



## Council Meeting

### AGENDA

Tuesday, March 10, 2020

6:00 PM

City Hall

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#### I. CALL TO ORDER

1. Invocation
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
  - a. February 4, 2020 Council Minutes
  - b. February 11, 2020 Council Minutes
  - c. February 19, 2020 Council Minutes
  - d. February 18, 2020 Planning Commission Minutes
  - e. February 25, 2020 Historic Preservation Commission Minutes
  - f. January 9, 2020 Downtown Development Authority Minutes
  - g. January 9, 2020 Conventions and Visitors Bureau Minutes

#### II. PUBLIC PRESENTATIONS

1. Walton County Youth Advocacy Board

#### III. PUBLIC FORUM

1. Public Comments

#### IV. NEW BUSINESS

- [1.](#) Approval - Major Subdivision - 945 Holly Hill Road
- [2.](#) Stonecreek Subdivision Phase II Final Plat
- [3.](#) Application - Beer & Wine On-Premise Consumption - The Southern Ox
- [4.](#) Resolution - Georgia Cities Week, April 19 - 25, 2020
- [5.](#) Church Street & Davis Street Traffic Calming
- [6.](#) Lease Agreement for Midland Sidewalk & Shared Parking Lot
- [7.](#) Bid Award for Midland-Washington Sidewalk & Shared Parking Lot

V. **ADJOURN**



The Mayor and Council met for a called meeting.

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

Staff Present: Danny Smith, Jeremiah Still, R.V. Watts, Bill Owens, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Chris Bailey, Sadie Krawczyk, Patrick Kelley, Beverly Harrison

Visitors: Sharon Swanepoel, Andrew Kenneson, Les Russell, Gail Huie Smith, Wanda Hickman, Angela Yarman, Daniel Yarman, Debra Smith

**I. CALL TO ORDER – JOHN HOWARD**

**1. Roll Call**

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

Move Item 4 under Committee Information – Utilities to Item 1 under Committee Information. To approve the agenda as amended.

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

**2. City Administrator Update**

City Administrator Logan Propes stated the traffic calming items for East Church Street and Davis Street are out for bid, and will be brought back to Council next month for approval. The Loganville Water Line Contracts have been executed, and there will be a preconstruction meeting soon. He stated the Planning Retreat will be on February 19 at 3:00 pm at City Hall.

Mr. Propes explained the Utilities Committee Items need to be moved up, because Mr. Thompson needs to take care of some family arrangements.

**3. Central Services Update**

Mr. Chris Bailey stated the contract for the Police Department / Municipal Court Building was executed earlier today, and the preconstruction meeting will be held next week. Arthur Enloe from the University of Georgia was hired to fill the Internship Position. Two vehicles were purchased for Central Services, and the Badge Pass Security System was purchased for the

Water Plant Offices. Mr. Bailey explained the MIT Government Lab Study of Municipal Websites awarded the City of Monroe an A for having a transparent website.

**II. COMMITTEE INFORMATION**

**1. Utilities**

**a. Monthly Electric & Telecom Report**

Mr. Brian Thompson presented the monthly Electric & Telecom Report. He reviewed the projects from the last year: John’s Supermarket, One Street Mill on South Broad, Silver Queen, Grace Church, Stone Creek Phase II, moving houses for Mr. Holder, Recycling Center at Oxford, Amici on Church Street, Downtown WiFi, Town Green, North Madison, South Madison, and Highland Avenue.

**b. WiFi**

Mr. Brian Thompson explained the City’s internal WiFi system is lacking in capacity and security. He discussed the community WiFi project and the Ruckus system, which will be expandable. Ruckus supplies WiFi for all of the State University campus systems. Telecom customers will have free access, and others will be able to get access for a cost. Mr. Thompson stated the cost to replace the internal WiFi and install the new community WiFi downtown will be \$88,094.76 through the Georgia Department of Administrative Services State Contract. He explained the cost includes 20 units, which will supply WiFi downtown and at the town green. The software to authenticate the customers will be approximately \$18,000 and will be brought back to Council for approval next month.

The committee recommends approval of the network equipment purchase through Georgia DOAS for the amount of \$88,094.76 to Council.

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

**c. Monthly Water, Sewer, Gas, & Stormwater Report**

Mr. Rodney Middlebrooks presented the monthly Water, Sewer, Gas, & Stormwater Report. Gas is being installed in Phase I of Stone Creek, and they have requested gas for Phase II. The 2018 CDBG Project materials have been delivered. The crews finished the water extension on Wall Road and will start the pressure testing and chlorination tomorrow. The McDaniel Street drainage project will be starting when Wall Road is finished.

**2. Finance**

**a. Monthly Finance Report**

Ms. Beth Thompson presented the monthly Finance Report. She stated the Financial Reports are unaudited and only a snap shot of the end of the year. There have been several year-end accruals done since the reports. The Audited Financial Reports will be brought to Council in the coming months. She stated that revenues exceeded expenses for all funds in 2019. Mauldin & Jenkins will be here Monday to begin their field work for the audit. ECG has started the Electric Cost of Service Study, and they will present it to Council when they get finished. Ms. Thompson stated two trucks were purchased for the meter readers and both were under budget.

**b. Renewal – Property & Casualty Insurance**

Mr. Bob Saville explained the renewal details for property and casualty insurance for 2020. The total premium is \$397,406, which is \$21,994 more than last year. The increase is primarily due to expanding the Cyber Liability coverage. The Automobile Liability premium increased due to the addition of eight new vehicles. Property went down due to the Food Lion building being removed, because it will be covered under the builder’s risk. He stated the Airport liability has been consistent for about ten years, but things have started changing over the last couple of years. The Airport deductible has increased from \$1,500 to \$2,500, but it has a three-year rate guarantee. The Law Enforcement Liability deductible increased from \$10,000 to \$25,000, and the Public Officials Liability deductible increased from \$10,000 to \$15,000. Mr. Saville stated his recommendation is to stay with State National for everything, except the ID Fraud & Cyber Liability which will be through Travelers.

The committee recommends renewal of the property and casualty insurance coverage as presented to Council.

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

**c. Approval – Out of State Travel**

Ms. Beth Thompson requested approval for herself and two Finance Department employees to attend the Tyler Technologies-Tyler Connect Conference in Orlando, Florida from April 26 – 30, 2020. Tyler Software is the new software used City-wide for Financials and Utility Billing. They are offering one free registration with two paid attendees, due to it being the first conference for the City. She explained there are enough class options for three employees to be able to cover all aspects: Utility Billing, Payroll, Financials, Accounts Payable, and General Ledger. The \$7,600.00 cost includes registration, hotel, travel, and per diem for the three attendees.

The committee recommends to allow Beth Thompson and two employees to attend the Tyler Technologies-Tyler Connect Conference in Orlando, Florida from April 26 – 30, 2020 at a cost of \$7,600.00 to Council.

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

**d. Travel Policy Update**

Mr. Chris Bailey discussed various out-of-state training requests and changing the Travel Policy to allow out-of-state travel to be approved during the budgetary process. The travel would be authorized during the fiscal year as normal travel and would not require any further approval. He explained Council approval would still be required for any travel that was not already approved within the budget.

Mayor, Council, and staff further discussed travel parameters.

The committee recommends to Council approval of the Travel Policy update as written and presented.

*Motion by Malcom, seconded by Little.  
Voting no Garrett.  
Passed 3-1.*

### **3. Airport**

#### **a. Monthly Airport Report**

Mr. Chris Bailey presented the monthly Airport Report. He stated the Georgia Department of Transportation Contract for the Runway Rehabilitation Design Project has been fully executed. The land lease for the hangar build is currently in the agreement process.

### **4. Public Works**

#### **a. Monthly Solid Waste Report**

Mr. Danny Smith presented the monthly Solid Waste Report. He stated the Transfer Station is exempt from the five-year review process, as a Permit-by-Rule operating facility. The City will have to maintain the facility according to EPD guidelines in order to stay in compliance. He stated the drainage project is complete. There is a project meeting scheduled with the contractor concerning the tipping floor, and the welding will be done next month. The extended hours at the Transfer Station generated a surplus of \$41,221.27 for 2019.

#### **b. Monthly Streets & Transportation Report**

Mr. Jeremiah Still presented the monthly Streets & Transportation Report. He explained the crews have been assisting Central Services with some cleanup inside the parks. They have been doing utility cut repairs and right-of-way maintenance. The leaf truck is still going, but the season is coming to an end. The crews also finished taking the lights down in Childers Park.

### **5. Public Safety**

#### **a. Monthly Fire Report**

Fire Chief Bill Owens presented the monthly Fire Report. The Recruit Class is going through their testing process and will start their first class on February 18. He explained a group went to the State Capitol for Firefighter Recognition Day. The City had the lowest year on record for fire loss and saves in 2019.

#### **b. Monthly Police Report**

Police Chief R.V. Watts presented the monthly Police Report. He stated the officers have been very proactive with area checks for subdivisions and downtown businesses. The Part 1 Crimes were down 11% and Part 2 Crimes were up, due to the work of the Joint Operations Unit. The department participated in a couple of community events. The Shop with a Cop Program allowed them to sponsor 11 children for Christmas. He stated the Department has three new officers at the Police Academy.

#### **c. Approval – Out of State Travel for Police**

Police Chief R.V. Watts requested approval to send Officer Jacob Palmer to the Alabama Canine Law Enforcement Officer Training Center for his annual K-9 recertification. The training will be from February 23 – 28, 2020 in Northport, Alabama. The lodging and recertification will be \$545.00 and the per diem will be \$315.00, for a total cost of \$840.00.

The committee recommends to allow Officer Jacob Palmer to attend the Alabama Canine Law Enforcement Officer Training Center in Northport, Alabama, February 23 – 28, 2020, for a total cost of \$840.00 to Council.

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

**6. Planning & Code**

**a. Monthly Code Report**

Mr. Patrick Kelley presented the monthly Code Report. He stated there were two new business license applications and zero businesses closed.

**b. Surplus of Real Property – Parcels M0110093 & M0110094**

City Administrator Logan Propes discussed surplusings some of the City’s extra real property, Parcels M0110093 and M0110094. He stated the parcels are located off of what is formerly known as McKinley Street, but are accessible from Roberts Street and lie at the cul-de-sac. Parcel M0110093 consists of 0.32 acres and M0110094 is 0.39 acres. He explained the City has no future uses for the properties; this would start the process to declare the properties as surplus.

Council Member Lee Malcom questioned the open market process.

Mr. Propes explained if it is a Georgia Department of Transportation Project the neighboring property owners get first right of refusal. Then, it would go through the sealed bid process.

City Attorney Paul Rosenthal stated it would have to go through the entire legal process in accordance with Georgia Law. There are multiple paths that could be taken. He is assuming the property is remnant dirt that has an estimated fair market value of less than \$30,000 and is unbuildable. If so, there is a quicker and easier path that can be taken. All of the neighboring land owners would be contacted giving them the opportunity to purchase the land for fair market value, but it would come back to Council before any selling action occurs. He stated this gives the ability to get started; Georgia Law will be followed in surplusings the real property. The property could go on the open market via auction or it could be listed with a real estate agent. Mr. Rosenthal stated the less than \$30,000 would be the most likely path, where a contract could be directed with the neighboring property owners.

The committee recommends to Council to surplus Parcels M0110093 and M0110094.

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

**7. Economic Development**

**a. Monthly Economic Development Report**

Ms. Sadie Krawczyk presented the monthly Economic Development Report. She discussed the Downtown Sponsor Reception and Awards Night and the award winners. The DDA has completed and submitted the Georgia Outdoor Stewardship Program Grant, the Historic Survey Grant, and the National Fish and Wildlife Grant. The Chocolate Walk and Arbor Day Celebration are both coming up. She stated the Monroe Minority Business Association is hosting the First Annual Black History Gala and will recognize ten historic members from the African American Community.

**8. Parks****a. Monthly Parks Report**

Mr. Chris Bailey presented the monthly Parks Report. He explained Chris Schmidt has coordinated with the Streets Department to get some work done in the Parks. They filled potholes, trenched the parking area, removed the dumpster, added trash cans, cleared brush, and did an overall cleanup in Mathews Park. The frisbee golf organization members have discussed partnering with the City on some cleanup events. He explained the design components have been discussed for Pilot Park. The different components will be brought back to Council in April before requesting bids. Hopefully, the complete rehabilitation can be finished by the summer months. The sod and grass will be replaced in the dog park area in Childers Park.

**b. Childers Park Project Request**

Mr. Chris Bailey stated the lake buildout in Childers Park will be the first Parks Project. He explained the budgeted allocation for the project is \$100,000. The request is for an overall cost of \$90,000 for the project. This would include the grading, dam construction, installation of the pipe, bridge replacement, and aeration fountain. He explained City staff will provide some of the labor, and the remainder of the labor and the materials would be bid out.

City Administrator Logan Propes explained the permit from the US Army Corp of Engineers requires the project be done this year. Otherwise, the permit will lapse. He stated the lake will also help mitigate and keep the erosion at bay.

The committee recommends approval to proceed with the Childers Park Project for an amount not to exceed \$90,000.00 to Council.

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

**III. ITEMS OF DISCUSSION**

- 1. Public Hearing Rezone – 329 Barrett Street**
- 2. Public Hearing Conditional Use – 1110 South Madison Avenue**
- 3. Public Hearing Rezone – 341 North Broad Street**
- 4. Public Hearing Variance – 341 North Broad Street**
- 5. Public Hearing – Comprehensive Plan Update**
- 6. Approval – Major Subdivision – 945 Holly Hill Road**
- 7. Approval – Major Subdivision – 321 Milledge Avenue**
- 8. Resolution – Comprehensive Plan Update**
- 9. Resolution – Service Delivery Strategy Amendment**
- 10. Resolution – 2020 CDBG Application**
- 11. Resolution – Opposing HB 302 and SB 172**
- 12. Resolution – Supporting SB 309**
- 13. Resolution – 2019 Budget Amendment**
- 14. Approval – GEMA/HS Statewide Mutual Aid and Assistance Agreement**
- 15. Appointments (3) – Tree Board**
- 16. Schedule of Fees – Fire Marshal's Office**

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

**IV.    ITEMS REQUIRING ACTION**

**1.   1<sup>st</sup> Reading – GMEBS Restated Defined Benefit Retirement Plan Ordinance**

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

**2.   Resolution – Support of Grant Match Applications for 2020 Historic Preservation Fund  
     CLG Survey & Planning Grant**

Ms. Sadie Krawczyk explained the resolution is part of the grant application, which is through the Historic Preservation Division. The grant will be used to update the City’s Historical Resources Survey, which is required in maintaining a Certified Local Government Status.

To adopt the resolution.

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

**V.    ADJOURN**

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

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**MAYOR**

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**CITY CLERK**

The Mayor and Council met for their regular meeting.

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

Staff Present: Danny Smith, Chris Croy, Matt McClung, Bill Owens, Beth Thompson, Rodney Middlebrooks, Patrick Kelley, Chris Bailey, Beverly Harrison

Visitors: Andrew Kenneson, Sharon Swanepoel, Amylee Dire, Pam Blanford, Bruce Chick, Bill O’Brien, Chuck Ross, Tommy Blanford, Dawn Clark, Carl Morrow, Jayne Sinclair, Roenelle Holloway, Ronda Holloway, Anne Huie Smith, Ben York, Agnes Taylor, Charles Sanders, Veronica Sanders, Jack Dillard, Carter Dillard, Vicki Tuttle, Mark Willett, Carole Queen, Randall Williams, Wanda Hickman, Billy Mitchell, Daniel Yarman, Ashley Housley, Bee Carrolton, Angela Yarman, Wayne Hulsey, Joe McVay, George Baker III, Adrienne Little, Chuck Ross

**I. CALL TO ORDER – JOHN HOWARD**

**1. Invocation**

Pastor Dawn Clark of Rivers of Mercy Church gave the invocation.

**2. Roll Call**

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

**3. Approval of Agenda**

To approve the agenda as presented.

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

To have a second round of public comments. To approve the agenda as amended.

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



**4. Approval of Consent Agenda**

- a. January 7, 2020 Council Minutes
- b. January 14, 2020 Council Minutes
- c. January 21, 2020 Planning Commission Minutes
- d. January 28, 2020 Historic Preservation Commission Minutes
- e. Renewal – Property & Casualty Insurance – Approval of renewal. (Recommended for Council approval by Finance Committee February 4, 2020)
- f. Approval – Out of State Travel – To allow Beth Thompson and two employees to attend the Tyler Technologies-Tyler Connect Conference in Orlando, Florida, April 26 – 30, 2020, for a total cost of \$7,600.00. (Recommended for Council approval by Finance Committee February 4, 2020)
- g. Travel Policy Update – To approve the update as written and presented. (Recommended for Council approval by Finance Committee February 4, 2020)
- h. WiFi – To purchase equipment from Georgia DOAS for \$88,094.76. (Recommended for Council approval by Utilities Committee February 4, 2020)
- i. Approval – Out of State Travel – To allow Officer Jacob Palmer to attend the Alabama Canine Law Enforcement Training Center in Northport, Alabama, February 23 – 28, 2020, for a total cost of \$840.00. (Recommended for Council approval by Public Safety Committee February 4, 2020)
- j. Surplus of Real Property – Parcels M0110093 & M0110094 – To proceed with surplus process. (Recommended for Council approval by Planning & Code Committee February 4, 2020)
- k. Childers Park Project – To proceed with project for an amount not to exceed \$90,000.00. (Recommended for Council approval by Parks Committee February 4, 2020)

To approve the consent agenda as presented.

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

**II. PUBLIC FORUM****1. Public Comments**

Ms. Pam Blanford, of 697 McDaniel Street, stated she was born and raised in Monroe, and over six generations of her family have lived in Monroe. Her parents and grandparents were business owners in Monroe for over 75 years. She discussed the subdivision planned to go on Holly Hill and McDaniel Street. She was a teacher in Gwinnett County and watched the community go through the same type of growth. The new restaurants and businesses are blessings, but it will be a curse for the infrastructure to handle the growth. The Police Departments, Fire Departments, and school systems are already understaffed. She stated the proposed development is overbearing. It will be out-of-scale and character in terms of appearance to the existing neighborhood.

Mr. Bruce Chick, of 690 McDaniel Street, discussed Article VI Section 600 and 610.2 Subsection 2(a) of the Zoning Ordinance. He has been living in Monroe since he was 12 years old and a proponent of growth. His father is 92 years old and a lifelong resident of Walton County. He discussed his concern about the development of 13 lots by Mr. Mark Willett and Cross Pointe Investments, LLC, which will be facing McDaniel Street. The property will be subdivided for 10 homes in an area that currently has four well-established homes across the street. The units will sit on lots ranging between a quarter of an acre and half of an acre, with

30-foot setbacks. He stated the homes currently on McDaniel Street are double to triple the proposed homes. Mr. Chick discussed the nontransparent process used by bypassing Council for the first four lots. Those lots were deeded without Council’s approval and the six remaining lots will include overlapping. He stated there are concerns about future property values, traffic volume, and storm drainage runoff.

*Second round of Public Comments which were held at the end of the meeting.*

Mr. Bill Obrien, of 321 Milledge Avenue, stated he was just looking for approval of the final plat on the Milledge Avenue project.

Mr. Chuck Ross stated he no longer wished to speak.

**2. Public Hearing**

**a. Rezone – 329 Barrett Street**

Code Enforcement Officer Patrick Kelley presented the application of James Holder for rezone of this property from PRD to R1A. He wishes to have the property carved out of a PRD zoned property to accommodate the historic home being moved from Boulevard to this location. The Code Office and Planning Commission recommend the request be approved.

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

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

*No Action.*

**b. Conditional Use – 1110 South Madison Avenue**

Code Enforcement Officer Patrick Kelley presented the application for a conditional use of this property to allow a personal care home in a R1A Zoned residential area that is adjacent to multiple M1 Parcels. He explained the request does not meet the Standards for conditional use decisions as listed in Section 1425.5 of the Zoning Ordinance. Approval requires that all ten of the listed Standards must be met. The Code Office and Planning Commission recommend the request be denied, because the following conditions have not been met: (3) the proposed use is consistent with the Comprehensive Plan, and the conditional use is compatible with the community development pattern; (5) the proposed use will not be injurious to the natural environment or the other property in the immediate vicinity, or unconstitutionally diminish property values within the surrounding neighborhood; (6) off-street parking and loading, and access thereto, will be adequate; (8) the use will not be an extension of a use which will cause a damaging volume of higher density residential use into a stable neighborhood of well-maintained single-family homes, or additional requests of a similar nature which would expand the problem; and (10) granting this request would not have a domino effect, in that it becomes the opening wedge for further rapid growth, urbanization or other land-use change beyond what is indicated in the Comprehensive Plan.

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

Mr. Billy Mitchell discussed the concerns from the Planning Commission. The Code Department stated due to the significant number of properties available for this particular use

throughout the City, a conditional use is not warranted. He stated R1 Zoning does not allow a conditional use for a personal care home; it is only allowed in R1A and R2 Zoning. He discussed Section 1425.5(3) of the Zoning Ordinance. The property is already multi-use and has a Church, Motorcycle Club, Shifters, convenience store, garage, and law office located around it. The R1A Zoning is inconsistent with the area, and he is only asking for a conditional use. He stated it would not be injurious to the rest of the properties in the area, because a lot of them are rental properties. Mr. Mitchell stated the value of the property has already been brought up just by them taking it over; people were living in the house, without any utilities. He stated density will not be any more than a family of four would be, and there will be vehicles for the attendants only, none of the residents have vehicles.

Ms. Agnes Taylor, the co-applicant, stated she has been in the business for 20 years. She explained that the residents have mental disabilities. Some of the residents are without families and are not supposed to be mixed with other individuals. She is advocating to give them a nice place to stay.

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

*No Action.*

**c. Rezone – 341 North Broad Street**

Code Enforcement Officer Patrick Kelley presented the application of Monroe Historic Properties, LLC for rezone of this property from P/R1 to R1. The property is currently split zoned containing R1 and P Zoning, with the majority of the Zoning being R1. He stated there is a subsequent request for a variance concerning the frontage on one of the lots.

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

Mr. Paul Rosenthal explained his office would be conflicted out, and the City would need to seek other Council if necessary. He has a conflict, due to having a primary interest in this entity. He stated within the next couple of months he and his family will be moving next door to this property. They have owned the property for a long time. They have tried to come up with some positive uses for it through the years, but none of the commercial uses seemed appropriate. The purpose of the request is to rezone the 2.79-acre tract into three estate lots. A 20-foot rear-alley entrance that fronts Marable Street will serve all three of the lots. Lot #1 will have a curb cut off of Highway 11, but Lot #2 and Lot #3 will only be assessable from Marable. The existing farm house on the corner of Marable and North Broad will continue to be a rental until the lot is sold, at which time he anticipates a larger estate home will be built. Mr. Rosenthal explained the upcoming variance. There will be legal frontage on Marable, except for the old water tower and the 20-foot common shared alleyway that will service all three lots. The requested variance is for 79 feet in width of road frontage instead of 100 feet in width of road frontage, but all three of the lots are much larger than the required minimum in R1 Zoning.

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

*No Action.*

**d. Variance – 341 North Broad Street**

The applicant Monroe Historic Properties, LLC is requesting a variance of Section 700.1 Table 11 of the Zoning Ordinance for lot frontage. The owner wishes to subdivide the property into three lots, all of which comply with the Zoning Ordinance. The lot frontage variance is sought due to the unique circumstance of the water tower parcel limiting the street frontage limiting the street frontage.

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

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

Mayor Howard asked if anyone had any questions or comments or would just like to revisit this as well.

*No Action.*

**e. Comprehensive Plan Update**

City Administrator Logan Propes explained that the small update is a result of the City applying for additional funds through the Community Block Grant (CDBG) and Economic Incentive Program (EIP) Grant. The State of Georgia requires the Comprehensive Plan to have purposes listed within the Community Work Plan (CWP) document, which will be added under Community Facilities & Services. He explained Item 17A. Stormwater, street, water and sewer infrastructure upgrades to the Central East Area of the City between Spring Street and Church Street will be added under the Community Facilities & Services Section. He stated basically the update gets the City in legal compliance to apply for the grant programs.

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

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

*No Action.*

**III. NEW BUSINESS**

**1. Rezone – 329 Barrett Street**

To approve the rezone.

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

**2. Conditional Use – 1110 South Madison Avenue**

To approve the conditional use.

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

**3. Rezone – 341 North Broad Street**

To approve the rezone.

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

**4. Variance – 341 North Broad Street**

To approve the variance.

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

**5. Approval – Major Subdivision – 945 Holly Hill Road**

Code Enforcement Officer Patrick Kelley presented the application for a subsequent subdivision of property. There were four lots recorded by the applicant previously, which were approved administratively. He explained creations greater than five lots require approval by Council.

Mr. Chuck Ross introduced himself as Mr. Willett’s Attorney from the firm Powell & Edwards located in Lawrenceville.

Mr. Mark Willett, the applicant, requested permission for six lots; he is not asking for any special requests. He stated the lots will all have 100 feet of road frontage, as required. Three of the lots will be almost one acre, and the other three will be about half an acre. The houses will not be starter homes. He and his wife plan to build a home there. Mr. Willett distributed some copies of plans for review. He anticipates the homes will be half a million dollars.

Mayor Howard questioned whether Mr. Willett will hire a builder. He stated some people have major concerns about the setbacks.

Mr. Willett answered that he will hire a builder. Some of the lots are 300 feet deep, and he will set them back as far as possible. Lot #5 and Lot #6 are the only two lots that won’t be able to be set back as far.

Council Member Larry Bradley stated his concern about getting the four lots approved administratively and coming right back to get the other six lots approved, rather than doing all ten of the lots together at one time. He questioned future plans for the land located behind this project, which Mr. Willett also owns.

Mr. Willett stated he did not realize that ten lots would be considered a major subdivision. The infrastructure is already in place for the project. He thought it would be the same as Walton County, and he could do three lots at a time. There is 50 feet off of McDaniel Street reserved for future use to access the additional property and also two access points off of Holly Hill. There are not any official plans for the additional property currently. He explained the houses on the first four lots are also expected to be half a million dollars.

Mayor, Council, and Mr. Willett further discussed the area, lot sizes, street character, alleyways, and shared driveways.

Council Member Lee Malcom stated several residents from the area have major concerns about sight distance issues; they already have problems when pulling out of their driveways. She feels it is only fair that a traffic study be requested to ensure safety. The driveways may need to be strategically placed. Ms. Malcom made a motion to table the matter and Council Member Nathan Little seconded the motion.

