average cost of capital as determined by the Commission in the Company's last rate proceeding adjusted for taxes and depreciation required to recover the Company's investment over the economic life of such investment as determined, from time to time, by the Company. These costs will be discounted at the Company's after-tax rate of return.
- (c) The required investment in Company facilities shall be based upon engineering cost estimates.
- (d) The economic life factor used in computing the levelized annual carrying charge rate hereunder shall not be more than 15 years for Firm service. For Interruptible Service the economic life factor shall not be more than five years. The Company reserves the right to adjust the economic life factors to recognize any conditions that would make the use of a typical economic life factor imprudent. The economic life shall not be greater than the term of the contract for such service.
- (e) Estimated Annual Revenues shall be based upon the contractual commitment of the Customer at the approved rates of the Company in effect when construction of the extension begins.

2. Order of Application

- (a) The allowable investment shall be applied in the following order to the equipment and facilities required in the extension: metering and regulating equipment; Service Line; and main.
- (b) In the event that the allowable investment is not sufficient to cover the cost of the equipment and facilities required in the extension, the Applicant will be required to pay the excess costs, determined in accordance with the provision of subparagraph (B) 1, above.

3. Limitations

No allowable investment will be made for auxiliary or incidental uses of Gas. The Company shall not be required to provide any connection to the Company's system where such connection may have an adverse impact on existing Customers.

4. Length and Location

- (a) The length of main required for a main extension or the length of Service Line will be considered as the distance along the shortest practical route, as determined by the Company, from the Company's nearest distribution main, capable in the opinion of the Company of properly supplying the Applicant. Irrespective of the total allowable investment, the Company shall not be required to extend a main or Service Line a greater distance than necessary in the judgment of the Company to serve an Applicant.
- (b) The Service Line shall be of the size and type required to supply the principal requirements of the Premises served, and shall extend from the Company's main to the first reasonable acceptable meter location as determined by the Company.
- (c) Company reserves the right to designate the locations and specifications for the main taps, service lines, curb cocks, meters and regulators and to determine the amount of space that must be left unobstructed for the installation and maintenance thereof. Applicant may request an alteration of such designation and, if consented to by the Company, the cost of such revised designation in excess of the cost of the original Company design shall be borne by the Applicant regardless of whether the length of service line laid as requested by Applicant comes within the allowable investment provided in this Rule. Further, the Company may require Applicant to provide both power and phone lines to the location of such metering facilities.

5. Extensions Beyond the Free Length

(a) Payment Provisions

Extensions of mains or Service Lines beyond the allowable investment will be made by the Company provided that the Applicant pays to the Company the excess cost of such main or service lines.

(b) Adjustment of Allowable Investment and Payments

- (i) Within one year after service is commenced to a Customer, the Company will determine if the Estimated Annual Revenues determined in accordance with Section B (1) (e) above have been achieved.
- (ii) If, based upon the above determination, there is a lesser allowable investment than that originally granted, and a payment is required in addition to the prior payment by the Applicant, if any, such additional shall be paid by the Applicant.

(c) Refunds of Payments

(i) Refunds of payments will be made for gas equipment installed by any additional customer connecting to the extension requiring a payment provided such excess allowable investment applied to the refund is above that which is necessary to cover the cost of the equipment and facilities of the additional customer.

(ii) The Service Line for each additional customer shall be directly connected to the main extension and no further extension of main is required.

(iii) The amount of such refund to the party or parties who made the initial advance shall not exceed the excess allowable investment generated.

(iv) When two or more parties make a joint advance on the same extension, any amounts refunded will be distributed to the parties in the same proportion as the original contribution.

(v) No refund will be made by the Company in excess of the amount advanced by the Customer or Customers nor after the lesser period of (5) years or the period contracted for from the date the Company is first ready to render service from the extension. Any unrefunded amount at the end of the period will become the property of the Company.

(vi) Any additional main to be connected in any manner to main already laid or to a main provided for under an existing agreement for main extension, as provided for in the rule, shall be considered a new main extension, and no refund or repayment of any kind with respect to such new main or any Customer to be served from or through such new main shall be made to any customer who made an advance for the installation of the main already laid or for the main provided for under such existing agreement.

No refunds will be made for funds advanced through the universal Service Fund.