Council Member David Dickinson stated he still has reservations. He believes larger houses need to be built in order to be compatible with the neighborhood, even though the zoning would allow smaller houses. The objective is to have quality development. He discussed the unique tract of land and traffic on McDaniel Street. He feels the setbacks should be increased. Mr. Dickinson stated he shares Ms. Malcom’s concern about the traffic and supports getting a traffic study. Everyone needs to work together to get a coherent plan.

Mayor Howard asked if Mr. Ross would like to add anything prior to the vote.

Mr. Ross answered that he had nothing to add.

City Administrator Logan Propes stated the traffic study process has already been started, but it will take a couple of weeks to get it done.

Council Member Lee Malcom questioned whether Mr. Willett would be willing to accept approval with the condition that the six lots must have a minimum setback of 50 feet for Lots #7, 8, and 9. She does not think Lots #5 and 6 can be addressed, unless Lot #6 can be put even further back.

Mr. Willett stated he will agree to put Lots #5 and 6 as far back a possible, but Lot #7 might be a problem. He stated Lots #8, 9 and 10 will definitely work with the 50-foot setback condition, and Lot #6 might work with the condition. He will sketch the houses on each lot for placement.

To table to get traffic study done by an engineer, which is expected in 30 days.

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

Council Member Larry Bradley stated he appreciates that Mr. Willett corresponding with the neighbors concerning the matter. He would like the public to have an opportunity to speak after the traffic study has been presented, prior to Council voting.

City Attorney Paul Rosenthal stated this is not an action by Council that is subject to the ZPL. The item does not require a public hearing, and his office does not advise that it be advertised as such. However, Council does have the purview to hear from whomever they would like; Council can open the item up to hear from the public when it comes back. He explained it would not be appropriate to advertise a public hearing for the item, because it is not a zoning procedure. This is considered an administrative procedure, under the Development Regulations.

Mayor Howard stated he will call for public comments, but there will not be an official public hearing.

To give the public the opportunity to speak after the traffic study has been presented.

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

**6. Approval – Major Subdivision – 321 Milledge Avenue**

Code Enforcement Officer Patrick Kelley presented the request for approval of the Madison Davis PRD as a major subdivision, which will create more than five lots.

To approve the subdivision.

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

**7. Resolution – Comprehensive Plan Update**

To approve the resolution as presented.

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

**8. Resolution – Service Delivery Strategy Amendment**

To approve the resolution as presented.

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

**9. Resolution – 2020 CDBG Application**

To approve the resolution as presented.

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

**10. Resolution – Opposing HB 302 and SB 172**

To approve the resolution as presented.

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

**11. Resolution – Supporting SB 309**

To approve the resolution as presented.

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

**12. Resolution – 2019 Budget Amendment**

To approve the resolution as presented.

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

**13. Approval – GEMA/HS Statewide Mutual Aid and Assistance Agreement**

To approve the Statewide Mutual Aid and Assistance Agreement with the Georgia Emergency Management and Homeland Security Agency.

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

**14. Appointments (3) – Tree Board**

To reappoint Steve Brown to a three (3) year term to expire March 1, 2023.

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

To reappoint Crista Carrell to a three (3) year term to expire March 1, 2023.

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

To reappoint Susan Pelham to a three (3) year term to expire March 1, 2023.

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

**15. Schedule of Fees – Fire Marshal’s Office**

To adopt the Schedule of Fees for the Fire Marshal’s Office as presented.

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

**16. 2<sup>nd</sup> Reading – GMEBS Restated Defined Benefit Retirement Plan Ordinance**

City Attorney Paul Rosenthal gave the second reading of the ordinance to amend and restate the Retirement Plan.

To adopt the ordinance.

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

Mayor Howard stated he jumped over some of the people that had signed up for public comments, so he needs to give them an opportunity to speak. He requested a motion to amend the agenda to have a second round of public comments.

To amend the agenda to have a second round of public comments.

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



**IV. ADJOURN**

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

---

**MAYOR**

---

**CITY CLERK**

**PLANNING RETREAT  
COUNCIL CHAMBERS  
215 NORTH BROAD STREET  
MONROE, GA 30655**

**I. CALL TO ORDER – JOHN HOWARD**

All Council Members were present except Lee Malcom, who would be arriving soon. There was a quorum. Also present were City Administrator Logan Propes, City Clerk Debbie Kirk, City Attorney Paul Rosenthal, Chris Bailey, Patrick Kelley, Sadie Krawczyk, Les Russell, and Andrew Kenneson.

To approve the agenda as presented.

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

**II. NEW BUSINESS**

**1. Review of Accomplishments & Prior Retreat Directives**

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

*Council Member Lee Malcom arrived at 3:14 pm.*

**2. Animal Control**

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

**3. Current Projects Discussion**

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

**4. Parking**

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

**5. Builders Summit**

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

**6. Redevelopment Partnerships**

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

**7. GICH Alumni Status**

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

**8. City Branding Overview**

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

**9. Customer Service & New Business Protocols**

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

*Council Member Norman Garrett left the meeting at 5:45 pm.*

**10. Future Transportation Priorities**

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

*City Attorney Paul Rosenthal arrived at 6:10 pm.*

**11. Property Maintenance Initiatives Update**

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

*Council Member Ross Bradley left the meeting at 7:00 pm.*

**12. Possible Code Modifications**

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

**13. Your District (Districts 1-8)**

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

**14. Other Business, Unfinished Business, & Wrap Up**

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

**III. ADJOURN**

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

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**MAYOR**

---

**CITY CLERK**

**MONROE PLANNING COMMISSION  
MINUTES  
February 18, 2020**

**Present:** Nate Treadaway, David Butler, Mike Eckles, Rosalind Parks

**Absent:** Randy Camp

**Staff:** Pat Kelley – Director of Planning and Code  
Debbie Adkinson – Code Department Assistant

**Visitors:** None

**CALL TO ORDER by Chairman Mike Eckles at 5:30 pm.**

Chairman Eckles asked for any changes, corrections or additions to the January 21, 2020 minutes. Hearing none he entertained a motion. Butler made a motion to approve. Parks seconded. Motion carried. Minutes approved.

Chairman Eckles asked for a Code Officer Report  
Kelley: The Monroe Pavilion has started breaking ground. The Roe at 100 S Broad Street has submitted their plans which should be approved soon.

Public Hearing: None

Old Business: None

New Business:

1. Review of Phase II Stonecreek Subdivision final plat at 1050 Good Hope Road.

Kelley stated this is the Phase II of a previously approved preliminary plat for Stonecreek Subdivision. The 2<sup>nd</sup> phase is completely constructed except for a few things that are bonded in the development agreement which is on file and signed by the attorneys. This is just to record the final plat.

Chairman Eckles entertained a motion.

Butler made motion to approve.  
Treadaway second. Motion Carried

Chairman Eckles entertained a motion to adjourn.

Parks made a motion to adjourn.  
Butler second. Meeting adjourned 5:34 pm

Historic Preservation Commission  
Meeting Minutes  
February 25, 2020

Present: Crista Carrell, Mark Hammes, Susan Brown  
Absent: Fay Brassie  
Staff: Debbie Adkinson, Code Department Assistant  
Pat Kelley, Director of Planning & Code  
Visitors: Cheryl Larson, Sally Fielder, Andrea Carter, Tony Rice

Meeting called to order at 6:00 P.M.

Chairman Carrell entertained a motion for approval of the minutes from January 28, 2020 Meeting. Hammes made motion to approve. Brown seconded. Motion Carried. Minutes approved.

**The first item of business** is an application for a COA for petition # HP-000048-2020 at 101 N Broad St. for changes to the front entrance floor. The applicant is Andrea Carter the owner of the building.

Andrea Carter spoke to the request stating she would like to replace the existing tile there due to broken tiles and use the octagon shaped penny tile.

Chairman Carrell asked if there were any opposed to the request. Being none, she entertained a motion.

Brown made a motion to approve. Hammes second.  
Motion carried. COA granted.

Old Business: None

New Business: Chairman Carroll brought to the table a request for a called meeting. This was discussed and decided that the Commission members would confer via email and report back to the Code Department when they would be available if possible.

Chairman Carroll entertained a motion to adjourn.

Hammes made a motion to adjourn. Brown second.  
Meeting adjourned at 6:13 pm



## **Downtown Development Authority**

### **MINUTES**

**Thursday, January 09, 2020**

**8:00 AM**

**City Hall**

---

#### **CALL TO ORDER**

**Meeting was called to order at 8:05 am.**

#### **ROLL CALL**

#### **PRESENT**

Chairman Lisa Anderson  
Vice Chair Meredith Malcom  
Secretary Andrea Gray  
Board Member Whit Holder  
Board Member Charles Sanders

#### **ABSENT**

Board Member Wesley Sisk  
City Council Representative Ross Bradley  
Board Member Chris Collin

#### **CITY STAFF**

Darrell Stone  
Logan Propes  
John Howard  
Les Russell  
Sadie Krawczyk  
Leigh Ann Walker

#### **APPROVAL OF PREVIOUS MEETING MINUTES**

DDA December Minutes

Approved - Motion made by Board Member Sanders, Seconded by Secretary Gray. Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Holder, Board Member Sanders

**APPROVAL OF FINANCIAL STATEMENTS**

DDA November Financials

Approved - Motion made by Vice Chair Malcom, Seconded by Board Member Holder. Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Holder, Board Member Sanders

**PUBLIC FORUM**

Gretchen Christie was a guest from Leadership Walton.

**CITY UPDATE**

Mr. Propes reported at the city council meeting that SPLOST collections are up 17% over last year, outpacing neighboring counties. Westbound onramp from Charlotte Rowell Blvd. was approved for city portion of funding this month; GOSP grant application for the rails to trails and town green was completed and turned in along with the letter of intent from the railway owner, Mr. Bennie Ray Anderson; parks maintenance is beginning to be taken over by city, they are starting with baseline assessments of what is needed in the immediate; TAP grant for N. Broad, Highland Ave., and Lumpkin is in the engineering phase at this time.

**COUNTY UPDATE**

No update.

**COMMUNITY WORK PLAN &REPORTS**

**Existing Environment**

in the process of creating a written agreement with St. Albans for use of their parking lot for public parking; lights on trees will be up through February; banner designs are being created using local landmarks; the W. Spring Street mural will begin once the weather permits; corridor sign design for Madison and E. Spring in process.

**Infill Development**

New MPD construction is out for bidding, 8-12 month construction period will begin once contractor is selected; walk through of Bold Springs Kitchen space to get estimates for build out.

Mr. Sanders mentioned that the McDaniel-Tichenor house has a carriage house on the property available for rent.

South on Broad is wanting to rent the smaller space on Washington that is part of their current lease.

### **Entertainment Draws**

2020 Event cards are being designed at this time.

### **PROGRAMS**

#### **Farmers Market**

The first FM committee meeting of the year will be on Tuesday, 1/28. Opening day is set for 5/9/20.

### **FUNDING**

#### **SPONSORSHIP - Sponsor Reception and Downtown Awards, Monday, January 27th, 5:30 - 7:00 pm at Wayfarer Music Hall**

The board discussed the downtown awards for excellence for 2019 and decided on the following:

Sponsor of the year - Monroe Animal Care Hospital  
Volunteer of the year - Camille Garrison  
Business of the year - Winged Foot Running  
Golden Hammer Award - LR Burger

#### **FACADE GRANTS**

None.

#### **COMMUNITY EVENT GRANTS**

None.

### **NEW BUSINESS**

#### **ANNOUNCEMENTS:**

Next meeting scheduled, February 13th, at 8:00 am at Monroe City Hall

**Main Street Georgia Annual Presentation scheduled for February 7th in Athens, GA.**

### **ADJOURN**

Motion made by Board Member Holder, Seconded by Vice Chair Malcom.  
Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board Member Holder, Board Member Sanders





## Convention and Visitors Bureau

### MINUTES

Thursday, January 09, 2020

9:00 AM

City Hall (Council Chambers)

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#### **CALL TO ORDER**

Meeting was called to order at 8:47 am.

#### **ROLL CALL**

##### PRESENT

Chairman Lisa Anderson  
Vice Chairman Meredith Malcom  
Secretary Andrea Gray  
Board Member Whit Holder  
Board Member Charles Sanders

##### ABSENT

Board Member Wesley Sisk  
City Council Representative Ross Bradley  
Board Member Chris Collin

##### CITY STAFF

Darrell Stone  
Logan Propes  
John Howard  
Les Russell  
Sadie Krawczyk  
Leigh Ann Walker

#### **APPROVAL OF EXCUSED ABSENCES**

#### **APPROVAL OF MINUTES FROM PREVIOUS MEETING**

CVB December Minutes

Approved - Motion made by Secretary Gray, Seconded by Board Member Sanders.  
Voting Yea: Chairman Anderson, Vice Chairman Malcom, Secretary Gray, Board Member Holder, Board Member Sanders

### **APPROVAL OF CURRENT FINANCIAL STATEMENTS**

CVB November Financials

Approved - Motion made by Board Member Holder, Seconded by Board Member Sanders.  
Voting Yea: Chairman Anderson, Vice Chairman Malcom, Secretary Gray, Board Member Holder, Board Member Sanders

### **Chairman's Report**

None.

### **Director's Report**

None.

### **OLD BUSINESS**

None.

### **NEW BUSINESS**

TV commercial will be aired during National Championship game; 2020 event cards will be sent using direct mail once updated.

### **ANNOUNCEMENTS**

Next meeting will be Feb. 13th at Monroe City Hall

### **ADJOURN**

Motion made by Vice Chairman Malcom, Seconded by Board Member Holder.  
Voting Yea: Chairman Anderson, Vice Chairman Malcom, Secretary Gray, Board Member Holder, Board Member Sanders



**To:** Planning and Zoning / City Council  
**From:** Patrick Kelley  
**Department:** Planning, Zoning, Code and Development  
**Date:** 11-19-19  
**Description:** Major subdivision over 5 lots. No accompanying development of streets or infrastructure.

**Budget Account/Project Name:** NA

**Funding Source:** 2019 NA

**Budget Allocation:** NA

**Budget Available:** NA

**Requested Expense:** \$NA

**Company of Purchase:** NA

**Recommendation:** Approve

**Background:** Subsequent division of property from a recently (minor) subdivided lot of record requiring review and approval by the P&Z and the City Council per the development regulations. These lots are along McDaniel Street as were the recent minor subdivision lots. This will make a total of ten new lots fronting on McDaniel Street.

**Attachment(s):** Permit information and application to the extent necessary.



**City of Monroe**  
 215 N. Broad Street  
 Monroe, GA 30655  
 (770)207-4674

# Plan Report

Plan NO.: PLAT-000039 30

Plan Type: Subdivision Plat

Work Classification: Major Subdivision

Plan Status: In Review

Apply Date: 11/15/2019

**Expiration:**

**Location Address**

945 HOLLY HILL ROAD, MONROE, GA 30655

**Contacts**

Arcovia Properties, Inc **Applicant**  
 P.O. BOX 1805, Loganville, GA 30052

**Description:** REQUEST FOR APPROVAL OF MAJOR SUBDIVISION P&Z MTG 1/27/20 @5:30  
 PM-COUNCIL MTG 2/11/20 @6:00 PM 215 N BROAD STREET

**Valuation:**           \$0.00            
**Total Sq Feet:**           0.00          

Fees	Amount
Major Subdivision Plat Review	\$50.00
<b>Total:</b>	<b>\$50.00</b>

Payments	Amt Paid
<b>Total Fees</b>	<b>\$50.00</b>
Check # 12800	\$50.00
<b>Amount Due:</b>	<b>\$0.00</b>

<u>Condition Name</u>	<u>Description</u>	<u>Comments</u>
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*Debbie Cadden*

Issued By:

November 15, 2019

Date

Plan\_Signature\_1

Date

Plan\_Signature\_2

Date



**CITY OF MONROE**  
**DEVELOPMENT PERMIT AND PRELIMINARY SUBDIVISION PLAT APPLICATION**

Application fees: Preliminary Subdivision Plats - \$20 per lot      Non-residential Projects - 50% of BP  
 NPDES fees: \$40/disturbed acre to EPD and \$40/disturbed acre to City of Monroe  
 Shall be paid prior to issuance of permit.

Three copies of the site development plans including erosion, sediment & pollution control plan and two copies of the stormwater management study or two copies of the preliminary subdivision plat. Also required on all developments...  
 Two copies of the hydraulic calculations with water line design must accompany all applications.

**THIS FORM MUST BE COMPLETELY FILLED OUT.**

Project Name McDaniel st  
 Project Location McDaniel st  
 Proposed Use Residential Map/Parcel 7/59  
 Acreage 13 #S/D Lots 6 # Multifamily Units \_\_\_\_\_ # Bldgs \_\_\_\_\_  
 Water(provider) city of monroe Sewer(provider) city of monroe  
 Property Owner Cross pointe investments LLC Phone# 770-262-6352  
 Address P.O Box 1805 City Loganville State GA Zip 30052  
 Developer Mark Willett Phone# 770-262-6352  
 Address P.O Box 1805 City Loganville State GA Zip 30052  
 Designer Alcovy Surveying & Engineering inc. Phone# 770-466-4002  
 Address 2205 Highway 815 City Loganville State GA Zip 30052  
 Site Contractor \_\_\_\_\_ Phone# \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

The applicant shall be responsible from the date of the permit, or from the time of the beginning of the first work, whichever shall be the earlier, for all injury or damage of any kind resulting from this work, whether for basic services or additional services, to persons or property. The applicant shall exonerate, indemnify and save harmless the City from and against all claims or actions, and all expenses incidental to the defense (including death) to persons or property caused or sustained in connection with the performance of this permit or by conditions created thereby or arising out of or anyway connected with the work performed under the permit or for any and all claims for damages under the laws of the United States or of Georgia arising out of or in any way connected with the acquisition of and construction under the permit and shall assume and pay for, without cost to the City, the defense of any and all claims, litigation, and actions, suffered through any act or omission of the applicant or any subcontractor or anyone directly or indirectly employed under the supervision of any of them.

I HEREBY CERTIFY THAT I HAVE EXAMINED AND UNDERSTAND ALL INFORMATION ON THIS APPLICATION AND THAT THE ABOVE STATEMENTS AND INFORMATION SUPPLIED BY ME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING WORK TO BE PERFORMED SHALL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT.

SIGNATURE OF APPLICANT:  DATE: 11-15-19

McMichael & Gray, PC  
ATTORNEYS AT LAW

574 Conyers Road, Suite 100  
Loganville, GA 30052  
470-210-1255  
skylar@mcmichaelandgray.com

Date: June 21, 2019

Cross Pointe Investments LLC  
P. O. Box 1805  
Loganville, GA 30052

RE: 170 acres +/- Etchison Spur Tract  
Monroe, GA

Enclosed is the original Deed which conveys ownership of your property to you. This Deed has been recorded in the records of the Superior Court of the county where the property is located and is proof that you are the legal owner of the property. It is a good idea to protect the original by placing it in a safe place with your other important papers.

Please remember that if you are occupying this property as your principal residence, you must file for your homestead exemption to obtain a reduction in the amount of property taxes. The deadline to file for homestead exemption varies by county. Please contact your county's Tax Commissioner's Office for your deadline, location(s) where you can make your filing and what information they will require in order for you to file for your Homestead Exemption.

We wish you the best of health and happiness in your home. If we can be of assistance to you in any other matter, please do not hesitate to call.

Sincerely,

McMichael and Gray, PC  
Skylar Murphy  
Post-Closing Department



4-4  
C  
SB

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

BK: 4396 PG: 357-360  
Filed and Recorded  
Jun-12-2019 12:59:52PM  
DOC#: D2019-004468  
Real Estate Transfer Tax Paid \$405.60  
1472019002025

Order No.: LOG-190349-PUR

Property Appraiser's Parcel I.D. Number:  
C0600-034

Karen F. David  
CLERK OF SUPERIOR COURT Walton County GA.

**Executor's Deed**

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, made this 6th day of June, 2019, between  
Ellen Henson Rogers and Dr. Susan Henson Frost, Individually AND as Co-Executors of the Estate  
of Charles Walton Henson, Jr. AKA Charles W. Henson, Jr., deceased and Mary Woodson Felker,  
as Administrator of the Estate of Florence Henson Blackwood AKA Florence Bibb Henson,  
deceased,

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

Gross Pointe Investments LLC, a Georgia Limited Liability Company  
as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and  
"Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor (acting under and by virtue of the power and authority contained in  
said will, the same having been duly probated and recorded May 3, 2019, in the Court of Probate of Walton  
County, Georgia, for and in consideration of \$10.00 DOLLARS in hand paid, at and before the sealing and delivery  
of these presents (the receipt of which is hereby acknowledged), has granted, bargained, sold, aliened, conveyed,  
and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, the  
following described property:

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

This conveyance is made subject to easements, encumbrances (but not liens), covenants, conditions and  
restrictions of record and to all matters that would be disclosed by a current survey and inspection of the Property  
(collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property subject to the Permitted Exceptions, together with any and all  
of the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to, the  
only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of  
Grantee forever IN FEE SIMPLE: in as full and ample a manner as the same was held, possessed and enjoyed, or  
might have been held, possessed and enjoyed, by the said deceased.

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

Signed, sealed and delivered in the presence of:

Karl Jackson  
Unofficial Witness

[Signature]  
Notary Public

My Commission Expires 4/16/23



Ellen Henson Rogers and Susan Henson Frost, as  
Co-Executors of the Estate of Charles Walton Henson,  
Jr. AKA Charles W. Henson, Jr., deceased

BY: [Signature]  
Ellen Henson Rogers  
Co-Executor

BY: [Signature] *see attached Exhibit "B"*  
Susan Henson Frost  
Co-Executor

[Signature] *see attached Exhibit "B"*  
Ellen Henson Rogers, individually  
[Signature]  
Susan Henson Frost, individually

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

Order No.: LOG-190349-PUR

Property Appraiser's Parcel I.D. Number:  
C0600-034

Exhibit "B"

Executor's Deed

STATE OF GEORGIA

COUNTY OF WALTON

THIS INDENTURE, made this 6th day of June, 2019, between  
Ellen Henson Rogers and Dr. Susan Henson Frost, Individually AND as Co-Executors of the Estate  
of Charles Walton Henson, Jr. AKA Charles W. Henson, Jr., deceased and Mary Woodson Felker,  
as Administrator of the Estate of Florence Henson Blackwood AKA Florence Bibb Henson,  
deceased,

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

Cross Pointe Investments LLC, a Georgia Limited Liability Company  
as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and  
"Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH: That Grantor (acting under and by virtue of the power and authority contained in  
said will, the same having been duly probated and recorded May 3, 2019, in the Court of Probate of Walton  
County, Georgia, for and in consideration of \$10.00 DOLLARS in hand paid, at and before the sealing and delivery  
of these presents (the receipt of which is hereby acknowledged), has granted, bargained, sold, aliened, conveyed,  
and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee, the  
following described property:

SEE ATTACHED "EXHIBIT A" FOR LEGAL DESCRIPTION

This conveyance is made subject to easements, encumbrances (but not liens), covenants, conditions and  
restrictions of record and to all matters that would be disclosed by a current survey and inspection of the Property  
(collectively, the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property subject to the Permitted Exceptions, together with any and all  
of the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining to, the  
only proper use, benefit and behoof of the Grantee and the heirs, legal representatives, successors and assigns of  
Grantee forever IN FEE SIMPLE: In as full and ample a manner as the same was held, possessed and enjoyed, or  
might have been held, possessed and enjoyed, by the said deceased.

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

Signed, sealed and delivered in the presence of:

Brenda K. Jones  
Unofficial Witness  
Elise E. Erwin  
Notary Public

My Commission Expires \_\_\_\_\_



Ellen Henson Rogers and Susan Henson Frost, as  
Co-Executors of the Estate of Charles Walton Henson,  
Jr. AKA Charles W. Henson, Jr., deceased

BY: See attached  
Ellen Henson Rogers  
Co-Executor

BY: Susan Henson Frost  
Susan Henson Frost  
Co-Executor

See attached  
Ellen Henson Rogers, individually  
Susan Henson Frost  
Susan Henson Frost, individually



Signed, sealed and delivered in the presence of:

*John Smith*

Unofficial Witness

*Robert Hune-Kalter*

Notary Public

My Commission Expires: 3-26-2022

ROBERT HUNE-KALTER  
Notary Public - State of Colorado  
Notary ID 20184013629  
My Commission Expires Mar 26, 2022

Mary Woodson Felker, as Administrator of  
the Estate of Florence Henson Blackwood  
AKA Florence Bibb Henson, deceased.

BY:

*Mary Woodson Felker*  
Mary Woodson Felker  
Administrator

**Legal description 170 acres**

All that tract or parcel of land lying and being in Walton County, containing 157 acres more or less, lying in the Vinegar Hill District, known as part of the Nicy Smith Dower Tract, located on the Nicy Smith Bridge Road, and bounded as follows:

On the West by lands formerly owned by J.A. Pirkle and later by New York Life Insurance Company, and now owned by Arle Etchison; on the North by land of Arle Etchison and land of W.E. Moore; on the East by the present River Run Dredge Ditch of Alcova River; on the South by land of R.C. Martin, A.M. Kelly, Eugene Kelly, and L.C. McGarity and land formerly known as the Jack Etchison land now owned by W.O. Phillips.

This is part of the tract conveyed to Sudie W. Miller by Robin S. Nowell on December 27, 1945 and recorded in the Office of the Clerk of Walton Superior Court in Deed Book 29, page 187, on December 27, 1945, and also being the same property conveyed by Sudie W. Miller to C.W. Henson on June 13, 1951, and recorded in Deed Book 39, Page 594, Office of the Clerk, Walton County Superior Court, said deeds conveying that portion of said land which lies on the West side of the present River Run Dredge Ditch of Alcova River, said Sudie W. Miller retaining and not conveying that portion of said land which lies on the East side of said present River Run Dredge Ditch of Alcova River.

**TOGETHER WITH:**

All that tract or parcel of land lying and being in Land Lots 30 and 31, 3<sup>rd</sup> District, City of Monroe, Walton County, Georgia, containing 13.020 acres and shown as Tract 2 on a survey for H.A. Spruce, LLC, dated January 29, 2018, prepared by Ronald Calvin Smith, Georgia Registered Land Surveyor #2921, recorded in Plat book 114, Page 32, Walton County, Georgia records, to which plat reference is made for a more detailed description.

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

Ronald Colvin Smith, Ge. R.L.S. no. 2921  
 THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS PLAT, MAP OR PLAN FOR FILING:

CITY OF LAWRENCE CODE ENFORCEMENT \_\_\_\_\_ DATE: \_\_\_\_\_

THIS BLOCK RESERVED FOR THE CLERK SUPERIOR COURT

**NOTE:**  
 THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITIES NAMED HEREON. NO EXPRESSED OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSON(S) OR ENTITIES OTHER THAN THOSE SHOWN HEREON.  
 THIS SURVEY WAS PREPARED WITH OUT THE BENEFIT OF A CURRENT TITLE INSPECTION REPORT. EASEMENTS OR OTHER ENCUMBRANCES MAY EXIST ON PUBLIC RECORD BUT ARE NOT SHOWN HEREON.

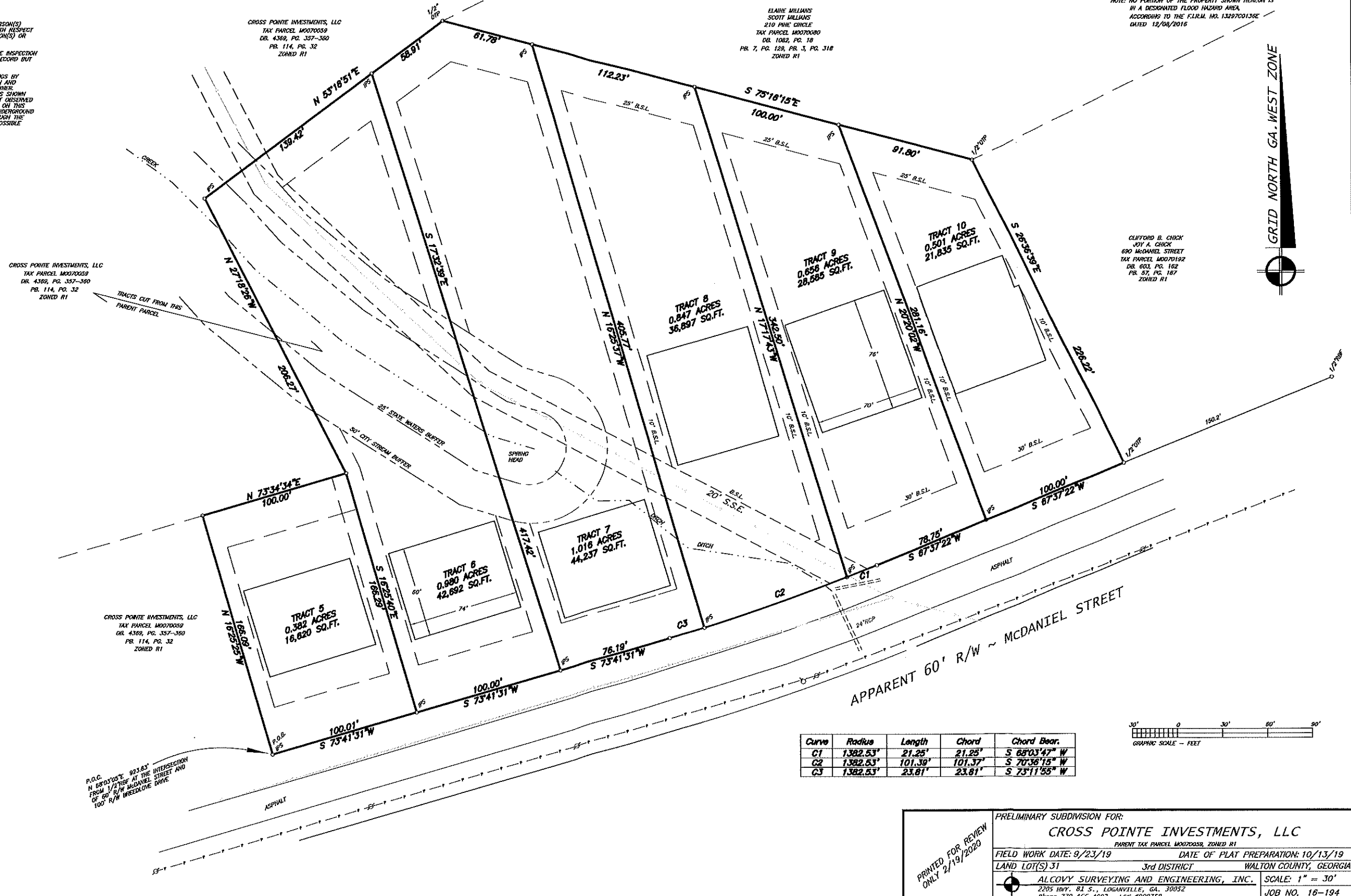
ANY UNDERGROUND UTILITY SHOWN HEREON IS BASED ON UTILITY MARKINGS BY THE UTILITY OWNER, A PRIVATE UTILITY MARKING COMPANY, CONSTRUCTION AND ASBUILT DRAWINGS PROVIDED BY THE UTILITY PROVIDER OR PROPERTY OWNER. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES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

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

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 58,827 FEET AND AN ANGULAR ERROR OF 07" PER ANGLE POINT, AND WAS ADJUSTED USING LEAST SQUARES METHOD.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FOOT IN 66,046 FEET.

- LEGEND**
- R.B.F. = REBAR FOUND
  - I.P.S. = IRON PIN SET WITH CAP STAMPED "ALCOVY"
  - C.I.F. = CONCRETE FOUNDMENT FOUND
  - O.T.P. = OPEN TOP PIPE
  - C.T.P. = CHIMNEY TOP PIPE
  - R.O.W. = RIGHT OF WAY
  - P.L. = PROPERTY LINE
  - C.L. = CENTER LINE
  - B.S.L. = BUILDING SETBACK LINE
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  - L.L.L. = LAND LOT LINE
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  - T.B.M. = TEMPORARY BENCH MARK
  - R. = RADIOS
  - C.I. = CHIRK
  - T.M. = TANGENT
  - H.V.P. = NOW OR FORMERLY
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**NOTE: BEARINGS & ELEVATIONS SHOWN HEREON ARE BASED UPON GPS SURVEY USING CHAMPION TPO EQUIPMENT AND GPS SOLUTIONS REAL TIME NETWORK ADJUSTMENT AS OF THE FIELD WORK DATE SHOWN.**  
**NOTE:**  
 THE INITIAL CONTROL POINTS FOR THIS SURVEY WERE LOCATED UTILIZING GPS. THE EQUIPMENT USED WAS A CHAMPION TPO DUAL FREQUENCY RECEIVER WITH A SELECTED TWO DATA COLLECTOR RUNNING CARLSON SURVIVE SOFTWARE. NETWORK RTK CORRECTIONS WERE RECEIVED VIA A CELLULAR MODEM. THE TYPE OF SURVEY WAS NETWORK RTK UTILIZING TRIMBLE VRS REAL TIME NETWORK OPERATED BY GPS SOLUTIONS, INC. THE RELATIVE POSITIONAL ACCURACY AS CALCULATED ACCORDING TO THE FEDERAL GEOGRAPHIC DATA COMMITTEE PART 3 NATIONAL STANDARD FOR SPATIAL DATA ACCURACY IS 0.04 FT. HORIZONTAL AND 0.07 FT. VERTICAL AT A 95% CONFIDENCE LEVEL.  
**NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS IN A DESIGNATED FLOOD HAZARD AREA, ACCORDING TO THE F.I.E.M. NO. 1329700135E DATED 12/04/2016**

CLIFFORD B. CHUCK  
 JOY A. CHUCK  
 690 MCDANIEL STREET  
 TAX PARCEL M0070192  
 DB. 603, PG. 162  
 PB. 57, PG. 187  
 ZONED R1



Curve	Radius	Length	Chord	Chord Bear.
C1	1382.53'	21.25'	21.25'	S 68°03'47" W
C2	1382.53'	101.39'	101.37'	S 70°36'15" W
C3	1382.53'	23.81'	23.81'	S 73°11'55" W

PRELIMINARY SUBDIVISION FOR:  
**CROSS POINTE INVESTMENTS, LLC**  
 PARENT TAX PARCEL M0070059, ZONED R1

FIELD WORK DATE: 9/23/19 DATE OF PLAT PREPARATION: 10/13/19  
 LAND LOT(S) 31 3rd DISTRICT WALTON COUNTY, GEORGIA

ALCOVY SURVEYING AND ENGINEERING, INC. SCALE: 1" = 30'  
 2205 HWY. 81 S., LOGANVILLE, GA. 30052  
 Phone 770-466-4002 - LSF #000759

PRINTED FOR REVIEW ONLY 2/19/2020

JOB NO. 16-194



**SURVEYOR CERTIFICATION**

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

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

THE FOLLOWING GOVERNMENTAL BODIES HAVE APPROVED THIS PLAT, MAP OR PLAN FOR FILING:

CITY OF MONROE CODE ENFORCEMENT DATE:

THIS BLOCK RESERVED FOR THE CLERK SUPERIOR COURT

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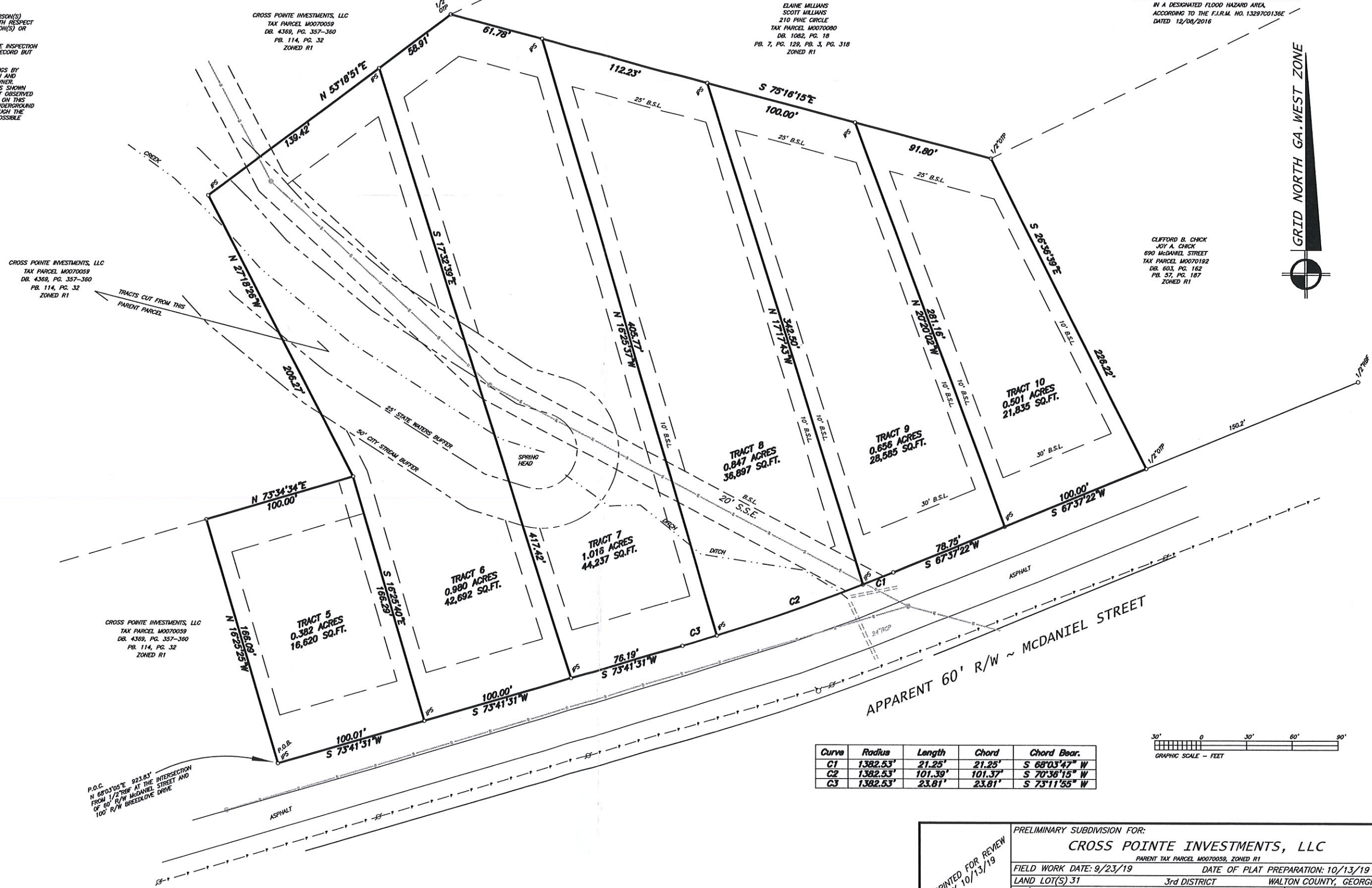
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NOTE: THE INITIAL CONTROL POINTS FOR THIS SURVEY WERE LOCATED UTILIZING GPS. THE EQUIPMENT USED WAS A CHAMPION TPO DUAL FREQUENCY RECEIVER WITH A SCPECTER TPO DATA COLLECTOR RUNNING CARLSON SURVIVE SOFTWARE. NETWORK RTK CORRECTIONS WERE RECEIVED VIA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

NOTE: NO PORTION OF THE PROPERTY SHOWN HEREON IS IN A DESIGNATED FLOOD HAZARD AREA ACCORDING TO THE F.I.R.M. NO. 1329700136E DATED 12/08/2016

CLIFFORD B. CHICK  
JOY A. CHICK  
690 MCDANIEL STREET  
TAX PARCEL M0070192  
DB. 603, PG. 162  
PB. 57, PG. 187  
ZONED R1



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C3	1382.53'	23.81'	23.81'	S 73°11'55" W



PRELIMINARY SUBDIVISION FOR:  
**CROSS POINTE INVESTMENTS, LLC**  
 PARENT TAX PARCEL M0070059, ZONED R1

FIELD WORK DATE: 9/23/19 DATE OF PLAT PREPARATION: 10/13/19

LAND LOT(S) 31 3rd DISTRICT WALTON COUNTY, GEORGIA

ALCOVY SURVEYING AND ENGINEERING, INC. SCALE: 1" = 30'

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

PRINTED FOR REVIEW ONLY 10/13/19

JOB NO. 16-194



**To:** Planning and Zoning / City Council  
**From:** Patrick Kelley  
**Department:** Planning, Zoning, Code and Development  
**Date:** 02-03-2020  
**Description:** Final plat / Dedication of phase II of Stonecreek S/D

**Budget Account/Project Name:** NA

**Funding Source:** 2020 NA

**Budget Allocation:** NA

**Budget Available:** NA

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

**Recommendation:** *Accept dedication based on the development agreement on file.*

**Background:** This is the second and final phase of the Stonecreek S/D. In order to record the lots and issue building permits allowing completion of the neighborhood, the Phase II final plat must be approved for recording. There is a development agreement in place to cover bonding of incomplete infrastructure, such as sidewalks, signage, street lights and the like, and for maintenance of roads and erosion control facilities as required.

**Attachment(s):** Plat pdf. and Development agreement



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

GENERAL NOTES

- 1. UNIT 1 IS 23.765 ACRES, ZONED R1A, CONTAINS 75 LOTS, AND IS LOCATED IN THE CITY OF MONROE.
2. YARD REQUIREMENTS: FRONT = 20 FT, REAR = 25 FT, SIDE = 10 FT, MINIMUM LOT SIZE = 8500 SF, MINIMUM LOT WIDTH = 75 FT
3. THE SUBJECT PROPERTY DOES CONTAIN A DESIGNATED 100 YEAR FLOOD HAZARD AREA AS DEPICTED ON F.I.R.M. PANEL 13297C0145D, EFFECTIVE MAY 18, 2009.
4. ALL CURB DIMENSIONS ARE TO THE BACK OF CURB UNLESS OTHERWISE NOTED.
5. ALL CONSTRUCTION TO COMPLY WITH CITY OF MONROE STANDARDS.
6. SEE ARCHITECTURAL PLANS FOR BUILDING FLOOR PLAN DIMENSIONS, DOOR LOCATIONS, AND OTHER ARCHITECTURAL DETAILS.
7. ALL BUFFERS AND TREE SAVE AREAS SHALL BE CLEARLY IDENTIFIED BY FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
8. EACH BUILDING AND ITS RELATIVE LOCATION TO PROPERTY LINES AND OTHER STRUCTURES SHALL COMPLY WITH THE 2012 INTERNATIONAL BUILDING CODE (IBC) WITH GEORGIA STATE AMENDMENTS WITH REGARDS TO THE HEIGHT AND AREA REQUIREMENTS OF IBC TABLE 503 AND THE FIRE RESISTANCE AND HORIZONTAL SEPARATION REQUIREMENTS OF IBC TABLES 601 AND 602.
9. ALL UTILITY LINES ARE LOCATED UNDERGROUND.
10. A SEPARATE BUILDING PERMIT SHALL BE OBTAINED PRIOR TO CONSTRUCTION FOR ALL RETAINING WALLS GREATER THAN 4 FEET IN HEIGHT PRIOR TO CONSTRUCTION OF THE WALLS.
11. ALL PROPERTY LINES SHALL HAVE A 5' DRAINAGE EASEMENT ON EACH SIDE OF THE PROPERTY LINE.
12. THIS PLAT IS SUBJECT TO THE COVENANTS SET FORTH IN THE SEPARATE DOCUMENT(S) ATTACHED HERETO DATED WHICH HEREBY BECOME A PART OF THIS PLAT AND WHICH WERE RECORDED AND SIGNED BY THE OWNER.
13. THE CITY OF MONROE ASSUMES NO RESPONSIBILITY FOR OVERFLOW OR EROSION OF NATURAL OR ARTIFICIAL DRAINS BEYOND THE EXTENT OF THE STREET RIGHT OF WAY, OR FOR THE EXTENSION OF CULVERTS BEYOND THE POINT SHOWN ON THE APPROVED AND RECORDED SUBDIVISION PLAT.

ZONING CONDITIONS

- 1. MINIMUM SQUARE FOOTAGE OF 1,700 FOR A 1-STORY HOME; A MINIMUM SQUARE FOOTAGE OF 2,000 FOR A 2-STORY HOME.
2. PLAYGROUND: JUNIOR OLYMPIC SIZE POOL WITH CABANA AND RESTROOMS.
3. WORK TOWARD MINIMUM LOT SIZE OF NO LESS THAN 8,500 SQUARE FEET.
4. HOMES SHALL BE CONSTRUCTED PRIMARILY ON FRONT WITH BRICK AND/OR STACKED STONE, WITH MINOR TREATMENTS IN ROOF AND GABLES, CHIMNEYS AND BAY WINDOWS OF FIBER CEMENT SIDING, WITH THE BALANCE OF HOME TO BE FIBER CEMENT SIDING AT MINIMUM.
5. A LANDSCAPE BUFFER ALONG HIGHWAY 83 THAT INCLUDES PLANTING FOR SCREENING AND BRICK OR STONE COLUMNS AT THE PROFESSIONALLY LANDSCAPED ENTRANCE.
6. 40 FEET OF NON-BUILDABLE BERMED BUFFER ALONG HIGHWAY 83 WITH 8 FOOT ON CENTER EVERGREENS THAT ARE A MINIMUM OF 20 GALLONS.
7. ALL THE GRASSED AREA ON DWELLING LOTS SHALL BE SODDED.
8. THE ROAD OVER THE DAM SHALL BE FULLY ENGINEERED TO ALLOW THE WIDTH AND WEIGHT OF TWO LANES OF TRAFFIC WITH SIDEWALKS FOR TRAFFIC AND PEDESTRIAN SAFETY.
9. MINIMUM OF TWO TREES WITH MINIMUM DIAMETER OF TWO INCHES SHALL BE PLACED ON EACH LOT OR PRESERVED ON EACH LOT AND THIS DOES NOT INCLUDE EVERGREEN TREES.

PIPE CHART

Table with columns: LineNo., InletID, DrainageArea (ac), InletTime (min), Inlet (in/hr), RunoffCoeff (C), QCaptured (cfs), CurbLength (ft), GutterSlope (ft/ft), GutterWidth (ft), CrossSlope, Sw (ft/ft), CrossSlope, Sx (ft/ft), InletDepth (ft), GutterDepth (ft), GutterSpread (ft), Pipe Material.

CURVE TABLE

Table with columns: CURVE, LENGTH, RADIUS, CHORD, BEARING. Rows include C20, C21, C22, C23, C24, C25, C26, C27, C28, C29, C30, C31, C32, C33, C34, C35.

CURVE TABLE

Table with columns: CURVE, LENGTH, RADIUS, CHORD, BEARING. Rows include C36, C37, C38, C39, C40, C41, C42, C43, C44, C45, C46, C47, C48, C49, C50, C51.

CURVE TABLE

Table with columns: CURVE, LENGTH, RADIUS, CHORD, BEARING. Rows include C52, C53, C54, C55, C56, C57, C58, C59, C60, C61, C62, C63, C64, C65.

LOT CHART

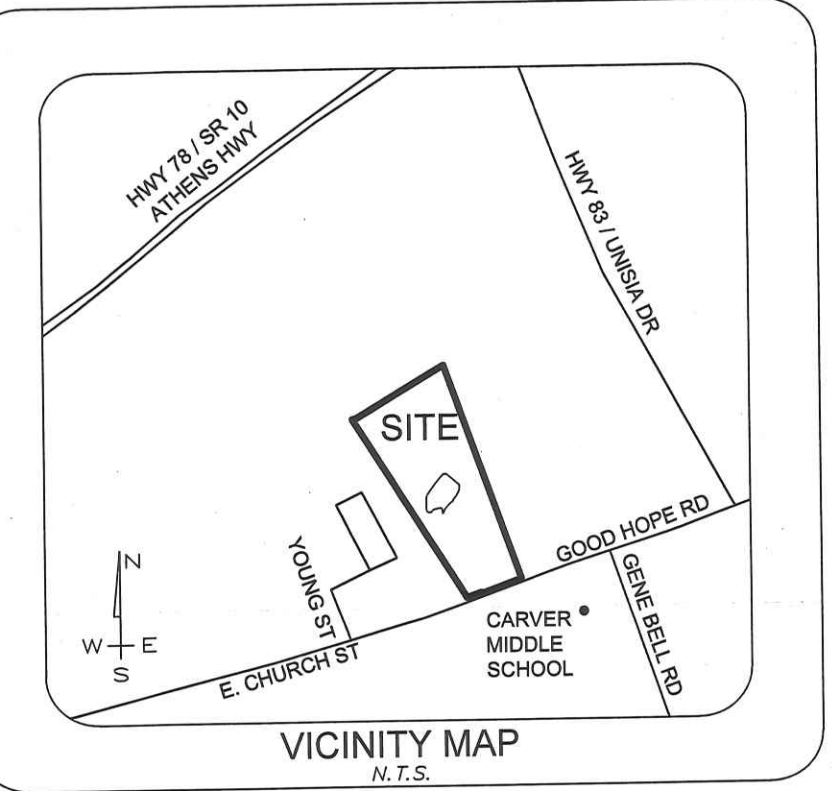
Table with columns: LOT NO., BLOCK, AREA (SQ. FT.), PARCEL NO., ADDRESS. Rows 41-66.

LOT CHART

Table with columns: LOT NO., BLOCK, AREA (SQ. FT.), PARCEL NO., ADDRESS. Rows 67-92.

LOT CHART

Table with columns: LOT NO., BLOCK, AREA (SQ. FT.), PARCEL NO., ADDRESS. Rows 93-116 and POND.



SURVEYORS CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR. THIS PLAT HAS BEEN APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS THAT REQUIRE PRIOR APPROVAL FOR RECORDING THIS TYPE OF PLAT OR ONE OR MORE OF THE APPLICABLE LOCAL JURISDICTIONS DO NOT REQUIRE APPROVAL OF THIS TYPE OF PLAT...

OWNER/DEVELOPER: STONECREEK DEVELOPMENT, LLC, P.O. BOX 1326, LAWRENCEVILLE, GA 30046. CONTACT: JOE DIXON, PHONE: 770-338-8143, EXP@HOMES@WINDSTREAM.NET

ENGINEER: PRECISION PLANNING INC., 400 PIKE BOULEVARD, LAWRENCEVILLE, GEORGIA 30046. CONTACT: DAVID LEONARD, PHONE: (770) 338-8000, 063D1@ppi.us

APPROVED CITY OF MONROE WATER/SEWER/STORMWATER, APPROVED WALTON COUNTY TAX ASSESSORS, APPROVED CITY OF MONROE PLANNING & DEVELOPMENT, APPROVED WALTON COUNTY D.O.T.

OWNERS ACKNOWLEDGEMENT AND DECLARATION:

(STATE OF GEORGIA) (THE CITY OF MONROE) THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY...

DATED THIS 21 DAY OF 2020

BY: [Signature] OWNER

FINAL SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AS TO THE PROPERTY LINES AND ALL IMPROVEMENTS SHOWN THEREON, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION...

DATE: 1-21-2020

REG. NO. 2627 DATE OF EXPIRATION 12-31-2020

CERTIFICATE OF APPROVAL BY THE CODE ENFORCEMENT OFFICE:

THE CODE ENFORCEMENT OFFICER CERTIFIES THAT THIS PLAT COMPLIES WITH THE ZONING ORDINANCE AND DEVELOPMENT REGULATIONS OF THE CITY OF MONROE AND HAS BEEN APPROVED BY ALL OTHER AFFECTED CITY DEPARTMENTS, AS APPROPRIATE. THIS PLAT IS APPROVED SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF THE PERFORMANCE AND MAINTENANCE SURETY AGREEMENT EXECUTED FOR THIS PROJECT BETWEEN THE OWNER AND CITY OF MONROE.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_ CODE ENFORCEMENT OFFICER: \_\_\_\_\_

CERTIFICATE OF APPROVAL BY MAYOR AND COUNCIL:

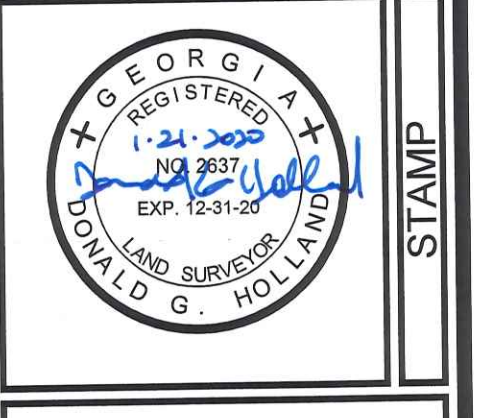
THE CITY OF MONROE MAYOR AND CITY COUNCIL HEREBY ACCEPT ON BEHALF OF THE CITY OF MONROE THE DEDICATION OF ALL PUBLIC STREETS, RIGHTS OF WAY, EASEMENTS AND OTHER PUBLIC FACILITIES AND APPURTENANCES SHOWN THEREON...

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20

BY: \_\_\_\_\_ MAYOR THE CITY OF MONROE MAYOR AND CITY COUNCIL

ATTEST: CITY CLERK, CITY OF MONROE

© 2019 PRECISION PLANNING, INC. ALL RIGHTS RESERVED. THESE CONSTRUCTION DOCUMENTS ARE PERMITTED REPRODUCTIONS IN WHOLE OR IN PART FOR THE EXCLUSIVE USE OF THE CLIENT AND ARE NOT TO BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN PERMISSION FROM PRECISION PLANNING, INC.