(d) One Service Line for a Single Premise

The Company will not install more than one Service Line to supply the Premises of an individual Customer unless for the convenience of the Company or an Applicant requests an additional Service Line and, in the judgment of the Company, an unreasonable burden would be placed on the Applicant if the additional Service Line were not installed. When an additional Service Line is installed under these conditions at the Applicant's request, the Applicant shall pay for the entire length of said additional Service Line, meter and regulating equipment at the costs provided in subparagraph B (i) (c) above.

(e) Relocation of Service

(i) When in the judgment of the Company the relocation of a service line, including metering and regulating facilities, is necessary to maintain adequate service or for the operating convenience of the Company, the Company shall relocate the same at its expense.

(ii) If relocation of a Service Line, including metering and regulating facilities, is for the convenience of the Applicant or the Customer, such relocation shall be performed by the Company at the expense of the Applicant or the Customer.

C. Special Conditions

(1) Contracts

The Applicant will be required to execute a contract covering the terms under which the Company will install mains, services, metering and regulating equipment in accordance with the provisions of these Rules and Regulations. The contract will provide that Applicant will install, commence using in a bona fide manner within six months after the date of the completion of the extension and continue to so use for the period contracted for, those appliances and equipment on which the Company's allowable investment is based. Such contract will also provide that if the Applicant fails to take service or fails to install and use the appliances and equipment described in the contract, the Company may calculate and bill the Applicant and the Applicant shall pay an amount according to the Company's non-residential main and service extension rules in effect at the time the extension was made as if service had been requested on the basis of the actual equipment installed and utilized.

(2) Periodic Review

The Company will as soon as practicable after the close of each of its fiscal years review its costs of construction of mains, services and metering and regulating equipment, and file with the Commission the unit charges for such facilities.

(3) Extension for Temporary Service

Extension for temporary service or for operations that in Company's opinion are of a questionable permanence will not be made under this Rule, but will be made in accordance with the rule pertaining to temporary service.

(4) Service From High Pressure Mains

Service shall be provided from a normal distribution facility of the Company. Company reserves the right, at its sole option, to refuse to extend facilities from any of its lines operating at pressures in excess of 100 US PSIG.

(5) Title to Facilities

Legal and equitable title to all mains installed by the Company upon which an advance, contribution, or other payment has been made shall be and remain in the Company, and the Company shall have the right without the consent of, or any refund to, any party who made such advance, contribution or other payment:

a. To extend the gas main or connect additional gas mains to any part of it.

b. To serve new additional Customers at any time through service connections attached to such main or to extended or connected gas mains.

(6) Exceptional Cases

In unusual circumstances when the application of this Rule appears impractical or unjust to either party, the Company or the Applicant may refer the matter to the Commission for special ruling thereon prior to commencing construction.



For Official Use Only

NOTICE OF INTENT

VERSION 2008

State of Georgia
Department of Natural Resources
Environmental Protection Division

For Coverage Under the 2008 Re-Issuance of the
NPDES General Permits No. GAR100003 To Discharge Storm Water
Associated With Construction Activity for Common Developments

BLANKET SECONDARY PERMITTEE

NOTICE OF INTENT (Check only one) :

- Annual Notification (Submitted on or before January 15 of the year in which coverage is desired)
- Re-Issuance Notification (Submitted within 60 days of effective date of General NPDES Permit No. GAR 100003)
- Change of Information

I. BLANKET SECONDARY PERMITTEE INFORMATION

Blanket Secondary Permittee's Name: Atlanta Gas Light Company Phone: 800-599-3770
 Address: 10 Peachtree Place City: Atlanta State: GA Zip Code: 30309

Utility Sub-Contractor's Name (Optional): NA Phone: NA
 Address: NA City: NA State: NA Zip Code: NA