PRECISION Planning Inc. planners • engineers • architects • surveyors. 400 Pike Boulevard, Lawrenceville, Ga 30046 770.338.8000 • www.ppi.us

STONECREEK UNIT 2. 1050 GOOD HOPE ROAD, MONROE, GEORGIA 30685. LAND LOT 107, 3RD DISTRICT, CITY OF MONROE, WALTON COUNTY, GEORGIA.

FINAL PLAT SHEET TITLE. DESIGN, DRAWN, CHECKED.

Table with columns: DATE, NO., DESCRIPTION.

DATE: R17-186 PPI PROJECT NO. 1 of 2



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

NF M0230023A00 JACKS CREEK RESERVE, LLC D.B. 3839, PG. 178 P.B. 74, PG. 84 P.B. 17, PG. 226

NF C1650077B00 JONATHAN D. & AMANDA K. STERTZBACH, D.B. 3597, PG. 478 P.B. 76, PG. 186

NF M0230023A00 JACKS CREEK RESERVE, LLC D.B. 3839, PG. 178 P.B. 74, PG. 84 P.B. 17, PG. 226

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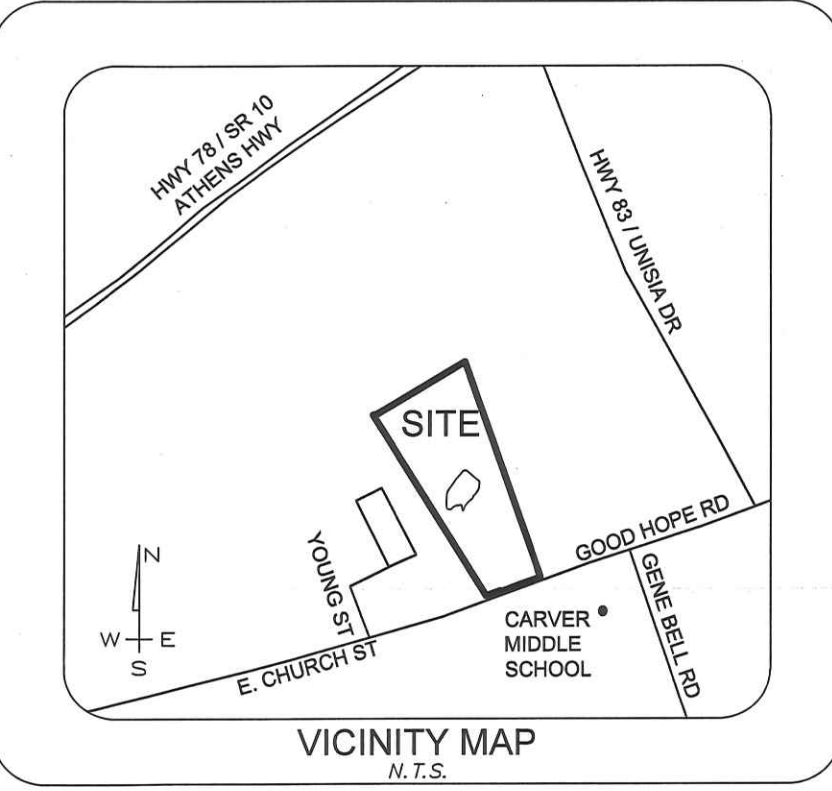
NF M0240131 PATSY E. PARKS D.B. 1882, PG. 173 P.B. 65, PG. 196

NF M0240132 ROONEY & JOANNE WOOD D.B. 272, PG. 193 P.B. 16, PG. 261

NF M0240133 SHANNON CARSON D.B. 2948, PG. 001 P.B. 16, PG. 261

NF M0240134 PAUL HASS D.B. 4058, PG. 241 P.B. 16, PG. 261

NF M0240135 GLADYS ARCHARGE D.B. 2490, PG. 001 P.B. 16, PG. 120



PRECISION PLANNING, INC. REGISTERED PROFESSIONAL SURVEYOR DONALD G. HOLLAND. Includes a professional seal and the word 'STAMP'.

PRECISION Planning Inc. planners • engineers • architects • surveyors. 400 Pike Boulevard, Lawrenceville, Ga 30046. 770.338.8000 • www.ppi.com

1050 GOOD HOPE ROAD MONROE, GEORGIA 30665 LAND LOT 107, 3RD DISTRICT, CITY OF MONROE, WALTON COUNTY, GEORGIA

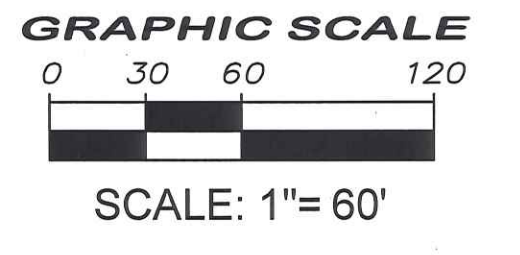
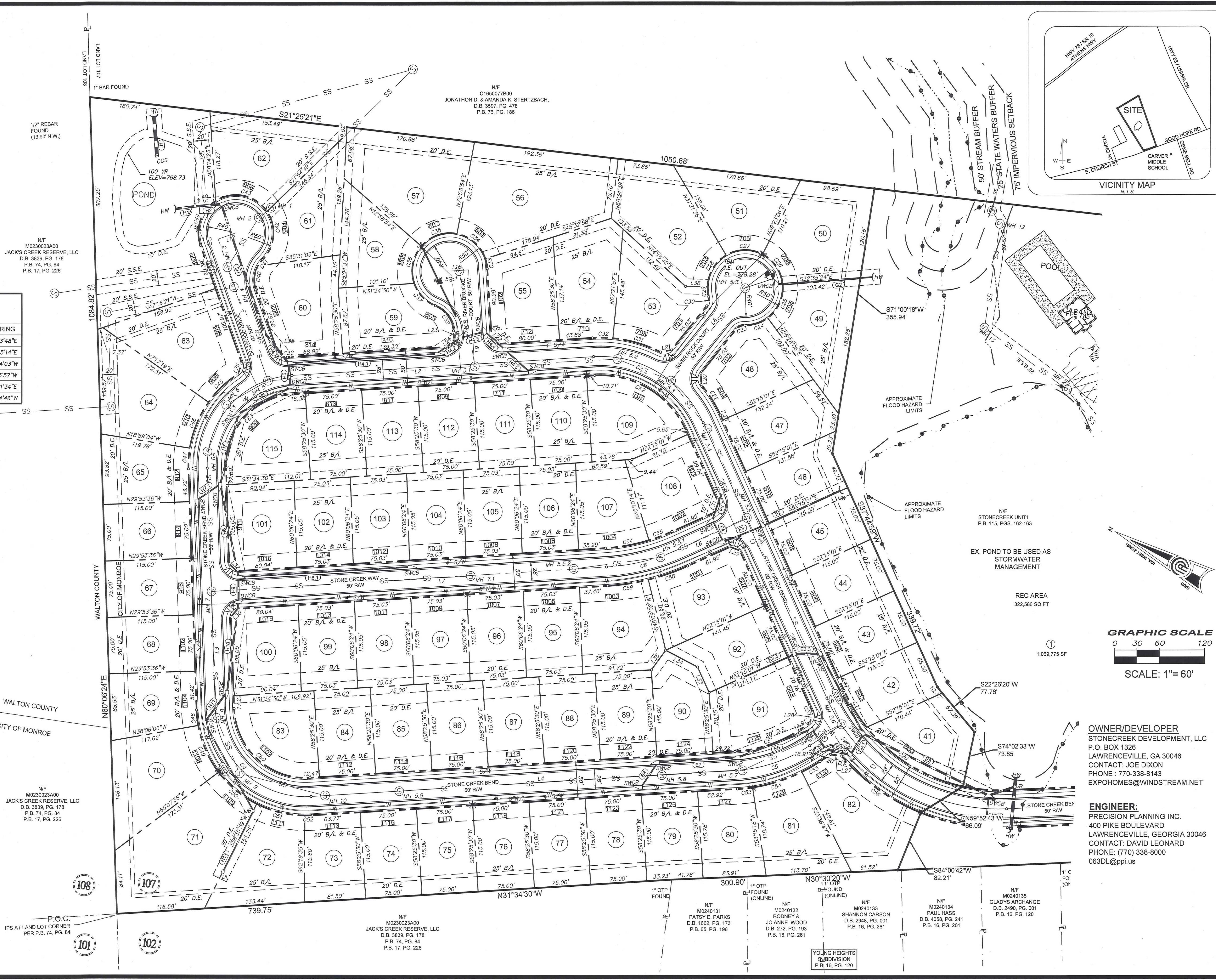
Table with columns: FINAL PLAT, SHEET TITLE, DESIGN, CHECKED, RELEASE.

Table with columns: DATE, NO. DESCRIPTION, DATE, R17-186, PPI PROJECT NO., 2 of 2.

CENTERLINE CURVE TABLE with columns: CURVE, LENGTH, RADIUS, CHORD, BEARING. Lists curves C1 through C6.

CENTERLINE LINE TABLE with columns: LINE, LENGTH, BEARING. Lists lines L1 through L12.

LINE TABLE with columns: LINE, LENGTH, BEARING. Lists lines L20 through L36.



OWNER/DEVELOPER STONECREEK DEVELOPMENT, LLC P.O. BOX 1326 LAWRENCEVILLE, GA 30046 CONTACT: JOE DIXON PHONE: 770-338-8143 EXPHOMES@WINDSTREAM.NET

ENGINEER: PRECISION PLANNING INC. 400 PIKE BOULEVARD LAWRENCEVILLE, GEORGIA 30046 CONTACT: DAVID LEONARD PHONE: (770) 338-8000 063DL@ppi.us

FILE PATH: E:\PROJECTS\2017\17186-SV-EXPO GOOD HOPE RD\VIEW\FINAL PLAT\UNIT 2\17186\_202\_FINAL\_PLAT.DWG - 2020-01-21 - JAMES MANCE

PLOT DATE: 1/21/2020 3:27 PM





P.O. Box 1249 • Monroe, Georgia 30655  
(770) 207-4674  
Attn: Business License Division

### OCCUPATION TAX APPLICATION

*BOWER ENTERTAINMENT LLC*

BUSINESS NAME THE SOUTHERN OX

TELEPHONE (678) 818-5484

ADDRESS 320 S. MADISON AVE. SUITE 300

TYPE OF BUSINESS

MAILING ADDRESS SAME AS ABOVE

ENTERTAINMENT/RECREATION

EMAIL ADDRESS THE SOUTHERNOX @ GMAIL.COM

OWNER'S NAME JEREMY BOWER

TELEPHONE 678 818-5484

EMERGENCY CONTACT PERSON: JEREMY BOWER

TELEPHONE (678) 818-5484

PROPERTY OWNER'S NAME: JT ANDERSON

TELEPHONE (404) 242-3504

\*\*NUMBER OF EMPLOYEES: FULL TIME 1  
PART TIME 8

\*\*(Including Owners & Family Members)

HAVE YOU EVER BEEN CONVICTED OF A FELONY OR ARE YOU DISQUALIFIED TO RECEIVE A LICENSE

BY REASON OF ANY MATTER OR THING CONTAINED IN THE LAWS OF THIS STATE, OR THIS CITY? YES  NO

WILL A SIGN BE INSTALLED ON THE BUILDING OR PROPERTY? YES  NO

**A PERMIT IS REQUIRED FOR ALL SIGNS!!**

I hereby certify that I will not violate any of the laws of this State of Georgia or of the United States. I further agree to comply with any and all ordinances of the City of Monroe in conducting business in the City.

Signature: *Jeremy Bower* Date 2/12/20



\$12.50

### CITY OF MONROE

#### ALCOHOLIC BEVERAGE LICENSE APPLICATION

INSTRUCTIONS: PLEASE PRINT OR TYPE APPLICATION AND ANSWER ALL QUESTIONS.

Please fill out entire application leaving no sections blank; please mark sections that do not apply N/A

Please check the licenses that you are applying for.

### CITY OF MONROE

#### ALCOHOLIC BEVERAGE LICENSE FEES

CONSUMPTION ON PREMISE:

LICENSE FEE:

BEER/WINE

\$1000.00

NON PROFIT PRIVATE CLUB

\$600.00

SUNDAY SALES-PRIVATE CLUBS ONLY

\$150.00

BEER/WINE AMENITIES LICENSE

\$100.00

DISTILLED SPIRITS

\$3000.00

NON PROFIT PRIVATE CLUB-ONLY

\$600.00

SUNDAY SALES

\$150.00

PACKAGE:

LICENSE FEE:

BEER/WINE

\$2000.00

HOTEL/MOTEL IN ROOM SERVICE

\$250.00

GROWLERS

\$2000.00

MANUFACTURER

LICENSE FEE: 1 FEE ONLY

DISTILLERIES OR MICRO-DISTILLERIES

\$1500.00

BREWERY OR MICRO-BREWERIES

\$1000.00

BREWPUB

\$750.00

WHOLESALE DEALERS:

LICENSE FEE:

PRINCIPAL PLACE OF BUSINESS - CITY

BEER/WINE

\$1500.00

DISTILLED SPIRITS

\$2000.00

PRINCIPAL PLACE OF BUSINESS – NOT IN CITY

\$100.00

TEMPORARY LICENSE:

LICENSE FEE:

NON PROFIT ORGANIZATIONS

\$25.00 PER DAY

FOR PROFIT ORGANIZATIONS

\$150.00 PER DAY

SPECIAL EVENT VENUES

\$300.00

REGISTRATION

There is a \$250.00 non-refundable administrative/investigative fee for all licenses except for a Beer/Wine Amenities License which the fee is \$200.00.

There is no application fee for wholesale dealers. This administrative / investigative fee applies to new applications only-does not apply to renewals.

1. Full Name of Business BOWER ENTERTAINMENT LLC

Under what name is the Business to operate? THE SOUTHERN OX

Is the business a proprietorship, partnership or corporation? Domestic or foreign?

LLC DOMESTIC

2. Address: a) Physical: 320 S. MADISON AVE. SUITE 300 MONROE, GA 30655

b) Mailing: 320 S. MADISON AVE. SUITE 300 MONROE, GA. 30655

3. Phone 678-818-5484 Beginning Date of Business in City of Monroe \_\_\_\_\_

4.  New Business  Existing business purchase

If change of ownership, enclose a copy of the sales contract and closing statement.

5. Federal Tax ID Number 83-3432833 Georgia Sales Tax Number 308657419

6. Is business within the designated distance of any of the following:

CHURCH, SCHOOL GROUNDS, COLLEGE CAMPUS (See Land Survey Requirements)

Beer and Wine 100 Yards Yes \_\_\_\_\_ No

Liquor 100 Yards (Church) or 200 Yards (School) Yes \_\_\_\_\_ No

7. Full name of Applicant WILLIAM JEREMY BOWER

Full Name of Spouse, if Married KATIE HUGHES BOWER

Are you a Citizen of the United States or Alien Lawful Permanent Resident? YES

Birthplace CHATTANOOGA, TN

Current Address 550 FAWN VALLEY DR City LOGANVILLE St GA Zip 30052

Home Telephone 678-818-5484

Number of Years at present address 9 YRS

Previous address (If living at current address less than 2 yrs).

N/A

Number of years at previous address N/A

8. If new business, date business will begin in Monroe 2/22/2020

If transfer or change of ownership, effective date of this change \_\_\_\_\_

**If transfer or change of ownership, enclose a copy of the sales contract and closing statement.**

Previous applicant & D/B/A N/A

9. What is the name of the person who, if the license is granted, will be the active manager of the business and on the job at the business? List address, occupation, phone number, and employer WILLIAM JEREMY BOWER - OWNER

320 S. MADISON AVE. SUITE 300 MONROE, GA. 30655

THE SOUTHERN OX BOWER ENTERTAINMENT LLC

10. Has the person, firm, limited liability company, corporation, applicant, owner/owners, partner, shareholder, manager or officer been arrested, convicted or entered a plea of nolo



contendere within ten (10) years immediately prior to the filing of this application for any felony or misdemeanor of any state or of the United States, or any municipal ordinance involving moral turpitude, illegal gambling or illegal possession or sale of controlled substances or the illegal possession or sale of alcoholic beverages to minors in a manner contrary to law, keeping a place of prostitution, pandering, pimping, public indecency, prostitution, solicitation of sodomy, or any sexually related crime. If yes, describe in detail and give dates.

NO

11. Has the applicant been convicted under any federal, state or local law of any felony, within fifteen (15) years prior to the filing of application of such license? NO

12. Do you own the land and building on which this business is to be operated? NO

13. Does this establishment have a patio/open area intended to be used for consumption of alcoholic beverages? [ ] yes or [] no

14. If operating as a corporation, state name and address of corporation, when and where incorporated, and the names and addresses of the officers and directors and the office held by each.

BOWER ENTERTAINMENT LLC DBA THE SOUTHERN OX  
S050 FAWN VALLEY DR. LOGANVILLE, GA. 30052  
JEREMY BOWER - S050 FAWN VALLEY DR. LOGANVILLE, GA. 30052

15. If operating as a corporation, list the stockholders (20% or more) complete addresses, area code and telephone numbers, residential and business, and the amount of interest of each stockholder.

N/A

16. If operating as a partnership, list the partners with complete addresses, area code and telephone numbers, residential and business, and the amount of interest or percent of ownership of each partner. N/A

N/A

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17. If partnership or individual, state names of any persons or firms owning any interest or receiving any funds from the corporation. N/A

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18. Does applicant receive any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? If yes, explain. NO

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19. Does the applicant have any financial interest in any manufacturer or wholesaler of alcoholic beverages? If yes, please explain.

No

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20. State whether or not applicant, partner, corporation officer, or stockholder holds any alcoholic beverage license in other jurisdiction or has ever applied for a license and been denied. (Submit full details) NO

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21. Does you or your spouse or any of the other owners, partners or stockholders have any interest in any liquor store or wholesale liquor business?

NO

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**22. If a retail grocery business in existence for more than six (6) months:**

A statement from the applicant with documentary evidence provided that the business has had or will have gross sales of merchandise, other than malt beverages and wine, of more than three thousand dollars (\$3000.00) per month average for six (6) successive months preceding the filing of the application for this license or renewal thereof.

**If a retail grocery business in existence for less than six (6) months:**

A statement from the applicant with documentary evidence provided, that the business has had or will have gross sales of merchandise, other than malt beverages and wine, of more than three thousand dollars (\$3000.00) per month average for six (6) successive months from its inception; and within ten (10) days upon completion of six (6) months' verifying the statement required herein; and upon failure to provide such verification as prescribed herein, the license shall be suspended until such verification is made.

23. If a club, a statement that the club has been organized or chartered for at least one (1) year; a statement that during the past year the club has held regular monthly meetings; and a statement that the club has at least fifty (50) members. N/A

24. Character References: (For the applicant)

1. BRIAN KRAWCZYK

Name 411 S. MADISON AVE.

Address MONROE GA 30655 404-944-7992

City State Zip Telephone

2. ROSS BRADLEY

Name 205 W. HIGHLAND AVE.

Address MONROE GA 30655 770-652-0724

City State Zip Telephone

3. CHRIS SCHOENTHAL

Name 3160 ETCHISON RD.

Address LOGANVILLE GA 30052 770-715-5380

City State Zip Telephone

This the 19 day of FEBRUARY 2020.

\_\_\_\_\_  
(Signature Applicant)

OWNER (Title i.e. Partner, General Partner, Manager, Owner, etc.)

WILLIAM JEREMY BOWER (Print Name)

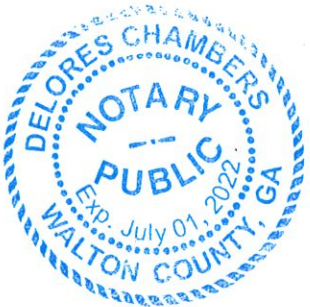
Or: William Jeremy Bower (Signature of Corporate Officer)

\_\_\_\_\_  
(Printed Name and Title of Corporate Officer)

Signed, sealed and delivered in the presence of: Delores Chambers

Notary Public:

Executed: 2-19-2020



GEORGIA CITIES WEEK  
April 19-25, 2020

A RESOLUTION OF THE CITY OF MONROE RECOGNIZING GEORGIA CITIES WEEK, APRIL 19-25, 2020 AND ENCOURAGING ALL CITIZENS TO SUPPORT THE CELEBRATION AND CORRESPONDING ACTIVITIES.

WHEREAS, city government is the closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Georgia Cities Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Georgia that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Georgia Municipal Association and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Georgia Cities Week offers an important opportunity to convey to all the citizens of Georgia that they can shape and influence government through their civic involvement.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF MONROE DECLARES APRIL 19-25, 2020 AS GEORGIA CITIES WEEK.

BE IT FURTHER RESOLVED THAT THE CITY OF MONROE ENCOURAGES ALL CITIZENS, CITY GOVERNMENT OFFICIALS, AND EMPLOYEES TO DO EVERYTHING POSSIBLE TO ENSURE THAT THIS WEEK IS RECOGNIZED AND CELEBRATED ACCORDINGLY.

PASSED AND ADOPTED by the City of Monroe, March 10, 2020.

CITY OF MONROE, GEORGIA

By: \_\_\_\_\_  
John S. Howard, Mayor

Attest: \_\_\_\_\_  
Debbie Kirk, City Clerk





**To:** Public Works Committee  
**From:** Logan Propes, City Administrator  
**Department:** Administration  
**Date:** 3-03-2020  
**Subject:** Church Street & Davis Street Traffic Calming

**Budget Account/Project Name:** 19-040 TrafficCalm

**Funding Source:** SPLOST 2019

<b>Budget Allocation:</b>	\$250,000.00	
<b>Budget Available:</b>	\$229,911.37	
<b>Requested Expense:</b>	\$222,404.50	<b>Company of Purchase:</b> N/A

**Description:**

Approval of the bid award to TriScapes, Inc. in the amount of \$222,404.50 for construction of Traffic Calming Features on Church St. and Davis St.

**Background:**

As response to many long-standing requests to help alleviate speeding and tractor Trailer cut through traffic on Church and Davis Streets, the city engaged on-call engineering firm Keck & Wood to fully study, design, and engineer to construction median islands for Church St. and speed tables for Davis St.

Many traffic calming options were well-studied for many months by engineers and staff with the resultant features being recommended as best-suited for each street's identity; Church Street's historic yet relatively narrow corridor with deference paid to driveways, intersections, and sight lines, and Davis Street with it's very wide and mostly straight boulevard layout where design consideration was careful to take into account intersections, and public safety vehicle routing.

The budget of \$250,000 is an estimated current year budget for this project. Additional construction projects for traffic calming may come later. Engineering costs have already been incurred for this and a few other projects under study.

**Attachment(s):**

Bids from 2-26-2020, Exhibit details, recommendation letter



# PROJECT MANUAL

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## CHURCH STREET AND DAVIS STREET TRAFFIC CALMING

---

FOR THE

### City of Monroe, Georgia

215 North Broad Street  
Monroe, Georgia 30655

Ph. (770) 267-7536

Fax (770) 267-2319



### Keck+Wood

3090 Premiere Parkway  
Suite 200

Duluth, Georgia 30097

Ph. (678) 417-4000

Fax (678) 417-4055

**BID FORM**

**CHURCH STREET AND DAVIS STREET TRAFFIC CALMING  
CITY OF MONROE, GA  
190170**

**TABLE OF CONTENTS**

	<b>Page</b>
Article 1 – Bid Recipient .....	2
Article 2 – Bidder’s Acknowledgements.....	2
Article 3 – Bidder’s Representations .....	2
Article 4 – Bidder’s Certification .....	3
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion.....	5
Article 7 – Attachments to this Bid.....	5
Article 8 – Defined Terms .....	5
Article 9 – Bid Submittal .....	5

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Monroe  
215 North Broad Street  
Monroe, GA 30655

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<b>GDOT Pay Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Bid Unit Price</b>	<b>Bid Price</b>
150-1000	TRAFFIC CONTROL -	LS	1	\$ 9,600.00	\$ 9,600.00
271-0010	TEMPORARY SILT FENCE, TYPE A	LF	600	\$ 6.00	\$ 3,600.00
210-0100	GRADING COMPLETE -	LS	1	\$ 64,140.00	\$ 64,140.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	100	\$ 52.50	5,250.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	120	\$ 180.00	\$ 21,600.00
413-0750	TACK COAT	GL	60	\$ 6.00	\$ 360.00
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	1250	\$ 9.60	\$ 12,000.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	75	\$ 70.88	5,316.00
441-0104	CONC SIDEWALK, 4 IN	SY	75	\$ 45.57	\$ 3,417.75
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	1200	\$ 6.00	\$ 7,200.00
441-5008	CONCRETE HEADER CURB, 4 IN, TP 9	LF	355	\$ 9.20	\$ 3,266.00
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	LF	1200	\$ 12.00	\$ 14,400.00
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	35	\$ 506.25	\$ 17,718.75
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	200	\$ 24.00	\$ 4,800.00
636-2070	GALV STEEL POSTS, TP 7	LF	380	\$ 9.60	\$ 3,648.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	165	\$ 6.00	\$ 990.00
654-1001	RAISED PVMT MARKERS TP 1	EA	306	\$ 6.00	\$ 1,836.00
900-0039	BRICK PAVERS	SF	525	\$ 18.48	\$ 9,702.00
-	SPEED TABLE	EA	8	\$ 4,200.00	\$ 33,600.00

GDOT Pay Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
<b>Total of All Unit Price Bid Items</b>					\$ 222,444.50

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - C. Contractor’s License No. or GDOT Prequalification No.: ~~GCCC000381~~ | 2TR550
  - D. Required Bidder Qualification Statement with supporting data; and
  - E. Affidavits of Non-Collusion and O.C.G.A. 13-10-91(b)(1) federal work authorization program.
  - F. SAVE Affidavit

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Tri Scapes, Inc.

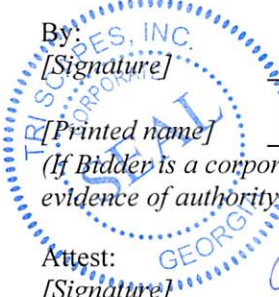
By: *[Signature]*

*Rebecca Martin*

*[Printed name]*

Rebecca Martin

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*



Attest:

*[Signature]*

*Mitzi Chambers*

*[Printed name]*

Mitzi Chambers

Title:

Assistant Secretary

Submittal Date:

02/26/2020

Address for giving notices:

Tri Scapes, Inc.

1595 Peachtree Parkway, Suite 204-396

Cumming, Georgia 30041

Telephone Number:

770-752-4698

Fax Number:

770-752-6792

Contact Name and e-mail address:

Rebecca Martin

rmartin@triscapes.com

Bidder's License No. or  
Prequalification No.:

GCCO003381 | 2TR550

*(where applicable)*

COPORATE RESOLUTION OF TRI SCAPES, INC.

We, the undersigned, being all the Directors and Shareholders of Tri Scapes, Inc., organized and existing under the laws of Georgia, and having its principal place of business at 220 Curie Drive, Alpharetta Georgia 30005 (the Corporation), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Directors and Shareholders of the Corporation duly held and convened on May 30, 2019, at which all of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

Therefore, it is resolved:

The following person, Terry Teakell, is removed as VP as a result of his resignation.

The following additional people hold offices at Tri Scapes, Inc.: Assistant Secretary is Mitzi Chambers, Vice Presidents are Heidi Roper and Ryan Hogan. Senior VP/CEO/Secretary is Quinn Martin. President/CFO/Treasurer is Rebecca Martin.

Be it resolved, that Rebecca Martin and Quinn Martin, individually and separately are authorized to borrow and execute related document for the said corporation upon such terms and conditions as they deem advantageous to the said corporation, and to execute any security deeds, warranty affidavits, tax documents or other instruments as may be necessary or proper to consummate any transaction of the corporation.

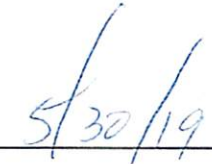
Heidi Roper, Ryan Hogan, and Mitzi Chambers are authorized to sign project contracts, warranty affidavits, and lien waivers for the corporation.

By affirmative votes noted as signatures below, all Member of Tri Scapes, Inc. with authority to bind the Company approves the form and content of this resolution, to be effective immediately.

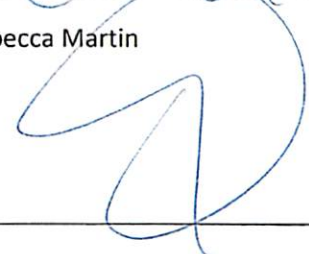
DIRECTORS

  
\_\_\_\_\_

Rebecca Martin

  
\_\_\_\_\_

Date

  
\_\_\_\_\_

Quinn Martin

  
\_\_\_\_\_

Date



**COMPETITIVE BID AFFIDAVIT**

STATE OF GEORGIA

Rebecca Martin, being first duly sworn, deposes and says that:

1. He/She is the President|CFO of  
(Owner, Partner, Officer, Representative or Agent)

Tri Scapes, Inc. the Bidder  
that has submitted the attached Bid;

- 2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
- 3. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatever; nor prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatever; nor cause or induce another to withdraw a bid or proposal for the work.

By: *Rebecca Martin*

Its: President|CFO  
(Title)

Subscribed and sworn to before me this 26th day of February, 2020.

*Mitzi J Chambers*  
Notary Public  
My Commission expires: 7-19-20



**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of City of Monroe (*name of public employer*) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

123689  
Federal Work Authorization User Identification Number

06/02/08  
Date of Authorization

Tri Scapes, Inc.  
Name of Contractor

Church Street and Davis Street Traffic Calming  
Name of Project

City of Monroe  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct and that this affidavit was executed in Duluth, Georgia this 26th day of February, 2020

*John Gladis*  
Signature of Authorized Officer or Agent

Rebecca Martin, President/CFO  
Printed Name / Title of Authorized Officer or Agent

SWORN TO AND SUBSCRIBED before me  
this 26th day of February, 2020.

*Mtzi J Chambers*  
Notary Public  
My Commission Expires: 7-19-20



**Systematic Alien Verification for Entitlements (SAVE) Program  
O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a supplier of goods/services, as referenced in O.C.G.A. § 50-36-1, from Monroe, Georgia (name of government entity), the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1.   x   I am a United States citizen.
- 2.        I am a legal permanent resident of the United States.
- 3.        I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security of other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:  
Georgia Drivers License

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

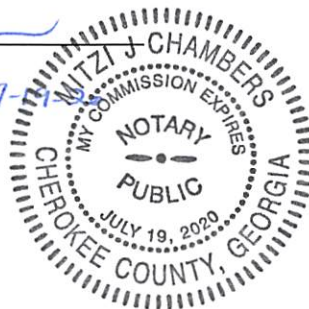
Executed in Alpharetta (city), Georgia (state).

*Rebecca Martin*  
Signature of Applicant

Rebecca Martin, President|CFO  
Printed Name/Title of Applicant

SWORN TO AND SUBSCRIBED before me  
this 26th day of February, 2020.

*Mitzi J Chambers*  
Notary Public  
My Commission Expires: 7-19-2020





**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

**Tri Scapes, Inc. 1595 Peachtree Pkwy #204-396, Cumming GA 30041**

SURETY (Name and Address of Principal Place of Business):

**Hartford Fire Insurance Company One Hartford PLaza, Hartford, Connecticut 06155**

OWNER (Name and Address):

**City of Monroe  
215 N Broad Street  
Monroe, Georgia 30655**

BID

Bid Due Date: **2/26/2020**

Description (Name and Location): **Church Street and Davis Street Traffic Calming  
City of Monroe, Georgia, Project No. 190170**

BOND

Bond Number: **N/A**

Date (Not earlier than Bid due date): **2/26/2020**

Penal sum **Five Percent of Bid amount** \$ **5%**  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**Tri Scapes, Inc.**

Bidder's Name and Corporate Seal

*Rebecca Martin*  
Signature

**Rebecca Martin**

Print Name

**President / CFO**

Title

Attest:

*Mary Chamb*  
Signature

**Assistant Secretary**  
Title

**SURETY**

**Hartford Fire Insurance Company**

Surety's Name and Corporate Seal

By:

*Christy Lackey*  
Signature (Attach Power of Attorney)

**Christy Lackey**

Print Name

**Attorney In Fact**

Title

Attest:

*Hain Maynard*  
Signature

**Account Manager**

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-12

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-266-3488 or fax: 860-757-5835

64

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: POINTENORTH INSURANCE GROUP LLC  
Agency Code: 20-262197

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :

Marilyn Brown, Keith H. Dillon, Christy Lackey, John Langsfeld, Fred R. Mitchell, William H. Skeeles, Rita L. Smith, Carolyn F. Smith of ATLANTA, Georgia

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*John Gray*

John Gray, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT

COUNTY OF HARTFORD

} ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Kathleen T. Maynard*

Kathleen T. Maynard  
Notary Public

My Commission Expires July 31, 2021

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of Signed and sealed at the City of Hartford.

2-26-2020



*Kevin Heckman*

Kevin Heckman, Assistant Vice President

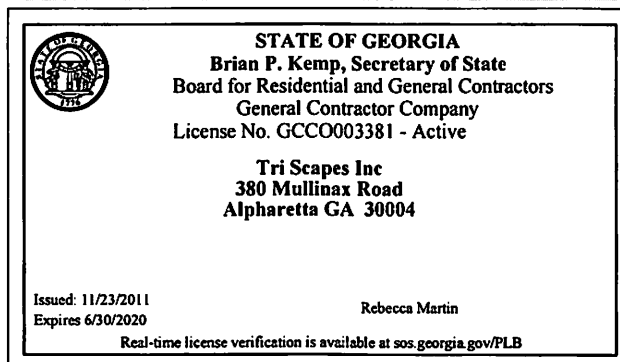


Above is your license issued by the Georgia State Board of Residential and General Contractors. A pocket-sized license card is below. Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. License renewals may be completed prior to the expiration date via the Board's website or by obtaining a paper renewal from the Board office.

Reminder: It is your responsibility to keep your insurance current. Please provide the Board with a copy of your Certificate of Insurance each time your insurance is renewed. The Board does receive copies of cancellation notices which will affect the status of your license.

It is the licensee's responsibility to notify the board office immediately of any change of name or address. You may update your address online at the board's website at [www.sos.ga.gov/plb/contractors/](http://www.sos.ga.gov/plb/contractors/).

You may contact the Board at:  
 GEORGIA STATE BOARD FOR RESIDENTIAL & GENERAL CONTRACTORS  
 237 COLISEUM DRIVE, MACON, GEORGIA 31217-3858  
 478-207-2440 (phone) website: [www.sos.ga.gov/plb/contractors/](http://www.sos.ga.gov/plb/contractors/)





Russell R. McMurry, P.E., Commissioner  
 One Georgia Center  
 600 West Peachtree Street, NW  
 Atlanta, GA 30308  
 (404) 631-1000 Main Office

August 5, 2019

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 2TR550**

Tri Scapes, Inc.  
 1595 Peachtree Parkway  
 Cumming, GA 30041

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

<b>MAXIMUM CAPACITY RATING:</b>	<b>\$39,200,000</b>
<b>CERTIFICATE EXPIRES:</b>	<b>July 31, 2021</b>
<b>PRIMARY WORK CLASS/CODE:</b>	<b>702</b>
<b>SECONDARY WORK CLASS(ES)/CODE(S):</b>	<b>163, 201, 441, 700</b>

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

A handwritten signature in black ink, appearing to read 'Marc Mastronardi', with a long horizontal line extending to the right.

Marc Mastronardi, P.E.  
 Chairman, Prequalification Committee/Contractors

MM:ASB



# *FORSYTH COUNTY*

# 20

## *BUSINESS LICENSE*

# 20



TRI SCAPES, INC  
BUSINESS NAME

April 13, 2018  
ORIGINAL ISSUE DATE

220 CURIE DR  
STREET ADDRESS

December 31, 2020  
EXPIRATION DATE

L201800326  
BUSINESS LICENSE NUMBER

561110 561730  
NAICS CODE

MARTIN, REBECCA & QUINN  
BUSINESS OWNER

*Amy Konrath*  
LICENSE OFFICIAL

# Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading. This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**Submitted To:**

**Name:** City of Monroe  
**Address:** 215 North Broad Street  
Monroe, Georgia 30655

**Submitted By:** Tri Scapes, Inc.  
**Name:** Rebecca Martin, President|CFO

**Address:** 1595 Peachtree Parkway, Suite 204-396 Cumming GA, 30041

**Principle Office:** 220 Curie Drive, Alpharetta, Georgia 30005

- Corporation**
- Partnership**
- Individual**
- Joint Venture**
- Other**

**Name of Project:** Church Street and Davis Street Traffic Calming

**Type of Work** (Separate form is required for each Type of Work):

- General Construction**
- HVAC**
- Electrical**
- Plumbing**
- Other – specifically**

## # 1 Organization

**#1.1 How many years has your organization been in business as a contractor?**  
26 years

**#1.2 How many years has your organization been in business under its present business name?** 26 years.

**#1.3 If your organization is a corporation:**  
**#1.3.1 Date of Incorporation:** 10/26/1993  
**#1.3.2 State of Incorporation:** Georgia

**#1.3.3 President's name:** Rebecca Martin

**#1.3.4 Vice-president's name(s):** Quinn Martin, CEO | Secretary

Heidi Roper, Vice President | Accounting

Ryan Hogan, Vice President | Construction Division

**#1.3.5 Secretary's name:** Quinn Martin

Assistant Secretary: Mitzi J. Chambers

**#1.3.6 Treasurer's name:** Rebecca Martin

**#1.4 If your organization is a partnership:**

**#1.4.1 Date of organization:**

**#1.4.2 Type of partnership:** N/A

**#1.4.3 Name(s) of general partner(s):**

**#1.5 If your organization is individually owned:**

**#1.5.1 Date of organization:**

**#1.5.2 Name of owner:** N/A

**# 1.6 If your organization is other than those listed above describe it with the date of organization and list the principals involved. N/A**

## **#2 Licensing**

**#2.1 List the jurisdictions and trade categories in which your organization is legally qualified to do business and indicate any registration and license numbers.**

National Women's Business Enterprise Certification #2005120401

Forsyth County Business License #L201800326

General Contractor License #GCCO003381

Pesticide Contractor License #16360

Live Plant License E809

GDOT Certified Contractor 2TR550

City of Atlanta FBE/SBE

**#2.2 List all jurisdictions in which your organization's name is filed. Georgia**

## **#3 Experience**

**#3.1 List the categories of work that your organization normally performs with its own forces. NAICS Code: 561730**

CIS Codes: 02200 Site Preparation

02230 Site Clearing

02300 Earthwork

02370 Erosion Control

02800 Site Improvements & Amenities

02380 Irrigation

02900 Planting

02920 Lawns & Grasses

02930 Exterior Planting  
02935 Plant Maintenance

**#3.2 Claims and Suits.** (Any positive response requires a detailed explanation attached).  
None

**#3.2.1 Has your organization ever failed to complete any work awarded to it?** No

**#3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?** No

**#3.2.3 Has your organization filed any lawsuits or requested arbitration, with regard to construction contracts within the last five years?** No

**#3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If so, please attach details.** No

**#3.4 Attach a separate piece of paper listing major construction projects your organization has in progress, including the project name, owner, architect, contract amount, percent complete and estimated completion date.**  
See attached Work in Progress

**#3.4.1 Total worth of work in progress and under contract:** \$22,600,933.00

**#3.5 Attach a separate piece of paper listing major construction projects your organization has completed in the last five years, including the project name, owner, architect, contract amount, date of completion and percentage of the cost of the work performed by your forces.** See Major Projects

**#3.5.1 Average annual amount of construction work performed during the past five years.** \$14,075,459.00

**#3.6 Attach a separate piece of paper that lists the construction experience and present commitments for the key individuals in your organization.**

**#4 References:** See attached Major Projects

**#4.1 Trade References:** Clean Water Consultants  
20 Business Center Drive, Winder, GA 30680  
Shannon Cox: 770-868-1371; Fax: 770-867-0976

B. L. Mullinax Nursery  
1886 Peachtree Parkway, Cumming, Georgia 30041  
Justin Fulkerson: 770-781-9823; Fax: 770-781-5702

Alan Densmore, Inc.  
4483 Brogdon Park Court, Suwanee, Georgia 30024  
Alan Densmore: 770-945-0800; Fax: 770-945-1114

Kennemore Nursery  
1175 Mullinax Road, Alpharetta, Georgia 30004  
Larry Kennemore: 770-475-5780; Fax: 770-475-9916

**#4.2 Bank References:** First Citizens Bank  
8479 Holcomb Bridge Road  
Alpharetta, Georgia 30022  
Farrukh Sayani, Assistant Vice President  
770-645-5479 | Fax: 770-645-0743  
Farrukh.Sayani@firstcitizens.com

Citizens Bank of Forsyth County  
PO Box 2820, Cumming, Georgia 30028  
Keith Carlisle, Vice President  
770-886-9500 | Fax: 770-886-6596 keithc@citizbank.com

**#4.3 Surety:** The Hartford Fire Insurance Company

**#4.3.1 Name of bonding company:** PointeNorth Insurance Group

**#4.3.2 Name and address of agent:** PointeNorth Insurance Group  
Fred Mitchell  
P. O. Box 724728  
Atlanta, Georgia 31139

**#5 Financing**

**#5.1 Please attach a financial statement, preferably audited, including your organization’s latest balance sheet and income statement showing the following items:**

- Current Assets**
- Net Fixed Assets:**
- Other Assets:**
- Current Liabilities:**
- Other Liabilities:**

See attached Financial Statement

**#5.1.2 Name and address of firm preparing attached financial statement and date thereof:** Westbrook McGrath Bridges Orth & Bray  
2810 Premiere Parkway, Suite 200  
Duluth, Georgia 30097  
Prepared May 2, 2019

#5.1.3 Is the attached financial statement for the identical organization named on page one? Yes

#5.1.4 If not explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-sub subsidiary). N/A

#5.2 Will the organization, whose financial statement is attached, act as guarantor of the contract for construction? Yes

#6 Signature

#6.1 Dated this 24th day of February 2020

Name of Organization: Tri Scapes, Inc.

By: Rebecca Martin

*Rebecca Martin*

Title: President/CFO

#6.2 Notary

being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 24th day of February 2020

Notary Public:

*Mitzi J Chambers*

State of: Georgia  
County of: Cherokee  
My Commission Expires: 07/19/20



## WORK IN PROGRESS REPORT

Principal : Tri Scapes, Inc.

Job Number and Name for All Open Contracts (Bonded and Unbonded)	Owner/GC	Contract Date	B O N D E D ?		1	2
			Y	N	Est. Compl. Date (Mo/Yr)	Revised Contract Price (Incl. Approved Change Orders)
McDonough Middle School	Bowen & Watson, Inc.	10/17/2017	X		Jul-19	\$ 205,426
McDonough HS	MEJA Construction	6/12/2017	x		Jul-19	\$ 1,079,336
Main Street Park-Phase 1	T.W. Phillips Grading, Inc.	7/3/2018		x	Jul-19	\$ 443,340
North Broad Street/SR 11	City of Monroe	4/23/2018	x		Sep-19	\$ 2,084,268
Osborne High School	Carroll Daniel Const. Co.	5/29/2018		x	Dec-19	\$ 377,593
Graves Park Amenities	Gwinnett County	8/9/2018	x		Oct-19	\$ 2,176,385
Urban Forestry 2016 FC-8832	City of Atlanta	4/4/2017	x		Aug-19	\$ 833,950
Aria Village	Streetlights Residential	4/3/2019		X	Feb-20	\$ 2,982,748
Costco Onsite-Mooresville NC	T.D. Farrell Construction	11/14/2018		X	Aug-19	\$ 427,000
DOT Call #01 I-285WB @ SR6	CMES, Inc.	8/28/2018	X		Dec-19	\$ 471,627
Harrison HS PAC & Gym Add.	Carroll Daniel Const. Co.	10/6/2018		X	Oct-19	\$ 75,186
Cedartown HS Fine Arts Additions	R.K. Redding Construction	11/9/2018		X	Nov-19	\$ 11,571
Pace Street LCI	City of Covington	2/12/2019	X		Mar-20	\$ 2,476,186
Freemanville-Providence RAB	CMES, Inc.	8/28/2018	X		Oct-19	\$ 60,365
Pleasant Hill Rd/Shackleford Rd	CMES, Inc.	8/28/2018	X		Jul-19	\$ 81,838
T3 West Midtown	New South Construction	10/23/2018		X	Oct-19	\$ 590,925
North Winds Substation LS	GP Construction Services	11/30/2018		X	May-19	\$ 343,610
Protovision	G P Construction Services	12/19/2018		X	Jan-20	\$ 512,654
Shallowford Rd. Sidewalk Imp.	City of Gainesville	1/30/2019	X		Oct-19	\$ 351,090
Walton High School Replacmnt	Evergreen Construction	9/10/2018	X	X	Oct-19	\$ 502,634
Costco Onsite-Peachtree City	T.D. Farrell Construction	2/11/2019		X	Jun-19	\$ 608,037
NE Crabapple Connector	City of Milton Public Works	2/20/2019	X		Nov-19	\$ 105,507
Kennestone Oaks	Shoppman Company, Inc.	3/5/2019		X	Oct-19	\$ 47,400
North Whitfield MS	Womack, Lewis, & Smith, Inc.	4/8/2019		X	Aug-21	\$ 315,630
Bells Ferry Rd. Sidewalk Improvements	Cobb Cty. DOT	8/20/2019	X		Oct-19	\$ 308,902
Demorest Streetscape Phase 2	City of Demorest	9/2/2019	X		Jan-20	\$ 257,598
Johnson Ferry Rd. Sidewalk Project	City of Sandy Springs	7/16/2019	X		Dec-19	\$ 203,109
Mill Creek Middle School	Womack, Lewis, & Smith	4/24/2018		X		\$ 12,177
Riverwood HS	Gilbane Company	5/13/2019		X	Jun-19	\$ 85,594
Gainesville Skate Park	City of Gainesville	7/11/2019	X		Jan-20	\$ 1,766,357
Hammond Creek Middle School	Carroll Daniel Const. Co.	7/16/2019		X	Apr-20	\$ 284,933
On Call Tree Installation	City of Sandy Springs	7/28/2019		X	Aug-20	\$ 25,750
East Forsyth High School	Carroll Daniel Const. Co.	7/29/2019		X	Mar-21	\$ 640,251
Whitefield Academy Lower School	Evergreen Construction	7/18/2019	Y		May-20	\$ 428,317
Henry County Grinding	Henry County	9/1/2019		X		
Auto Metal Direct	Carroll Daniel Const. Co.	8/29/2019		X	Oct-19	\$ 39,016
Sub Basin 3 SSOF	IPR SE, LLC	9/4/2019		X	Nov-19	\$ 862,858
Kimball Bridge Rd. Corridor Imp.	CMES, Inc.	3/18/2019	X		Mar-20	\$ 395,990
Main Street Park Landscape Phase 1	City of Dawsonville	10/1/2019	X			\$ 125,776
Chattahoochee Hill Greenway	Cowetta County			X	Jun-20	\$ 851,288
Buford Multi-use Trail	City of Buford	11/13/2019	X		Mar-20	\$ 500,882
Bell @ McGinnis Ferry road	CMES, Inc.	10/15/2019		X		\$ 12,690
Atlanta Public Schools	Design Build Svcs-School				TBD	TBD
Taylor Rd & Batesville Rd. Stormwater Imp.	City of Milton Public Works	11/18/2019	X			\$ 49,902
Mt. Vernon to Hildebrand Multipurpose Path	City of Sandy Springs	11/25/2019	X		Apr-20	\$ 268,749
Youth Center Park	City of Commerce	12/1/2019	X		May-20	\$ 250,422
New Macland Rd. & Gaydon Rd. Imp.	CMES, Inc.	11/1/2019		X	Apr-20	\$ 35,362
Kennesaw Mt. Chattahoochee River Trail	City of Marietta	12/1/2019	X		Jun-20	\$ 586,652
<b>TOTALS</b>					<b>TOTALS</b>	<b>\$22,600,933</b>

**Project Name:** **Clarkesville Downtown Streetscapes**

**Location:** Downtown Square area in Clarkesville, Georgia

**Owner Contact:** City of Clarkesville | Barbara Kesler, City Manager  
PO Box 21, 210 East Water Street, Clarkesville, Georgia 30523  
Phone: 706-754-4216 | Email: [bkesler@clarkesvillega.com](mailto:bkesler@clarkesvillega.com)

**Contract Amount:** \$321,782.00

**Completion Date:** July 2017

**Description of Work:** Demo and removal of approximately 13,700 sf of existing sidewalk and approximately 1,320 LF of curb and gutter. Install new concrete sidewalks with brick beauty strips along the edges and brick cross strips at a minimum of every 20 ft that are 2' wide. Install new curbs and gutter, construct new retaining walls and steps. All construction in the downtown square area.

**Project Name:** **CS 862/Pace Street from Floyd Street to SR 12/US278  
PI #0010331 | Newton County**

**Location:** CS 862/Pace Street from Floyd Street to SR12/US278 Covington, Georgia

**Owner Contact:** Tres Thomas, Public Works Director | City of Covington  
2194 Emory Street NW PO Box 1527, Covington, GA 30015  
Phone: 770-385-6831 | [tthomas@cityofcovington.org](mailto:tthomas@cityofcovington.org)

**Engineer Contact:** Taylor Bone, Staff Engineer | Keck & Wood, Inc.  
3090 Premier Parkway, Suite 200, Duluth, GA 30097  
Phone: 678-417-4039 | Email: [tbone@keckwood.com](mailto:tbone@keckwood.com)

**Contract Amount:** \$2,476,185.85

**Contract Period:** April 2019 – Projected completion January 2020

**Description of Work:** Construction of new concrete sidewalks, 5' wide dedicated bicycle lane, roadway milling, resurfacing, and restriped, raised curbs, landscaped center medians, pedestrian crossings and refuges, pedestrian scale lighting and other street furnishings, ADA accessible curb ramps, street trees & shrubs.  
Tri Scapes installed 1,265 LF 18" RCP



**Project Name:** **Demorest Streetscape Phase II, PI #0010692 Habersham County**

**Location:** SR 385 from CS 621/Alabama St. to CS 628/Georgia St., Demorest, GA

**Owner Contact:** Kim Simonds, City Clerk | City of Demorest  
PO Box 128, 546 Georgia Street, Demorest, Georgia 30535  
Phone: 706-778-4202 | Email: [ksimonds@cityofdemorest.org](mailto:ksimonds@cityofdemorest.org)

**Contract Amount:** \$257,598.00

**Completion Date:** January 2020

**Description of Work:** Demolition of asphalt, removal of concrete sidewalks and concrete curbs, clearing, grading, and construction of concrete sidewalks, installation of velocity dissipator, concrete headwalls, signage, striping, and landscape.

**Project Name:** **Desota Park Renovations – Tennis/Basketball Court Reconstruction**

**Location:** 1142 Desota Street SE, Gainesville, Georgia 30501

**Owner Contact:** Michael T. Graham, Deputy Director  
Gainesville Parks and Recreation Agency  
830 Green Street NE, Gainesville, Georgia 30501  
Phone: 678-776-3586 | Email: [MGraham@gainesville.org](mailto:MGraham@gainesville.org)

**Contract Amount:** \$343,155.10

**Completion Date:** June 2018

**Description of Work:** Removal of existing play courts, fencing, etc., grading and construction of new courts, construction of new concrete walkways, and installation of fencing and landscaping.

**Project Name:** **Dogwood Drive Pedestrian Improvements PI #0010329**

**Location:** Along Dogwood Drive in Hapeville, Georgia

**Owner Contact:** Lee Sudduth, Director of Community Services | City of Hapeville  
3474 North Fulton Avenue, Hapeville, GA 30354  
Phone: 404-669-2124 | [lsudduth@hapeville.org](mailto:lsudduth@hapeville.org)

**Engineer Contact:** Adam Shelton, Project Engineer | Keck & Wood, Inc.  
3090 Premier Parkway, Suite 200, Duluth, GA 30097  
Phone: 678-417-4025 | Email: [ashelton@keckwood.com](mailto:ashelton@keckwood.com)

**Contract Amount:** \$2,110,462.00

**Contract Period:** May 2017 - September 2018

**Description of Work:** Project improvements provide a positive impact to the right of ways of businesses and homes. Site work includes grading and demo of existing, traffic control, erosion control, new concrete sidewalks, curb & gutters, brick paver walks, planters, drainage improvements, street lighting, asphalt paving, striping & signage, traffic lights, and landscaping. Tri Scapes installed 1,988 LF 18" RCP and 90 LF 24" RCP.