Facility Construction Site Contact: Brian leavell Phone: 800-599-3770

II. CONSTRUCTION SITE ACTIVITY INFORMATION

Construction Activity Type: Commercial Industrial Municipal Residential

III. CERTIFICATIONS (Blanket Secondary Permittee)

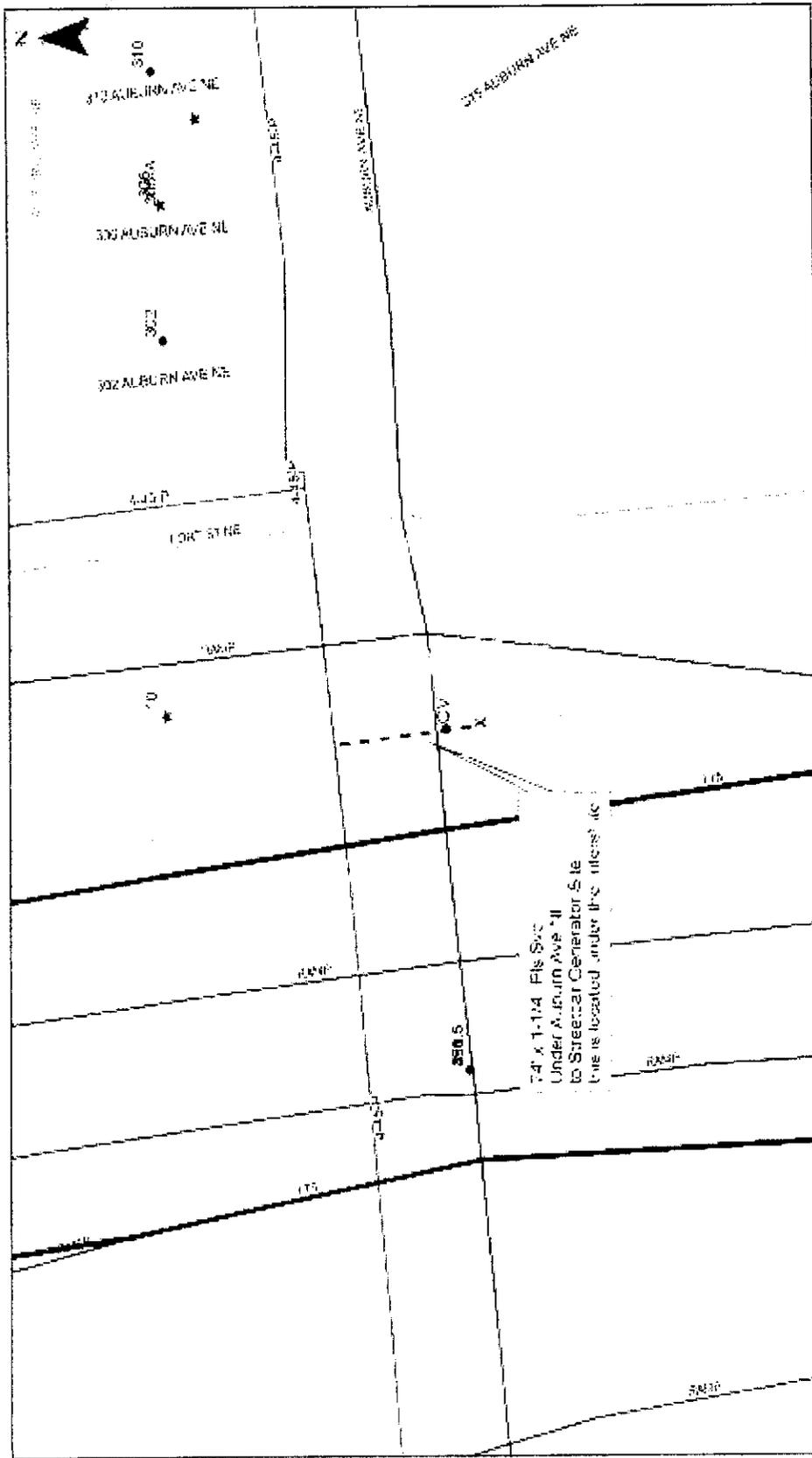
HBB I certify that I will adhere to the Primary Permittees's Erosion, Sedimentation and Pollutant Control Plan (Plan) or the portion of the Plan applicable to my construction activities.

HBB I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that certified personnel properly gather and evaluate the information submitted. Based upon my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Blanket Secondary Permittee's Printed Name: H BRYAN BATSON Title: President

Signature:

Date: 02-01-2013



74' x 1-1/4' Flg Svc
Under Albion Ave #11
to Street Generator Site
This is located under the interest of...

4470 Street Generator Site 274 Albion Ave NE

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/1/00	AS-BLDG
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RCS# 82
2/03/14
6:02 PM

Atlanta City Council

MULTIPLE

14-R-3004 AND 14-R-3005

ADOPT

YEAS: 12
NAYS: 1
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 1

Y Smith	Y Archibong	N Moore	Y Bond
NV Hall	Y Wan	Y Martin	Y Norwood
Y Young	Y Shook	Y Bottoms	Y Dickens
Y Winslow	Y Adrean	B Sheperd	NV Mitchell

MULTIPLE