**Project Name:** **Eagles Beak Park**

**Location:** 8420 Old Federal Road, Ball Ground, Georgia 30107

**Owner Contact:** Tommy Bruce, Deputy Director  
Forsyth County Department of Public Facilities  
110 E. Main Street, Suite 210, Cumming, Georgia 30028  
Phone: 770-781-2215 | Email: [trbruce@forsythco.com](mailto:trbruce@forsythco.com)

**Contract Amount:** \$1,507,099.00

**Completion Date:** June 2017

**Description of Work:** The park consists of 3.5 miles of pedestrian trail along the Etowah River in West Forsyth County. The trail was constructed with native and on site products and includes switchbacks, (3) stream crossings, and benching was prevalent throughout the site. Also, construction of a concrete canoe/kayak/boat launch with pulleys, surrounded by concrete steps and handrails. The project also has (2) entrances with asphalt parking lots that include striping and signage, concrete walkways, a restroom building, chain link fencing, landscaping, bollards, water utility line, septic system, storm drainage, and bio-swale.

**Project Name:** **FY17 Sidewalk Replacement Project**  
**Location:** Various locations throughout the City of Milton  
**Owner Contact:** Matt Fallstrom, Capital Projects Manager  
 City of Milton, 2006 Heritage Walk, Milton, Georgia 30004  
 Phone: 404-867-6191 | Email: [matthew.fallstrom@cityofmiltonga.us](mailto:matthew.fallstrom@cityofmiltonga.us)  
**Contract Amount:** \$120,356.00  
**Completion Date:** June 2018  
**Description of Work:** Demolition and replacement of broken, cracked and damaged sidewalks throughout the City of Milton. Demo of old handicap ramps and replaced with ADA compliant ramps. Removal/demo and replace old curb & gutter

**Project Name:** **Graves Park Amenities**  
**Location:** 1540 Graves Road, Norcross, Georgia 30093  
**Owner Contact:** Amy Musser, Planner III Parks & Recreation Project Administration  
 Gwinnett County Government Department of Community Services  
 352 Hosea Road, Lawrenceville, Georgia 30046  
 Phone: 678-277-0254 | Email: [Amy.Musser@gwinnettcountry.com](mailto:Amy.Musser@gwinnettcountry.com)  
**Contract Amount:** \$2,082,360.72  
**Completion Date:** January 2020  
**Description of Work:** Renovation of existing park to include a new Splash Pad, new 573 SF Splash Pad Equipment Building, realignment of approximately 453 LF of 12' wide asphalt trail, construction of new earth surface soccer field, installation of approximately 3,510 LF of 6' wide natural surface trail with small bridges and boardwalks, installation of trees, shrubs, sod and bioretention system. Project also included addition of sanitary sewer service to the existing park restrooms and renovation of the landscape irrigation system.

Project Name: **Hammond Drive Sidewalk Project**

Location: Hammond Drive beginning at Mitchell Drive NW over to Mt. Vernon Rd. to Long Island Drive NW, Sandy Springs, Georgia

Owner Contact & Project Engineer: City of Sandy Springs  
1 Galambos Way, Sandy Springs, Georgia 30350  
Wesley Waters, PE | Capital Program Manager  
Phone: 770-206-2554 | Email: [wwaters@sandyspringsga.gov](mailto:wwaters@sandyspringsga.gov)

Contract Amount: \$166,099.00

Completion Date: January 2016

Description of Work: Grading, traffic control, installation of 4,310 sf concrete sidewalk, curb & gutter, brick pavers, lighting, sod, landscaping, tree grates, mulch and silt fence.

Project Name: **Hardman Farms Visitor Center Parking Lot & Pedestrian Trail**

Location: 143 Highway 17, Sautee Nacoochee, Georgia 30571

Owner Contact: Brent Vendola, Northern Region Supervisor  
DNR Engineering & Construction Northern Region Office  
PO Box 1029, Helen, Georgia 30545  
Phone: 404-323-6214 | Email: [brent.vendola@dnr.ga.gov](mailto:brent.vendola@dnr.ga.gov)

Contract Amount: \$1,370,055.00

Completion Date: December 2016

Description of Work: Work on this project included demolition of site, grading/clearing, erosion control, slate path, storm drainage, concrete curb & gutter, granite wall, concrete sidewalk, concrete steps, handrails, parking lot asphalt paving and striping, site accessories.

**Project Name:** **Johnson Ferry Road Sidewalk Project**

**Location:** South side of Johnson Ferry Road, from existing sidewalk on Kayron Drive to existing sidewalk west of Glenridge Drive, Sandy Springs, Georgia

**Owner Contact:** Brian Ream, Superintendent | City of Sandy Springs  
1 Galambos Way, Sandy Springs, Georgia 30328  
Phone: 770-315-6710 | Email: [Bream@sandyspringsga.gov](mailto:Bream@sandyspringsga.gov)

**Contract Amount:** \$203,109.32

**Completion Date:** December 2019

**Description of Work:** Installation of approximately 1,300 LF of concrete sidewalk, brick pavers, concrete driveways, and sod.

**Project Name:** **Lanier Parkway Sidewalk**

**Location:** Along Lanier Parkway from Bald Ridge Marina Rd. to Pilgrim Mill Rd. Cumming, Georgia 30040

**Owner Contact:** Jason McCook, Program Manager | City of Cumming  
327 Dahlonga St., Tanyard Oaks Park, Ste. 1401, Cumming, Georgia 30040  
Phone: 770-781-5507 | Email: [jmccook@maai.net](mailto:jmccook@maai.net)

**Contract Amount:** \$214,991.00

**Completion Date:** June 2016

**Description of Work:** This project provided connectivity along Lanier Parkway from Bald Ridge Marina Road to Pilgrim Mill Road with over 1 mile of concrete sidewalks, including the addition of handicap access ramps. Minor grading was necessary, along with signage relocation and temporary erosion control. Permanent grassing was placed after activities were completed.

**Project Name:** **Lawrenceville Female Seminary and Isaac Adair House Site Development**

**Location:** 15 South Clayton Street, Lawrenceville, Georgia 30046

**Owner Contact:** Dennis Billew | City of Lawrenceville  
70 South Clayton St., Lawrenceville, GA 30046  
Phone: 404-427-3017 | Email: [Dennis.billew@lawrencevillegaweb.org](mailto:Dennis.billew@lawrencevillegaweb.org)

**Contract Amount:** \$1,055,286.00

**Completion Date:** March 2017

**Description of Work:** Overall project involved site work for development of a park facility expansion. Components include a restroom building, storage building, parking lot, water fountain feature, deck, signage, kiosks, seat walls and concrete sidewalks, along with extensive landscape and irrigation improvements. Elements of the project items included granite veneer walls, ADA accessibility ramp improvements, brick paver accents, and site lighting upgrades.

**Project Name:** **Marsh Creek Watershed Improvements**

**Location:** 90 Johnson Ferry Road, Sandy Springs, GA 30068

**Owner Contact:** Mike Perry, Construction Manager | City of Sandy Springs  
1 Galambos Way, Sandy Springs, Georgia 30350  
Phone: 770-235-3557 | Email: [MPerry@SandySpringsga.gov](mailto:MPerry@SandySpringsga.gov)

**Contract Amount:** \$2,021,127.00

**Completion Date:** September 2016

**Description of Work:** The Marsh Creek Rain Garden Park (Watershed) is an innovative program designed to improve water quality by treating and filtering storm-water runoff before it flows into Marsh Creek, the tributary leading into the Chattahoochee River. The project is anticipated to reduce flooding and stream bank erosion in the neighborhoods surrounding the immediate headwater area by reducing and controlling storm-water flow. Acting as the general contractor, Tri Scapes' role was to oversee and implement the hardscape and softscape features, creating an area that is an attractive greenspace. Other features include a permanent wet pond with a fountain, walking loop, observation deck, extensive landscaping, benches, educational interpretive signage to explain the storm-water treatment process, as well as a bio-retention area with specially selected plant species to remove pollutants from storm-water runoff. Work included site clearing, grading & rock excavation, installation of storm drainage piping, construction of a reinforced structural concrete wall, installation of a modular gravity wall around the perimeter of the project for the construction of a bio-retention area and detention/retention facility. Site improvements also include small permeable paver parking lot, sidewalks, fences, wood observation deck, benches, picnic tables, limited plumbing/irrigation and installation of landscaping that included trees, shrubs and grasses.

**Project Name:** **Morgan Falls Road Improvements**  
**Location:** From Morgan Falls Apartments to Overlook Park, Sandy Springs, Georgia  
**Owner Contact:** Ashley Folmar, Project Engineer | City of Sandy Springs  
 1 Galambos Way, Sandy Springs, Georgia 30350  
 Phone: 770-206-2026 | Email: [afolmar@sandyspringsga.gov](mailto:afolmar@sandyspringsga.gov)  
**Contract Amount:** \$738,114.00  
**Completion Date:** February 2019  
**Description of Work:** Project includes grading, traffic control, erosion control, installation of modular block retaining wall, monument wall, storm drainage pipe improvements, concrete ditch paving, concrete pavers, ornamental fence, bio-retention rain garden, signage, site furnishings, mulch, sod, trees and shrubs.

**Project Name:** **Mercedes Benz USA Headquarters**  
**Location:** 1 Mercedes-Benz Drive, Sandy Springs, Georgia 30328  
**GC Contact:** Kaitlin Avra, Assistant Project Manager | Skanska USA Building, Inc.  
 55 Ivan Allen Jr. Blvd., Suite 600, Atlanta, Georgia 30308  
 Phone: 404-357-5595 | Email: [Kaitlin.Avra@skanska.com](mailto:Kaitlin.Avra@skanska.com)  
**Contract Amount:** \$2,114,614.00  
**Start Date:** January 27, 2017  
**Completion Date:** May 2018  
**Description of Work:** Installation of landscape, irrigation, site improvements, playfield equipment, concrete sidewalks/curbs/planters, pavers, bonded fiber nature trail, retaining walls, grass pavers, trench drainage, landscape drainage, rooftop garden, pond plantings, and landscape metal edging.



**Project Name:** **Murphey Candler Park Open Space Field**  
**Location:** 1551 W. Nancy Creek Drive NE, Brookhaven, Georgia 30319  
**Owner Contact:** Steve Chapman, Assistant City Manager|CFO | City of Brookhaven  
 4362 Peachtree Road, Brookhaven, Georgia 30319  
 Phone: 404-637-0620 | [steve.chapman@brookhavenga.gov](mailto:steve.chapman@brookhavenga.gov)  
**Contract Amount:** \$601,328.52  
**Completion Date:** March 2018  
**Description of Work:** Replace existing ball field with open space field, construct concrete trail and seating areas. Site erosion control, grading, utilities, site hardscapes including handrails, granite pavers, granite walls, and fieldstone seat wall, landscaping, and irrigation.

**Project Name:** **North Broad Street/SR11 Streetscapes PI #0011641 Walton County**  
**Location:** North Broad Street from Marable Street to US 78, Monroe, Georgia  
**Owner Contact:** Logan Propes, City Administrator | City of Monroe  
 215 North Broad Street, PO Box 1249, Monroe, GA 30655  
 Phone: 770-266-5114 | [LPropes@monroega.gov](mailto:LPropes@monroega.gov)  
**Engineer Contact:** Adam Shelton, P. E. | Project Manager | Keck & Wood, Inc.  
 3090 Premier Parkway, Suite 200, Duluth, GA 30097  
 Phone: 678-417-4025 | Email: [ashelton@keckwood.com](mailto:ashelton@keckwood.com)  
**Contract Amount:** \$2,083,352.00  
**Contract Period:** August 2018 – February 2020  
**Description of Work:** Construction of new/expanded sidewalks and new bicycle facilities for 0.58 miles along both sides of North Broad Street (SR11) from Marable Street to US 78. Project includes asphalt paving, pavement restriping to allow for bicycle lanes and wider sidewalks, raised curbs, guardrail, defined pedestrian crossings at intersections, a mid-block pedestrian crossing, shared lane and dedicated bicycle lane markings, signage, street trees, sod, pedestrian scale lighting, street furnishings, decorative fence, ADA-accessible curb ramps and storm sewer upgrades. Tri Scapes installed 2,435 LF of 18" RCP.

**Project Name:** **Palm Street Sidewalk Improvement Project**

**Location:** West side of Palm Street from Hickory Road to Amanda Lane in Holly Springs, Georgia

**Owner Contact:** Jacob Hughes, PE | Consultant City Engineer  
BM&K Construction Engineering  
11335 Lewis Braselton Blvd., Bldg A, Suite 110, Braselton, GA 30517  
Phone: 678-522-5601 | Email: [jacob@bmandkinc.com](mailto:jacob@bmandkinc.com)

**Contract Amount:** \$939,540.00

**Completion Date:** May 2017

**Description of Work:** Sidewalk connectivity project providing the residents of Holly Springs Community a safe place to walk. Elements included clearing, grading, utility relocation, storm water pipe installation, concrete retaining walls, curb & gutter, and 4,500 ft. of concrete sidewalks.

**Project Name:** **Shady Grove Campground Maintenance Renovations**

**Location:** 7800 Shadburn Ferry Road, Cumming, Georgia 30041

**Owner Contact:** Tommy Bruce, Asst. Parks Director  
Forsyth County Department of Public Facilities  
110 E. Main Street, Suite 210, Cumming, Georgia 30028  
Phone: 770-781-2215 | Email: [trbruce@forsythco.com](mailto:trbruce@forsythco.com)

**Contract Amount:** \$697,887.00

**Completion Date:** March 2016

**Description of Work:** Campsite renovations that include demo of existing, grading, erosion control, installation of new pavilions, new camper pads, picnic tables, grills, fire rings, campsite markers, timber walls, fencing, handrails, asphalt paving, concrete sidewalks, water/sewer/electrical improvements, asphalt paving, and shoreline protection/stabilization.

**Project Name:** **Shallowford Road Sidewalk Improvements**

**Location:** From Dawsonville Hwy (Hwy 53) to Pearl Nix Parkway  
Gainesville, Georgia

**Owner Contact:** Jason Simms, Engineering Project & Asset Manager  
City of Gainesville Public Works Department  
PO Box 2496, Gainesville, Georgia 30503-2496  
Phone: 770-519-4575 | Email: [jsimms@gainesville.org](mailto:jsimms@gainesville.org)

**Contract Amount:** \$351,090.00

**Completion Date:** August 2019

**Description of Work:** Grading, erosion control, new concrete sidewalks, ADA compliant ramps, traffic control, traffic signalization upgrade, HDPE pipe, curb & gutter, grassing & sod.

**Project Name:** **Waterman Street Streetscape Improvements**

**Location:** 256 Waterman Street, SE, Marietta, Georgia 30061

**Owner Contact:** Rich Deckman, Project Manager  
City of Marietta Department of Parks and Recreation  
205 Lawrence Street, Marietta, Georgia 30061  
Phone: 770-94-5607 | Email: [rdeckman@mariettaga.gov](mailto:rdeckman@mariettaga.gov)

**Contract Amount:** \$108,943.00

**Start Date:** September 2017

**Completion Date:** October 2017

**Description of Work:** Construction of pocket park that included demo, installation of curb & gutter, site work, concrete sidewalks, granite seat walls, pavers, ornamental fencing, trees, shrubs and sod.



### **Project Staffing and Key Personnel**

Tri Scapes, Inc. crews have extensive experience in landscape installation, streetscape construction and renovation, drainage improvements, sports field installation, and multi-use trail and park installation. Our attention to detail creates a safe and inviting environment for the community to promote diverse functions such as recreational walking and socializing. We help to beautify and restore towns and feel that these highly visible improvements contribute to the success of a downtown area which in turn attracts residents and visitors to the community. These practices have given us a long list of satisfied streetscape construction clients in cities and counties throughout the Southeast.

#### **Quinn Martin, CEO | Project Executive**

Quinn has over 35 years of executive experience in the landscape industry. In 1984 he successfully started his own commercial and residential landscape company. Then in 1993 he Co-founded Tri Scapes Inc. He also has extensive experience managing his own plant nursery, both privately, and for Tri Scapes. With his leadership TSI has grown from a small business to one of the largest commercial landscape companies in Georgia. With his hands-on approach to leadership, his daily tasks include marketing for future business, providing detailed estimates for clients and managing daily operations. He assumes many positions to help his ability to successfully achieve customer satisfaction.

#### **Ryan Hogan, Vice President | Construction Division**

Ryan has extensive experience in both the horticulture and construction fields. He graduated from the University of Auburn in 1996 with a B.S. in Landscape Horticulture. Over his career he has garnered experience working as a foreman, project superintendent, estimator, and project manager. Ryan joined the Tri Scapes team in 2008 and has provided management of maintenance, landscape, and hardscape construction. To date, he has managed over \$21 million in landscape, streetscape, sports field, roof-top garden, and various construction projects. He currently serves as Vice President of the Construction Division and oversees estimating new projects, directing and scheduling work with field staff, managing field employee payroll, project materials ordering, and logistics of equipment with staff drivers. Ryan possess the management tools necessary to be proficient in every aspect of the project and is well respected for his professionalism with the owners, architect, and engineers. Ryan holds a Georgia General Contractors License and is a Certified Irrigation Contractor. He is also a Licensed Landscape Contractor in the state of North Carolina and is a Licensed Irrigation Contractor there as well. He is OSHA 30 Hour certified, Georgia Soil and Water Conservation Level 1A and 1B Certified, Worksite Erosion Control Supervisor and Certified Pervious Concrete Technician.

**Tyler Mathis, Project Manager**

Tyler began his career with Tri Scapes in 2009, while in college. During that time, he worked alongside seasoned TSI workers where he gained a tremendous respect for their work ethic and garnered valuable knowledge of the landscape industry. In 2015, Tyler joined Tri Scapes full-time, as a construction division project manager. During his tenure he has managed over \$14.5 million in construction projects, varying in scope from landscape and irrigation, to streetscape and athletic field construction. Tyler possesses the cool temperament to handle stressful situations in the field as well as the determination to see all challenges through to the finish. He is well respected by our employees, project owners, architects, and engineers for his careful attention to the details.

**Johnny Brister, Superintendent**

Johnny joined the Tri Scapes team in May of 2015. He has over twenty years of experience in the construction industry. He specializes in streetscape enhancements, park construction, and sports field construction. He has successfully managed over \$100,000,000 in projects for various municipalities valued upwards to \$8,000,000. Johnny has the experience and capability to handle all aspects of any project including on-site supervision, scheduling, managing subcontractors, quality control and communication between owner, engineer, and architect. From time of award through the warranty period, Johnny is dedicated to providing a safe environment for our crews and completing the project on time and to the highest standards our clients expect.

Johnny's educational background and certifications include a Master of Business Administration from the University of West Georgia, Georgia Soil & Water Conservation Level IA (Blue Card Certification), GA NPDES, Georgia DOT Worksite Erosion Control Supervisor (Green Card), and Competent Person-Excavation and Confined Spaces certified.

**Luis Lopez, Superintendent**

Luis has thirty-eight years of experience in landscape project management. He has been with Tri Scapes, Inc. for 22 years and successfully manages crews of five to ten men. Luis is our lead landscape installer and does what it takes to make the customer happy and complete projects in a timely manner.

**Roberto Munoz, Foreman**

Roberto Munoz has been employed by Tri Scapes Inc. for the past 15 years. He has a total of 25 years of construction and landscape experience. In that time, Roberto has completed over 50 sports field projects, and managed over \$15 million in landscape projects. He understands the intricate aspects of field building and has a well-respected reputation with our previous Sports Field clients. Roberto is a skilled laser tech operator and can run many types of construction equipment.

**TRI-SCAPES, INC.**  
**Financial Statements and**  
**Supplementary Schedules**  
**for the years ended**  
**December 31, 2018 and 2017**

**TRI-SCAPES, INC.****TABLE OF CONTENTS**

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<b>INDEPENDENT ACCOUNTANTS' REVIEW REPORT</b>	<b>1</b>
<b>FINANCIAL STATEMENTS:</b>	
Balance Sheets	2
Statements of Income and Retained Earnings	3
Statements of Cash Flows	4
Notes to Financial Statements	5
<b>SUPPLEMENTARY INFORMATION:</b>	
Schedule of Contracts in Process	15
Schedule of Completed Contracts	16
Accounts Receivable Aging	17

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# WMBO CPA Group

*Certified Public Accountants*

2810 Premiere Parkway Suite 200 Duluth, GA 30097

## INDEPENDENT ACCOUNTANTS' REVIEW REPORT

To the Stockholders  
Tri-Scapes, Inc.

We have reviewed the accompanying balance sheets of Tri-Scapes, Inc. (a S Corporation), which comprise the balance sheets as of December 31, 2018 and 2017, and the related statement of income and retained earnings and cash flows for the years then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of Company management. A Review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provides a reasonable basis for our conclusion.

### Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

### Supplementary Information

The supplementary information included in the accompanying Schedules 1, 2 and 3 are presented for purposes of additional analysis and is not a required part of the basic financial statements. The information is the representation of management. We have reviewed the information and, based on our review, we are not aware of any material modifications that should be made to the information in order for it to be in accordance with accounting principles generally accepted in the United States of America. We have not audited the information and accordingly, do not express an opinion on such information.

*WMBO CPA Group*

WMBO CPA Group  
May 2, 2019

**TRI-SCAPES, INC.**  
 (Reviewed)  
**BALANCE SHEETS**  
 December 31, 2018 and 2017

<b>ASSETS</b>		
	<b>2018</b>	<b>2017</b>
<b>CURRENT ASSETS:</b>		
Cash	\$ 348,092	\$ 258,255
Accounts receivable including retainage of \$275,524 and \$329,916	3,017,602	3,379,419
Costs and estimated earnings in excess of billings on uncompleted contracts	601,655	574,248
Other current assets	7,417	9,224
	<u>3,974,766</u>	<u>4,221,146</u>
<b>PROPERTY AND EQUIPMENT:</b>		
Machinery and equipment	3,249,156	2,849,400
Leasehold Improvements	63,756	63,756
Vehicles	1,560,472	1,274,609
	<u>4,873,384</u>	<u>4,187,765</u>
Less accumulated depreciation	3,269,057	2,420,231
	<u>1,604,327</u>	<u>1,767,534</u>
	<u>\$ 5,579,093</u>	<u>\$ 5,988,680</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		
Current maturities of long-term notes payable	\$ 525,876	\$ 401,926
Accounts payable and accrued expenses	1,005,537	1,095,379
Billing in excess of costs and estimated earnings on uncompleted contracts	311,729	551,908
	<u>1,843,142</u>	<u>2,049,213</u>
<b>LONG-TERM NOTES PAYABLE - less current portion</b>	<u>966,775</u>	<u>1,070,445</u>
<b>STOCKHOLDERS' EQUITY:</b>		
Common stock, \$1 par value, 200,000 shares authorized, 1,021 shares issued and outstanding	1,021	1,021
Retained earnings	2,768,155	2,868,001
	<u>2,769,176</u>	<u>2,869,022</u>
	<u>\$ 5,579,093</u>	<u>\$ 5,988,680</u>

The accompanying notes and independent accountants' report are an integral part of these financial statements

**TRI-SCAPES, INC.**

(Reviewed)

**STATEMENTS OF INCOME AND RETAINED EARNINGS**

for the years ended December 31, 2018 and 2017

	2018	2017
<b>SALES</b>	\$ 15,444,073	\$ 12,786,937
<b>COST OF SALES</b>	13,165,902	9,680,237
	2,278,171	3,106,700
<b>OPERATING EXPENSES:</b>		
Advertising	24,310	38,560
Auto expenses	28,869	24,966
Bad debts	-	9,495
Charitable contributions	32,672	25,326
Depreciation expense	848,826	619,415
Dues and subscriptions	40,055	27,344
Insurance	197,411	267,482
Legal and professional fees	9,250	12,739
Office expenses	154,121	88,439
Pension expense	27,867	17,476
Postage and delivery	3,998	3,075
Rent	167,400	125,600
Repairs and maintenance	105,250	33,981
Salaries and wages	529,391	782,736
Taxes, other than on income	18,110	73,292
Telephone	37,294	41,069
Travel and entertainment	43,471	55,618
Uniforms	15,696	6,224
Utilities	24,198	12,187
	2,308,189	2,265,024
Income from operations	(30,018)	841,676
<b>OTHER INCOME (EXPENSE):</b>		
Gain on sale of assets	-	15,627
Interest expense, net of interest income	(39,828)	(13,622)
	(39,828)	2,005
Net income	(69,846)	843,681
<b>RETAINED EARNINGS, beginning of year</b>	2,868,001	2,354,320
<b>Shareholder distributions</b>	(30,000)	(330,000)
<b>RETAINED EARNINGS, end of year</b>	\$ 2,768,155	\$ 2,868,001

The accompanying notes and independent accountants' report are an integral part of these financial statements

**TRI-SCAPES, INC.**  
 (Reviewed)  
**STATEMENTS OF CASH FLOWS**  
 For the years ended December 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Net income	\$ (69,846)	\$ 843,681
Non cash items included in net income:		
Depreciation	848,826	619,415
Changes in:		
Accounts receivable	361,817	(46,399)
Note receivable - shareholder	-	-
Costs and estimated earnings on uncompleted contracts in excess of related billings	(27,407)	(320,296)
Other current assets	1,807	(8,562)
Accounts payable and accrued expenses	(89,842)	(535,797)
Billing in excess of costs and estimated earnings on uncompleted contracts	<u>(240,179)</u>	<u>174,495</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>785,176</u>	<u>726,537</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Proceeds from sale of property and equipment	-	17,300
Purchase of property and equipment	<u>(685,619)</u>	<u>(1,419,674)</u>
	(685,619)	(1,402,374)
<b>NET CASH USED BY INVESTING ACTIVITIES</b>	<u>(685,619)</u>	<u>(1,402,374)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Proceeds of bank notes payable	491,757	1,182,781
Repayments of long-term debt	(471,477)	(315,221)
Distributions to shareholders	<u>(30,000)</u>	<u>(330,000)</u>
<b>NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES</b>	<u>(9,720)</u>	<u>537,560</u>
<b>NET INCREASE (DECREASE) IN CASH</b>	89,837	(138,277)
<b>CASH, beginning of year</b>	<u>258,255</u>	<u>396,532</u>
<b>CASH, end of year</b>	<u>\$ 348,092</u>	<u>\$ 258,255</u>

The accompanying notes and independent accountants' report are an integral part of these financial statements

**TRI-SCAPES, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
For the year ended December 31, 2018 and 2017

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

This summary of significant accounting policies of Tri-Scapes, Inc. (the Company) is presented to assist in understanding the Company's financial statements. These financial statements and notes are representations of the Company's management who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to generally accepted accounting principles and have been consistently applied in the preparation of the financial statements.

Organization and nature of business

The Company was incorporated on October 26, 1993. The Company provides landscape contracting services for commercial and industrial facilities mainly in the Southeastern United States.

Cash and cash equivalents

For purposes of the statement of cash flows, the Company considers all cash investments with a maturity of three months or less to be cash equivalents.

Use of estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities and disclosures of contingent assets and liabilities as of December 31, 2018 and 2017 and the reported amounts of income and expenses during the years then ended. Management believes that the estimates used in preparation of the Company's financial statements are reasonable. Actual results could differ from those estimates.

Accounts receivable

Accounts receivable are recorded when services are performed and the related invoice is issued. Receivables are presented in the balance sheet net of the allowance for doubtful accounts. The Company annually determines the collectability of its accounts receivable by individually analyzing each customer's balance and credit history. Accounts receivable are charged off when, in management's judgment, the likelihood of collection is remote. Accounts receivable are considered delinquent when payment is not received within 90 days. At December 31, 2018, management estimated that all accounts receivable are collectible.

Advertising

The Company follows the policy of charging the costs of advertising to expense as incurred. Advertising expense was \$24,310 and \$38,560 for 2018 and 2017, respectively.

Revenue and cost recognition

The Company recognizes revenues from fixed-price and modified fixed-price construction contracts on the percentage-of-completion method, measured by the percentage of cost incurred to date to estimated total cost for each contract. That method is used because management considers total cost to be the best available measure of progress on the contracts. Because of inherent uncertainties in estimating costs, it is at least reasonably possible that the estimates used will change within the near term.

**TRI-SCAPES, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
For the year ended December 31, 2018 and 2017

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued**

Contract costs include all direct material and labor costs and those indirect cost related to contract performance, such as indirect labor, supplies, tools, repairs and depreciation. Selling, general and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income, which are recognized in the period in which the revisions are determined. Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders and settlements are accounted for as changes in estimates in the current period.

The asset, "Costs and estimated earnings in excess of billings on uncompleted contracts" represents revenues recognized in excess of amounts billed. The liability, "Billings in excess of costs and estimated earnings on uncompleted contracts" represents billings in excess of revenues recognized.

Property and equipment

Fixed assets are recorded at cost. Major additions or betterments, which extend the useful lives of assets, are charged to the property accounts, while the costs of current repairs and minor replacements are expensed currently. When fixed assets are retired or otherwise disposed of, the cost and accumulated depreciation related to assets disposed of are relieved from the accounts and the resulting gain or loss, if any, on disposition is reflected in income.

Depreciation is computed utilizing straight-line and accelerated methods of depreciation over the estimated useful lives of the respective assets as follows:

Machinery and equipment	5-7 years
Vehicles	5 years
Leasehold improvements	39 years

Income taxes

The Company, with the consent of its stockholders, has elected to have its income taxed under Subchapter S of the Internal Revenue Code, which provides that in lieu of corporate federal income taxes, the stockholders will be taxed on their proportionate share of the Company's taxable income. Therefore, no provision for deferred asset or liability is recorded.

The Financial Accounting Standards Board has released FASB ASC topic 740, *Income Taxes*, which provides guidance for how certain tax positions should be recognized, measured, presented and disclosed in financial statements. Adoption of FASB ASC topic 740, *Income Taxes*, is required for all fiscal years beginning after December 15, 2008. The Company evaluates its uncertain tax positions using the provisions of FASB ASC topic 450, *Contingencies*. Management believes there are no material estimates that should be accrued as of December 31, 2018. The Company is no longer subject to examination for years prior to 2014.

**TRI-SCAPES, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
For the year ended December 31, 2018 and 2017

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**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, continued**

**Fair value measurements**

The Company determines the fair value of financial instruments in accordance with FASB ASC topic 820, *Fair Value Measurements and Disclosures*, which defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles, and expands disclosures about fair value measurements.

FASB ASC topic 820, *Fair Value Measurements and Disclosures*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Company uses various methods including market, income, and cost approaches. The Company utilizes valuation techniques that maximize the use of observable inputs and minimizes the use of unobservable inputs.

As a basis for categorizing these inputs, FASB ASC topic 820, *Fair Value Measurements and Disclosures*, establishes the following hierarchy, which prioritizes the inputs used to measure fair value from market based assumptions to entity specific assumptions:

- Level 1: Inputs based on quoted market prices for identical assets or liabilities in active markets at the measurement date.
  
- Level 2: Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.
  
- Level 3: Inputs reflect management's best estimate of what market participants would use in pricing the asset or liability at the measurement date. The inputs are unobservable in the market and significant to the instrument's valuation.

The requirements of FASB ASC topic 820, *Fair Value Measurements and Disclosures*, do not have a material impact on the Company's financial statements. All financial instruments are measured using Level 1. The carrying amounts reported in the balance sheets for accounts receivable, accounts payable and accrued liabilities approximate fair value because of the immediate or short-term maturity of these financial instruments.

**Subsequent events**

The Company follows the guidance of FASB ASC topic 855, *Subsequent Events*. The Company has evaluated subsequent events through the date and time the financial statements were issued on May 2, 2019.



**TRI-SCAPES, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
For the year ended December 31, 2018 and 2017

**NOTE 2 - COMMITMENTS AND RELATED PARTY TRANSACTIONS:**

Lease

The Company has a lease on the premises with the two principal owners of the Company. The lease provides for annual rentals of \$180,000. Annual future rentals under this lease are as follows:

Year Ended December 31,	
2019	\$ 180,000
2020	\$ 180,000
2021	\$ 180,000
2022	\$ 180,000
2023	\$ 180,000

Rent expense was \$167,400 and \$131,500 for the years ended December 31, 2018 and 2017, respectively.

**NOTE 3 - UNCOMPLETED CONTRACTS:**

Costs, estimated earnings and billings on uncompleted contracts are summarized as follows:

	2018	2017
Costs incurred on uncompleted contracts	\$ 5,641,502	\$ 3,207,229
Estimated earnings	2,191,735	1,653,218
	<u>7,833,237</u>	<u>4,860,447</u>
Less billings to date	7,543,311	4,838,107
	<u>\$ 289,926</u>	<u>\$ 22,340</u>

The following amounts are included in the accompanying balance sheet under the following captions:

	2018	2017
Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 601,655	\$ 574,248
Billings in excess of costs and estimated earnings on uncompleted contracts	311,729	551,908
	<u>\$ 289,926</u>	<u>\$ 22,340</u>

**TRI-SCAPES, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
For the year ended December 31, 2018 and 2017

**NOTE 4 - NOTES PAYABLE:**

The following notes payable were outstanding at December 31, 2018 and 2016:

	<u>2018</u>	<u>2017</u>
Installment note payable in monthly installments of approximately \$1,378 including interest at an annual rate of 4.57% to April 2019. The note is secured by equipment and shareholder personal guarantees.	\$5,461	\$21,354
Installment note payable in monthly installments of approximately \$979 including interest at an annual rate of 0.99% to May 2021. The note is secured by equipment and shareholder personal guarantees.	28,051	39,462
Installment note payable in monthly installments of approximately \$855 including interest at an annual rate of 4.99% to June 2022. The note is secured by transportation equipment and shareholder personal guarantees.	32,848	0
Installment note payable in monthly installments of approximately \$770 including interest at an annual rate of 4.84% to July 2022. The note is secured by transportation equipment and shareholder personal guarantees.	30,327	0
Installment note payable in monthly installments of approximately \$1,202 including interest at an annual rate of 3.49% to March 2012. The note is secured by equipment and shareholder personal guarantees.	44,255	56,896
Installment note payable in monthly installments of approximately \$685 including interest at an annual rate of 4.65% to October 2022. The note is secured by equipment.	28,795	35,501
Installment note payable in monthly installments of approximately \$1,155 including interest at an annual rate of 4.81% to January 2022. The note is secured by equipment and shareholder personal guarantees.	39,643	0
Installment note payable in monthly installments of approximately \$634 including interest at an annual rate of 3.44% to April 2018. The note is secured by equipment and shareholder personal guarantees.	0	2,518
Installment note payable in monthly installments of approximately \$,951 including interest at an annual rate of 4.77% to September 2023. The note is secured by equipment and shareholder personal guarantees.	48,417	0

**TRI-SCAPES, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
For the year ended December 31, 2018 and 2017

**NOTE 4 - LONG-TERM DEBT, continued**

	<u>2018</u>	<u>2017</u>
Installment note payable in monthly installments of approximately \$1,514 including interest at an annual rate of 2.66% to November 2019. The note is secured by equipment and shareholder personal guarantees.	16,430	33,902
Installment note payable in monthly installments of approximately \$2,283 to July 2022. The note non-interest bearing and is secured by equipment and shareholder personal guarantees.	98,157	0
Installment note payable in monthly installments of approximately \$1,295 including interest at an annual rate of 3.9% to September 2018. The note is secured by equipment and shareholder personal guarantees.	0	11,466
Installment note payable in monthly installments of approximately \$400 to September 2022. The note is non-interest bearing and is secured by equipment and shareholder personal guarantees.	17,980	0
Installment note payable in monthly installments of approximately \$420 including interest at an annual rate of 2.44% to August 2018. The note is secured by transportation equipment and shareholder personal guarantees.	0	2,919
Installment note payable in monthly installments of approximately \$906 to April 2022. The note is non-interest bearing and is secured by equipment and shareholder personal guarantees.	36,241	0
Installment note payable in monthly installments of approximately \$566 to January 2020. The note is non-interest bearing and is secured by equipment.	7,357	14,148
Installment note payable in monthly installments of approximately \$1,111 including interest at an annual rate of .99% to January 2022. The note is secured by equipment and shareholder personal guarantees.	40,458	0
Installment note payable in monthly installments of approximately \$844 including interest at an annual rate of 3.99% to May 2022. The note is secured by transportation equipment and shareholder personal guarantees.	32,280	0

**TRI-SCAPES, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
For the year ended December 31, 2018 and 2017

**NOTE 4 - LONG-TERM DEBT, continued**

	<u>2018</u>	<u>2017</u>
Installment note payable in monthly installments of approximately \$658 including interest at an annual rate of 3.99% to February 2022. The note is secured by transportation equipment and shareholder personal guarantees.	23,447	0
Installment note payable in monthly installments of approximately \$665 including interest at an annual rate of 3.99% to February 2022. The note is secured by transportation equipment and shareholder personal guarantees.	23,694	0
Installment note payable in monthly installments of approximately \$669 including interest at an annual rate of 3.95% to November 2019. The note is secured by transportation equipment and shareholder personal guarantees.	7,214	14,792
Installment note payable in monthly installments of approximately \$1,069 including interest at an annual rate of 1.003% to August 2019. The note is secured by equipment and shareholder personal guarantees.	8,519	21,192
Installment note payable in monthly installments of approximately \$728 including interest at an annual rate of 3.951% to December 2019. The note is secured by transportation equipment and shareholder personal guarantees.	8,548	16,765
Installment note payable in monthly installments of approximately \$670 including interest at an annual rate of 3.95% to December 2019. The note is secured by transportation equipment and shareholder personal guarantees.	7,870	15,436
Installment note payable in monthly installments of approximately \$1,093 including interest at an annual rate of 0.00% to November 2020. The note is secured by equipment and shareholder personal guarantees.	26,226	39,338
Installment note payable in monthly installments of approximately \$817 including interest at an annual rate of 3.95% to November 2020. The note is secured by equipment and shareholder personal guarantees.	18,067	26,965
Installment note payable in monthly installments of approximately \$783 including interest at an annual rate of 4.57% to July 2019. The note is secured by equipment and shareholder personal guarantees.	5,399	14,326
Installment note payable in monthly installments of approximately \$1,287 including interest at an annual rate of 0.00% to May 2019. The note is secured by equipment and shareholder personal guarantees.	5,148	21,878

**TRI-SCAPES, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
For the year ended December 31, 2018 and 2017

**NOTE 4 - LONG-TERM DEBT, Continued**

	<u>2018</u>	<u>2017</u>
Installment note payable in monthly installments of approximately \$223 including interest at an annual rate of 0.00% to August 2021. The note is secured by equipment and shareholder personal guarantees.	7,120	9,790
Installment note payable in monthly installments of approximately \$1,199 including interest at an annual rate of 0.00% to December 2019. The note is secured by equipment and shareholder personal guarantees.	14,387	28,774
Installment note payable in monthly installments of approximately \$893 including interest at an annual rate of 0.00% to November 2020. The note is secured by equipment and shareholder personal guarantees.	20,547	31,268
Installment note payable in monthly installments of approximately \$862 including interest at an annual rate of 0.0% to June 2021. The note is secured by equipment.	38,032	53,244
Installment note payable in monthly installments of approximately \$1,147 including interest at an annual rate of 1.9% to March 2022. The note is secured by transportation equipment.	43,274	56,078
Installment note payable in monthly installments of approximately \$2,800 including interest at an annual rate of 1.88% to January 2021. The note is secured by equipment and shareholder personal guarantees.	68,589	100,568
Installment note payable in monthly installments of approximately \$3,337 including interest at an annual rate of 0.00% to June 2020. The note is secured by equipment and shareholder personal guarantees.	63,410	103,459
Installment note payable in monthly installments of approximately \$334 including interest at an annual rate of 0.00% to March 2021. The note is secured by equipment and shareholder personal guarantees.	9,005	13,007
Installment note payable in monthly installments of approximately \$576 including interest at an annual rate of 0.00% to November 2021. The note is secured by equipment and shareholder personal guarantees.	20,175	27,093
Installment note payable in monthly installments of approximately \$511 including interest at an annual rate of 0.0% to November 2021. The note is secured by equipment.	17,870	24,003

**TRI-SCAPES, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
For the year ended December 31, 2018 and 2017

**NOTE 4 - LONG-TERM DEBT, Continued**

	2018	2017
Installment note payable in monthly installments of approximately \$13,340 including interest at an annual rate of 4.7% to September 2022. The note is secured by equipment.	549,406	636,229
Note payable to a financial institution at an annual rate of prime plus 1% payable monthly. Pursuant to a line of credit the Company has available up to \$600,000 expiring November 2019. The Company had available borrowings pursuant to the line amounting to \$600,000 and \$600,000 at December 31, 2018 and 2017, respectively. The line of credit is secured by real estate.	0	0
<b>Total notes payable</b>	<b>1,492,651</b>	<b>1,472,375</b>
<b>Less current maturities</b>	<b>525,876</b>	<b>401,926</b>
<b>Total long-term notes payable</b>	<b>\$966,775</b>	<b>\$1,070,449</b>

Future maturities of long-term notes payable at December 31, 2018 are as follows:

December 31,	Amount
2019	\$ 525,876
2020	433,990
2021	339,655
2022	184,739
2023	8,391
	<b>\$ 1,492,651</b>

**NOTE 5 - PENSION PLAN:**

The Company maintains a SIMPLE IRA plan. The plan covers substantially all employees of the Company. Contributions to the plan equal 3% of the eligible employee's compensation. The Company contribution was \$27,867 and \$17,476 for 2018 and 2017, respectively.

**TRI-SCAPES, INC**  
**NOTES TO FINANCIAL STATEMENTS**  
For the year ended December 31, 2018 and 2017

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**NOTE 6 - CONCENTRATIONS OF CREDIT RISK:**

Customer Accounts Receivable

Concentrations of credit risk with respect to trade receivables are limited due to the wide variety of customers to which the Company's services are rendered. As a result, at December 31, 2018, the Company does not consider itself to have any significant concentrations of credit risk for accounts receivable.

Cash

The Company maintains cash balances in one financial institution. Accounts at the institution are insured by the Federal Deposit Insurance Corporation up to \$250,000. The balances, at times, may exceed federally insured limits. The Company did not exceed the insured limit in 2018 or 2017.

**TRI-SCAPES, INC**  
**CONTRACTS IN PROCESS**  
**12/31/2018**

**Schedule 1**

JOB NAME	CONTRACT AMOUNT	BILLINGS TO DATE	TOTAL COST TO DATE	ESTIMATED COST TO COMPLETE	TOTAL ESTIMATED COST	ESTIMATED GROSS PROFIT	% COMPLETE	ESTIMATED PROFIT TO DATE	COST & EARNINGS IN EXCESS OF BILLINGS	BILLINGS IN EXCESS OF COST AND EARNINGS
Pleasant Hill Rd/Shackleford Rd	81,838.30	0.00	1,162.00	55,574.00	56,736.00	25,102.30	2.05%	514.12	1,676.12	0.00
T3 West Midtown	570,112.00	0.00	1,454.00	365,000.00	366,454.00	203,658.00	0.40%	808.07	2,262.07	0.00
Freemanville-Providence RAB	60,365.00	1,841.00	3,599.00	41,611.00	45,210.00	15,155.00	7.96%	1,206.43	2,964.43	0.00
DOT Call #01 I-285WB @ SR6	471,626.84	0.00	6,697.00	285,963.00	292,660.00	178,966.84	2.29%	4,095.34	10,792.34	0.00
Walton High School Replacmnt	503,144.00	0.00	7,128.00	270,000.00	277,128.00	226,016.00	2.57%	5,813.35	12,941.35	0.00
Protovision	512,654.00	0.00	9,627.00	255,000.00	264,627.00	248,027.00	3.64%	9,023.10	18,650.10	0.00
Blackshear Place Worship Ctr	149,763.97	66,673.00	43,408.00	63,061.00	106,469.00	43,294.97	40.77%	17,651.60	0.00	5,613.40
W.R. Coile MS Addition/Reno	135,580.00	128,552.00	55,842.00	22,913.00	78,755.00	56,825.00	70.91%	40,292.32	0.00	32,417.68
Main Street Park-Phase 1	443,340.00	233,320.00	77,395.00	282,605.00	360,000.00	83,340.00	21.50%	17,916.94	0.00	138,008.06
Morgan Falls Road Improvements	688,239.00	274,156.00	104,923.00	230,000.00	334,923.00	353,316.00	31.33%	110,685.07	0.00	58,547.93
Burney Harris Lyns MS Add/Reno	189,468.00	175,814.00	128,178.00	27,900.00	156,078.00	33,390.00	82.12%	27,421.31	0.00	20,214.69
Graves Park Amenities	2,082,361.00	258,348.00	201,473.00	1,330,000.00	1,531,473.00	550,888.00	13.16%	72,472.10	15,597.10	0.00
Trammel Rd Sidewalk Project	794,930.00	244,557.00	255,256.00	204,687.00	459,943.00	334,987.00	55.50%	185,908.78	196,607.78	0.00
Adairsville Elementary School	339,056.41	333,456.00	300,335.00	200.00	300,535.00	38,521.41	99.93%	38,495.77	5,374.77	0.00
North Broad Street/SR 11	2,083,840.00	360,745.00	345,670.00	1,129,809.00	1,475,479.00	608,361.00	23.43%	142,524.66	127,449.66	0.00
McDonough HS	1,079,336.00	388,603.00	355,285.00	395,654.00	750,939.00	328,397.00	47.31%	155,371.51	122,053.51	0.00
Urban Forestry 2016 FC-8832	833,950.00	667,160.00	359,610.00	97,844.00	457,454.00	376,496.00	78.61%	295,967.96	0.00	11,582.04
Audrey's Way SW	538,000.00	530,780.73	438,655.00	1,200.00	439,855.00	98,145.00	99.73%	97,877.24	5,751.51	0.00
Alpharetta City Ctr. 3B/ Par. 4,5,6	992,795.00	947,272.00	728,664.00	73,412.00	802,076.00	190,719.00	90.85%	173,262.97	0.00	45,345.03
Denmark HS	1,018,462.00	981,401.70	826,506.00	2,844.00	829,350.00	189,112.00	99.66%	188,463.50	33,567.80	0.00
Mercedes Benz USA Headquarters	2,058,587.00	1,950,632.00	1,390,636.00	43,175.00	1,433,811.00	624,776.00	96.99%	605,962.71	45,966.71	0.00
<b>TOTALS</b>	<b>15,627,448.52</b>	<b>7,543,311.43</b>	<b>5,641,503.00</b>	<b>5,178,452.00</b>	<b>10,819,955.00</b>	<b>4,807,493.52</b>		<b>2,191,734.84</b>	<b>601,655.25</b>	<b>311,728.83</b>

See accompanying accountants' report



**TRI-SCAPES, INC**  
**SCHEDULE OF COMPLETED CONTRACTS**  
**12/31/2018**

**Schedule 2**

<b>Job Name</b>	<b>Contract Amount</b>	<b>Total Cost</b>	<b>Gross Profit</b>
Riverside Dr. Roundabout	124,171	71,452	52,719
SR 140 Hembree Rd. @ Houze Rd	99,958	59,834	40,124
SR 372@Crabapple	49,826	26,575	23,251
J.E. Richards Middle School	177,131	117,654	59,477
Riverdale HS Competition Gym	93,725	57,813	35,912
Meadowcreek Cluster ES	18,255	7,827	10,428
Automation Direct FIT Building	94,422	28,809	65,613
J.E. Richards Middle School	177,131	117,654	59,477
Bridgestone Bandag, LLC	361,482	212,671	148,805
Alliance Academy for Innovation	209,282	177,973	31,309
Reinhardt Black Box Theater	28,930	13,442	15,488
Gordy Dining Hall	18,356	8,131	10,225
Jefferson HS	22,984	19,449	3,535
Pine Street Elem	276,530	152,249	124,281
Reinhardt Eagle's View Res. Hall	29,342	15,120	14,222
Murphy Candler Park	558,002	496,382	61,620
Civic Center Phase 1 Front	17,525	11,136	6,389
Desota Park Renovations	343,155	186,527	156,628
Dogwood Drive Pedestrian Improvements	2,099,339	1,765,179	334,160
Hwy. 316 @ SR120 Landscape	461,051	387,928	73,123
2425 Birmingham Rd. Drainage	25,363	15,396	9,967
Heritage Walk Median Tree Install	10,000	2,330	7,670
Cemetery Trail	562,611	385,118	177,493
Peachtree Corners Pedestrian Plaza	243,124	95,757	147,367
Eva Cohn Galambos Memorial Exchange	459,792	259,406	200,386
Oakbrook Pointe	121,251	81,088	40,163
Ecco Restaurant	174,042	166,889	7,153
Riverwoid HS Softball Concession LS	17,691	8,451	9,240
UNG Loop Road-Oakwood	84,876	61,163	23,713
Morgan Fall	19,532	4,930	14,602
Skyland Park	173,215	138,110	35,105
Birmingham Subtation	45,735	16,442	29,293
Hammonds Crossing Substaton	30,456	7,526	22,930
City of Sanford Grinding	70,006	33,058	36,948
Clermont Grinding	48,201	42,292	5,909
Sumterville Grinding	89,206	72,190	17,016
Costco Jacksonville	850,184	535,444	314,740
Costco Mt. Pleasant	789,389	520,185	269,204
Costco Woodstock	644,448	549,122	95,326
	9,719,719	6,928,702	2,791,011

See accompanying notes and accountants' report

**TRI-SCAPES, INC.**  
**ACCOUNTS RECEIVABLE AGING**  
**12/31/2018**

**Schedule 3**

	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Alpharetta, City Of	20,530.83	750.00	0.00	0.00	21,280.83
Automation Direct	1,500.00	0.00	0.00	0.00	1,500.00
Baldwin Paving Co., Inc.	0.00	18,178.80	0.00	29,154.02	47,332.82
Barton Malow Construction Services	45,147.58	0.00	75,950.00	-0.01	121,097.57
Bowen & Watson, Inc.	72,584.64	111,149.65	88,894.52	0.00	272,628.81
Carroll Daniel Construction Company	0.00	16,124.88	28,116.91	645.40	44,887.19
City of Brookhaven	0.00	60,132.85	0.00	191,944.10	252,076.95
City of Chamblee	12,034.34	0.00	0.00	0.00	12,034.34
City of Flowery Branch	0.00	0.00	0.00	14,800.00	14,800.00
City of Gainesville	4,066.66	0.00	0.00	0.00	4,066.66
City of Hapeville	0.00	0.00	0.00	123,566.56	123,566.56
City of Milton	60,379.36	0.00	0.00	2,900.00	63,279.36
City of Monroe, Georgia	81,376.13	64,033.03	0.00	0.00	145,409.16
City of Sandy Springs	144,384.15	33,861.08	56,911.14	0.00	235,156.37
Costco - Alpharetta	4,111.97	0.00	0.00	0.00	4,111.97
Derucki Construction Company	66,196.79	226,880.46	(935.10)	935.10	293,077.25
First Baptist - Duluth	2,658.00	0.00	0.00	0.00	2,658.00
Forsyth County Procurement Department	59,197.12	70,823.47	45,690.90	108,180.89	283,892.38
Ga. Power   Customer	179,870.66	11,571.00	2,520.00	-334.00	193,627.66
Garrard Construction Group, Inc.	20,779.17	0.00	59,887.88	36,735.42	117,402.47
Georgia Transmission Corporation	12,452.00	30,494.77	0.00	0.00	42,946.77
Grizzle Grading & Excavating, Inc.	0.00	0.00	0.00	12,731.00	12,731.00
Gwinnett County Board of Commissioners	59,166.00	173,347.64	0.00	0.00	232,513.64
Mc Ginnis Woods Day School	1,300.00	650.00	0.00	0.00	1,950.00
Morris & Fellows	10,500.00	0.00	0.00	0.00	10,500.00
Multiplex, LLC	0.00	0.00	17,321.50	11,013.07	28,334.57
Nix-Fowler Constructors, Inc.	0.00	0.00	0.00	3,182.08	3,182.08
North Metro Baptist Church	4,048.00	0.00	0.00	0.00	4,048.00
Ogeechee Meat Market, LLC	150.00	0.00	0.00	0.00	150.00
Sawnee Electric Membership Corporation	2,029.25	561.40	325.50	0.00	2,916.15
Skanska USA Building, Inc.	0.00	20,555.00	0.00	0.00	20,555.00
Stone Mountain Park	15,551.80	0.00	0.00	0.00	15,551.80
T. W. Phillips Grading, Inc.	0.00	103,938.41	16,000.00	0.00	119,938.41
T.D. Farrell Construction, Inc.	0.00	0.00	0.00	0.00	0.00
VEREIT, Inc.	540.00	0.00	0.00	0.00	540.00
Womack, Lewis & Smith Inc.	0.00	-0.01	0.00	27,619.94	27,619.93
Worknan & Company	627.00	0.00	0.00	0.00	627.00
Womack, Lewis & Smith Inc.	0.00	0.00	0.00	0.00	0.00
	881,181.45	943,052.43	390,683.25	563,073.57	2,777,990.70

See accompanying notes and accountants' report

**TRI-SCAPES, INC.**  
**RETAINAGE RECEIVABLE**  
**12/31/2018**

**Schedule 3**

	<u>TOTAL</u>
Bowen & Watson, Inc.	39,741.28
Brd of Regents of the Univ. System of GA	675.48
City of Marietta Dept. of Parks & Rec	23,762.11
City of Watkinsville	-42,180.03
CMES, Inc.	184.14
Cooper & Company General Contractors, Inc	-615.60
Derucki Construction Company	94,727.22
Forsyth County Procurement Department	38,766.89
Georgia Department of Natural Resources	27.13
Gregory Greenfield & Associates	2,620.82
Gwinnett County Board of Commissioners	25,834.85
MEJA Construction, Inc.	38,860.33
T. W. Phillips Grading, Inc.	23,331.96
T.D. Farrell Construction, Inc.	-3,557.87
Womack, Lewis & Smith Inc.	33,345.65
	<u>275,524.36</u>
<b>Total Accounts Receivable</b>	<b><u>\$ 3,053,515.06</u></b>

See accompanying notes and accountants' report

**BID FORM**

CHURCH STREET AND DAVIS STREET TRAFFIC CALMING  
CITY OF MONROE, GA  
190170

**ORIGINAL**

**TABLE OF CONTENTS**

	<b>Page</b>
Article 1 – Bid Recipient .....	2
Article 2 – Bidder’s Acknowledgements .....	2
Article 3 – Bidder’s Representations .....	2
Article 4 – Bidder’s Certification .....	3
Article 5 – Basis of Bid.....	3
Article 6 – Time of Completion.....	5
Article 7 – Attachments to this Bid.....	5
Article 8 – Defined Terms .....	5
Article 9 – Bid Submittal .....	5

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Monroe  
215 North Broad Street  
Monroe, GA 30655

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the

- means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
  - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

GDOT Pay Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL -	LS	1	\$ 40000	\$ 40000
271-0010	TEMPORARY SILT FENCE, TYPE A	LF	600	\$ 2.50	\$ 1500
210-0100	GRADING COMPLETE -	LS	1	\$ 80000	\$ 80000
310-1101	GR AGGR BASE CRS, INCL MATL	TN	100	\$ 35	\$ 3500
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	TN	120	\$ 300	\$ 36000
413-0750	TACK COAT	GL	60	\$ 30	\$ 1800
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	SY	1250	\$ 18.50	\$ 23125
441-0016	DRIVEWAY CONCRETE, 6 IN TK	SY	75	\$ 45	\$ 3375
441-0104	CONC SIDEWALK, 4 IN	SY	75	\$ 35	\$ 2625
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	1200	\$ 15	\$ 18000
441-5008	CONCRETE HEADER CURB, 4 IN, TP 9	LF	355	\$ 18	\$ 6390
446-1100	PVMT REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	LF	1200	\$ 15	\$ 18000
500-9999	CLASS B CONC, BASE OR PVMT WIDENING	CY	35	\$ 250	\$ 8750
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	SF	200	\$ 35.10	\$ 7020
636-2070	GALV STEEL POSTS, TP 7	LF	380	\$ 25	\$ 9500
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	SY	165	\$ 20	\$ 3300
654-1001	RAISED PVMT MARKERS TP 1	EA	306	\$ 15	\$ 4590
900-0039	BRICK PAVERS	SF	525	\$ 15	\$ 7875
-	SPEED TABLE	EA	8	\$ 9000	\$ 72000



GDOT Pay Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
<b>Total of All Unit Price Bid Items</b>					\$347,350.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

#### ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security; *SEE ATTACHED*
  - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids; *SEE ATTACHED*
  - C. Contractor's License No. or GDOT Prequalification No.: *UC300253*
  - D. Required Bidder Qualification Statement with supporting data; and
  - E. Affidavits of Non-Collusion and O.C.G.A. 13-10-91(b)(1) federal work authorization program.
  - F. SAVE Affidavit

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.



**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

CONSTRUCTION 57 INCORPORATED

By:

*[Signature]*



*[Printed name]*

OLUSEGUN OSHO

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

FUNMILAYO OSHO

Title:

SECRETARY

Submittal Date:

02/26/2020

Address for giving notices:

809 PARK NORTH BOULEVARD

CLARKSTON GA. 30021

Telephone Number:

404 514 8901; 404 600 4359

Fax Number:

770 277 1425; 404 600 4608

Contact Name and e-mail address:

OLUSEGUN OSHO

wale.oshogmail.com

Bidder's License No. or

Prequalification No.:

UC 302253

*(where applicable)*

COMPETITIVE BID AFFIDAVIT

STATE OF GEORGIA

OLUSEGUN OSHO, being first duly sworn, deposes and says that:

1. He/She is the PRESIDENT of  
(Owner, Partner, Officer, Representative or Agent)

CONSTRUCTION 57 INCORPORATED the Bidder  
that has submitted the attached Bid;

- 2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
- 3. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatever; nor prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatever; nor cause or induce another to withdraw a bid or proposal for the work.

By: [Signature]

Its: PRESIDENT  
(Title)

Subscribed and sworn to before me this 26<sup>th</sup> day of FEBRUARY, 2020

Fymfoluwa Olufemi  
Notary Public

My Commission expires: 12/28/2021



**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF MONROE (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

372698  
Federal Work Authorization User Identification Number

11-16-10  
Date of Authorization

CONSTRUCTION 57 INCORPORATED  
Name of Contractor

CHURCH STREET AND DAVIS STREET TRAFFIC CALMING  
Name of Project

CITY OF MONROE GA.  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct and that this affidavit was executed in Duluth, Georgia this 26<sup>th</sup> day of FEBRUARY, 2020

[Signature]  
Signature of Authorized Officer or Agent

OLUSEGUN OSHO PRESIDENT  
Printed Name / Title of Authorized Officer or Agent

SWORN TO AND SUBSCRIBED before me this 26<sup>th</sup> day of FEBRUARY, 2020

[Signature]  
Notary Public  
My Commission Expires: 12/28/2021





**Systematic Alien Verification for Entitlements (SAVE) Program  
O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a supplier of goods/services, as referenced in O.C.G.A. § 50-36-1, from CITY OF MONROE GA (name of government entity), the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1.  I am a United States citizen.
- 2.  I am a legal permanent resident of the United States.
- 3.  I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: NA.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

COPY OF DRIVERS LICENSE

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in DECATUR (city), GA (state).

  
Signature of Applicant

OLUSEGUN OSHO PRESIDENT  
Printed Name/Title of Applicant

SWORN TO AND SUBSCRIBED before me  
this 26th day of FEBRUARY, 2020

Fymfelmoo Olufemi  
Notary Public  
My Commission Expires: 12/28/2021



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

Construction 57 Incorporated  
3975 Embassy Way  
Lilburn, GA 30047

**SURETY (Name and Address of Principal Place of Business):**

FCCI Insurance Company  
6300 University Pkwy  
Sarasota, FL 34240

**OWNER (Name and Address):**

**City of Monroe**  
**215 N Broad Street**  
**Monroe, Georgia 30655**

**BID**

Bid Due Date: 2/26/2020

Description (Name and Location): **Church Street and Davis Street Traffic Calming**  
**City of Monroe, Georgia, Project No. 190170**

**BOND**

Bond Number: FCCIC57-153

Date (Not earlier than Bid due date): 2/26/2020

Penal sum Five Percent of Amount Bid

(Words)

\$ 5% of Amount Bid

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Construction 57 Incorporated

(Seal)

Bidder's Name and Corporate Seal

By:

Signature

OLUSEGUN OSHO

Print Name

PRESIDENT

Title

Attest:

Signature

SECRETARY

Title

**SURETY**

FCCI Insurance Company

(Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Robert M. Hrehor

Print Name

Attorney-in-Fact

Title

Attest:

Signature

Hannah Kaufman, Witness

Title

Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



More than a policy. A promise.

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Robert M. Hrehor

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$10,000,000.00): \$10,000,000.00

Surety Bond No.: Bid Bond
Principal: Construction 57 Incorporated
Obligee: City of Monroe

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed, this 31st day of January, 2019.

Attest: Craig Johnson, President FCCI Insurance Company

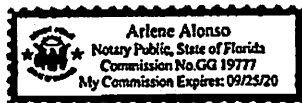


Cina Welch, EVP, General Counsel, Chief Audit & Compliance Officer, Secretary FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Craig Johnson, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020

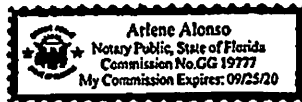


Arlene Alonso, Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Cina Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 9/25/2020



Arlene Alonso, Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 24, 2011 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 26th day of February, 2020.

Cina Welch, EVP, General Counsel, Chief Audit & Compliance Officer, Secretary

Control No. 10011491

# STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

## CERTIFICATE OF INCORPORATION

I, **Brian P. Kemp**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

### **CONSTRUCTION 57 INCORPORATED** a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **02/14/2010** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta  
and the State of Georgia on February 14, 2010



Brian P. Kemp  
Secretary of State





Brian P. Kemp  
Secretary of State

OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION

315 West Tower, #2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334-1630  
(404) 656-2817

Registered agent, officer, entity status information via the Internet  
<http://www.georgiacorporations.org>

TRANSMITTAL INFORMATION  
GEORGIA PROFIT OR NONPROFIT CORPORATIONS

**IMPORTANT**

Remember to include your e-mail address when completing this transmittal form.

Providing your e-mail address allows us to notify you via e-mail when we receive your filing and when we take action on your filing. Please enter your e-mail address on the line below. Thank you.

E-Mail: Wale Osho@gmail.com

2010 MAR -2 PM 15  
SECRETARY OF STATE  
CORPORATIONS DIVISION

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM

1.

Corporate Name Reservation Number (if one has been obtained; if articles are being filed without prior reservation, leave this line blank)

CONSTRUCTION 57 INCORPORATED

Corporate Name (List exactly as it appears in articles)

2.

OSHO, OLUSEGUN ADEWALE

Name of person filing articles (certificate will be mailed to this person, at address below)

404 514 8901

Telephone Number

424 SPRINGHEAD COURT

Address

LAWRENCEVILLE

City

GEORGIA

State

30046

Zip Code

3.

Mail or deliver the following items to the Secretary of State, at the above address:

- 1) This transmittal form
- 2) Original and one copy of the Articles of Incorporation
- 3) Filing fee of \$100.00 payable to Secretary of State. Filing fees are NON-refundable.

I certify that a Notice of Incorporation or Notice of Intent to Incorporate with a publication fee of \$40.00 has been or will be mailed or delivered to the official organ of the county where the initial registered office of the corporation is to be located. (List of legal organs is posted at web site; or, the Clerk of Superior Court can advise you of the official organ in a particular county.)

[Signature]

Authorized signature of person filing documents

01-03-2010

Date

Request certificates and obli

[corporations.org](http://corporations.org)

**ARTICLES OF INCORPORATION**  
**Of**  
**Construction 57 Incorporated**

Article 1

The name of the corporation is Construction 57 Incorporated.

Article 2

This corporation may engage in or transact any and all lawful activities or business permitted under the laws of the United States, the State of Georgia, or any other state, county, territory or nation.

Article 3

The corporation is authorized to issue 1000 shares.

Article 4

The street address of the initial registered office of the corporation shall be 424 Spring Head Court Lawrenceville Georgia 30046 and the name of the initial Registered Agent for the corporation at that address is Olusegun Osho. The county of the registered office is Gwinnett.

Article 5

The name and address of each incorporator is:

Olusegun Osho

424 Spring Head Court

Lawrenceville Ga. 30046

State of Georgia  
Creation - Domestic Entity 4 Page(s)



T1010618025

Russell R. McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW  
Atlanta, Georgia 30308  
Telephone: (404) 631-1000

May 9, 2018

**CERTIFICATE OF QUALIFICATION**  
**Vendor ID: 13349**

Construction 57 Incorporated  
3975 Embassy Way  
Lilburn, GA 30047

In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

**MAXIMUM CAPACITY RATING:** \$6,900,000

**CERTIFICATE EXPIRES:** April 30, 2020

**PRIMARY WORK CLASS/CODE:** 441

**SECONDARY WORK CLASS(ES)/CODE(S):** 201, 209, 500A, 513, 550, 643, 660, 668, 670, 700

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,

Marc Mastronardi, P.E.  
Chairman, Prequalification Committee/Contractors

MM:ASB

# PROPOSER'S QUESTIONS

**Project:** Church Street and Davis Street Traffic Calming  
**Project No.:** 190170    **Received By:** DFB

**Date:** 2/20/20  
**Response By:** DFB

**Caller:** Jordan Gray

**Phone No.:** 770-752-4698

**Company:** Tri Scapes, Inc.

**Fax No.:** N/A

**Address:** 1595 Peachtree Parkway, Suite 204-396

**City:** Cumming

**State:** GA

**Zip:** 30041

1

**Inquiry No.**

## Questions

No.	Question
1	Median island length is shown as 15'. Speed table top is shown as 10'. Are those consistent? If so that means the medial island on each end is elevated & higher than pavement. Please clarify.

## Responses

No.	Response
1	The speed tables and median islands will not be installed at the same locations. Speed tables will be installed along Davis Street while median islands will be installed along Church Street.

*Information hereon or attached is furnished only for proposers' convenience and does not represent an addendum nor modification of the Contract Documents.*

February 28, 2020

Mayor and Council Members  
215 N Broad Street  
Monroe, Georgia 30655

Re: Church Street and Davis Street  
Traffic Calming  
Our Reference No. 191070.00

Dear Honorable Mayor and Council:

We have reviewed the bids received at City Hall, at 2:00 p.m., local time on February 26, 2020 for construction of the referenced project. Two (2) bids were received. The following is a summary of the two (2) low bids.

	<b><u>Bidder</u></b>	<b><u>Bid Amount</u></b>
1.	Tri Scapes, Inc. 1595 Peachtree Parkway, Suite 204-396 Cumming, GA 30041	\$222,444.50
2.	Construction 57, Inc. 809 Park North Boulevard Clarkston, GA 30021	\$347,350.00

A certified tabulation of all bids received is attached. A copy of the tabulation has been mailed to each bidder for their information.

Each bidder submitted a 5% bid bond from a surety company listed on U. S. Treasury Circular 570 (07/01/19). The low bid of \$222,444.50 is within the funds allocated for the project.

The low bidder, Tri-Scapes, Inc., appears to have met all of the required qualifications. Keck & Wood, Inc. has worked with Tri-Scapes, Inc. on projects containing similar work and considers Tri-Scapes, Inc. to be capable of performing the activities required to complete construction of this project.

Keck & Wood, Inc., therefore, recommends contract award to Tri-Scapes, Inc. in the amount of \$222,444.50 for construction of the Church Street and Davis Street Traffic Calming project.

Honorable Mayor and Council

February 28, 2020  
Page Two

Hartford Fire Insurance Company is the surety company for the recommended bidder's bid bond and will likely be the surety company used for the payment and performance bonds on the project. In addition to being listed on the U.S. Treasury Department Circular 570, the surety is shown as being licensed in Georgia, having an Active/Compliance status, and with an underwriting limitation that is greater than the bond amount. Please note that in accordance with Georgia Law (OCGA 36-91-40 (a)(2)), the City must have an "officer of the government entity" to "approve as to form and as to the solvency of the surety" for the proposed surety company named above. We recommend that your legal counsel be contacted to handle or suggest the procedures necessary to comply with this Georgia law. We can provide additional information on this issue if needed.

If there are any questions, please contact our office.

Very truly yours,

KECK & WOOD, INC.



Sam Serio, P.E.  
Vice President

Enclosure

**BID TABULATION**  
**CHURCH STREET AND DAVIS STREET TRAFFIC CALMING**  
**CITY OF MONROE, GEORGIA**

RECEIVED BY: CITY OF MONROE, GEORGIA  
 AT MONROE CITY HALL  
 2:00 P.M., LOCAL TIME, FEBRUARY 26, 2020

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	BIDDER NO. 1		BIDDER NO. 2	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
150-1000	TRAFFIC CONTROL -	1	LS	\$9,600.00	\$9,600.00	\$40,000.00	\$40,000.00
271-0010	TEMPORARY SILT FENCE, TYPE A	600	LF	\$6.00	\$3,600.00	\$2.50	\$1,500.00
210-0100	GRADING COMPLETE -	1	LS	\$64,140.00	\$64,140.00	\$80,000.00	\$80,000.00
310-1101	GR AGGR BASE CRS, INCL MATL	100	TN	\$52.50	\$5,250.00	\$35.00	\$3,500.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	120	TN	\$180.00	\$21,600.00	\$300.00	\$36,000.00
413-0750	TACK COAT	60	GL	\$6.00	\$360.00	\$30.00	\$1,800.00
432-0206	MILL ASPH CONC PVTM, 1 1/2 IN DEPTH	1,250	SY	\$9.60	\$12,000.00	\$18.50	\$23,125.00
441-0016	DRIVEWAY CONCRETE, 6 IN TK	75	SY	\$70.88	\$5,316.00	\$45.00	\$3,375.00
441-0104	CONC SIDEWALK, 4 IN	75	SY	\$45.57	\$3,417.75	\$35.00	\$2,625.00
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	1,200	LF	\$6.00	\$7,200.00	\$15.00	\$18,000.00
441-5008	CONCRETE HEADER CURB, 4 IN, TP 9	355	LF	\$9.20	\$3,266.00	\$18.00	\$6,390.00
446-1100	PVTM REINF FABRIC STRIPS, TP 2, 18 INCH WIDTH	1,200	LF	\$12.00	\$14,400.00	\$15.00	\$18,000.00
500-9999	CLASS B CONC, BASE OR PVTM WIDENING	35	CY	\$506.25	\$17,718.75	\$250.00	\$8,750.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, REFL SHEETING, TP 11	200	SF	\$24.00	\$4,800.00	\$35.10	\$7,020.00
636-2070	GALV STEEL POSTS, TP 7	380	LF	\$9.60	\$3,648.00	\$25.00	\$9,500.00
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	165	SY	\$6.00	\$990.00	\$20.00	\$3,300.00
654-1001	RAISED PVTM MARKERS TP 1	306	EA	\$6.00	\$1,836.00	\$15.00	\$4,590.00
900-0039	BRICK PAVERS	525	SF	\$18.48	\$9,702.00	\$15.00	\$7,875.00
-	SPEED TABLE	8	EA	\$4,200.00	\$33,600.00	\$9,000.00	\$72,000.00
<b>TOTAL BID AMOUNT</b>					<b>\$222,444.50</b>		<b>\$347,350.00</b>
					5%		5%
					(1)		(1)
					GCCO003381		UC302253

**NOTES:**

(1) SURETY COMPANY LISTED ON U. S. TREASURY CIRCULAR 570 (7/1/19).

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT TABULATION OF BIDS RECEIVED AT THE TIME AND PLACE STATED ABOVE. BIDS WERE SEALED WHEN RECEIVED AND OPENED AND READ ALOUD IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.

  
 KECK & WOOD, INC. DATE 2/28/2020





**To:** Public Works Committee  
**From:** Logan Propes, City Administrator  
**Department:** Administration  
**Date:** 3-10-2020  
**Subject:** Lease Agreement for Midland Sidewalk & Shared Parking Lot

**Budget Account/Project Name:** N/A

**Funding Source:** N/A

**Budget Allocation:** N/A

**Budget Available:** N/A

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

**Description:**

Request that the Council approve the lease agreement with Peters Diversified, LLLP (Peters & Foster) for the lease of the parking lot and property for the development of the Midland Avenue sidewalks.

**Background:**

In an effort to further enhance downtown walkability and add to the inventory of available public parking spaces, the City has come to an initial agreement with Peters & Fosters furniture store to gain an easement for additional sidewalks on Midland Ave and also gain approximately 58 parking spaces for public parking. The parking lot will be redesigned and landscaped. There will also be new sidewalk placed on Washington Street to link up with those across from the Fire Dept.

The public-private parking arrangement saves a great deal money on cost per parking space when compared to a parking deck (\$25,000+ per space), or land acquisition and development, (\$15,000+ per space). This arrangement has netted a cost of approximately **\$2,817 per space** including additional sidewalks to tie into more downtown destinations.

There is no annual cost to the lease agreement as the embedded cost of parking lot improvements will be made in lieu of payment.

**Attachment(s):**

Lease agreement



Return To:  
 Preston and Malcom, P. C.  
 110 Court Street  
 Post Office Box 984  
 Monroe, Georgia 30655  
 File 05.247.01

Cross Reference to:  
 Deed  
 Book 3118, Page 381

\_\_\_\_\_[Space above this line for recording data]\_\_\_\_\_

## **LEASE AGREEMENT**

STATE OF GEORGIA  
 COUNTY OF WALTON

This LEASE AGREEMENT (hereinafter the “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between PETERS DIVERSIFIED, LLLP, a Georgia limited liability limited partnership (hereinafter “Lessor”) and the CITY OF MONROE, a Municipal Corporation chartered under the laws of the State of Georgia (hereinafter the “City” or “Lessee”).

### **PREAMBLE:**

WHEREAS, the City desires to increase the availability of public parking to the citizens and visitors of the City; and,

WHEREAS, Lessor is the owner of certain real property in the downtown area of the City; and,

WHEREAS, the City seeks to undertake a renovation and beautification of certain areas on, around and adjacent to Lessor’s property; and,

WHEREAS, Lessor seeks to assist the City in accomplishing the goal of bringing additional parking to the downtown area of the City and general beautification and improvement of the area; and,

WHEREAS, Lessor and the City seek to enter into this Agreement to further said goal by implementing improvements and availability for parking regarding certain real property of Lessor, defined hereinafter, pursuant to the terms and conditions contained in this Agreement; and,

WHEREAS, the City seeks to lease Lessor's property as defined hereinafter for use as a public parking lot for the enjoyment of the citizens and visitors of the City of Monroe pursuant to the terms and conditions contained in this Agreement; and,

WHEREAS, the City shall undertake said improvement of the property as defined hereinafter in lieu of Lessor receiving regular rent payments from the City for use of the property as public parking;

NOW, THEREFORE, for and inconsideration of the covenants and agreements hereinafter stated and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and the City agree as follows:

**TERMS:**

1. Properties. Lessor is the owner in fee simple of that certain real property consisting of approximately 1.5 acres more or less, identified by the Walton County Tax Assessor's office as parcel M0140138, more fully shown in the attached Exhibit A, attached hereto and incorporated fully herein (the "Property"). Located on the Property is a certain paved parking lot, more fully shown in the attached Exhibit B, attached hereto and incorporated fully herein (the "Parking Lot"), that shall be leased to the City pursuant to the terms of this Agreement.

2. Purpose. This Agreement will assist in the creation, preservation and protection of a City-funded upgrade, development and renovation of the Parking Lot located on the Property, and the leasing to the City of the Parking Lot for public use and enjoyment. This Agreement will further assist the City in undertaking certain developments and improvements to the Property, at the City's expense, namely installation of certain curbing and paving, grass and landscaping islands and planters, signage improvement, sidewalk installation and repair, and repaving, sealing and restriping of the Parking Lot located on the Property (collectively the "Improvements"). The Improvements are more fully shown in the attached Exhibit C (the "Improvement Plan.") and as more fully described in detail hereinafter. Lessor and Lessee acknowledge that Exhibit C is an artistic rendering and that final improvements as shown, and final placement of certain components

of the Improvements may vary. Lessor and Lessee further acknowledge that the costs to Lessee of implementation of the Improvement Plan is an estimated minimum of One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00) (the “Estimated Cost”). Lessor and Lessee further acknowledge that the the Estimated Cost is a benefit to Lessor received in lieu of any annual rental payment due by the Lessee to Lessor for use of the Parking Lot pursuant to this Agreement.

3. Term of Parking Lot Lease. For good and valuable consideration acknowledged herein, Lessor shall lease the Parking Lot to the City for a term of approximately fifty (50) years, beginning on the Effective Date and ending December 31, 2069. Lessor shall give the City possession and use of the Parking Lot, and shall execute certain easements as required by the City to undertake the Improvement Plan, on or before the Effective Date.

4. Improvements. The City, at its own expense, will design and improve the site of the Property by installing the Improvements in a manner substantially similar to the Improvement Plan. Said Improvements shall include, but not be limited to, the following:

- a. Installation of appropriate curbing, guttering and paving to properly address water runoff and distribution on the Property;
- b. Creation and installation of landscaping islands, planters and designated areas which shall feature grass, plants and landscaping as selected and maintained by the City. Said features are being installed to reduce impervious surfaces in the downtown area and to improve overall aesthetics of the downtown area.
- c. The City shall remove the current retail advertising sign on the property for the current retail establishment located thereon, Peters & Foster, Inc., furniture and appliances, and shall construct and install an improved, monument brick sign to be shared by Lessor and the City (the “Updated Sign”). The Updated Sign shall feature space for advertising Peters & Foster, Inc., and for advising the general public of the private/public parking arrangement and hours regarding the Parking Lot. The Updated Sign shall accommodate for advertising for any subsequent retail tenant of the Property. Cost of further repair, improvement or change of the Updated Sign shall be the responsibility of Lessor;
- d. Installation, repair and improvement of sidewalks on the western and southern borders of the Property;
- e. Paving, sealing and restriping of the Parking Lot located on the Property.

5. Parking Lot and parking space usage. Lessor and the City agree that during the Term of this Agreement, the City shall retain the non-exclusive use, possession and right to access the Parking Lot as a public parking area, for access and use by the general public at any and all dates and times. Lessor and the City agree that during the Term of this Agreement, Lessor shall retain the exclusive use, possession and right to access and use the approximately thirty (30) parking spaces located in the “interior” area of the Parking Lot as private parking for Peters and Foster, Inc., or any subsequent retail tenant located on the Property, during said business’ regular business hours. After business hours, the entire Parking Lot, including these “interior” spaces of the Parking Lot, shall be made available for use by the general public and the City as public parking. The Updated Sign, and additional signage as placed on the Parking Lot and Property by the City, shall designate and describe which spaces and portions of the Parking Lot are available for public use during and outside of the business hours of Peters and Foster, Inc., or any subsequent retail tenant.

6. Early Termination. There shall be no early termination of this Agreement except by the express, written, mutual consent of the parties.

7. Easements. The parties understand and assent that certain easement and right of way grants from Lessor to the City shall be required to undertake the Improvements and the development of the Property as contemplated for herein. Lessor shall enter into the required, separate easement and right of way documents and agreements granting easements and right of way use to the City as required to effectuate the intent of this Agreement. The parties acknowledge that said easements and right of way documents will be recorded and made of record in the Clerk’s Office of the Superior Court of Walton County.

8. Successors and Assigns. It is the intent of the parties to agree and to bind themselves, their successors and their assigns for the term of this Agreement to each term of this instrument whether this instrument be unenforceable by reason of any statute, common law or private agreement either in existence now or at any time subsequent hereto. This instrument shall be rerecorded at any time by any person if the effect of such re-recording is to make more certain the enforcement of this instrument or any part thereof. The invalidity or unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

9. Ordinances. Nothing contained herein shall be interpreted to authorize or permit Lessor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Lessor promptly shall notify the City of such conflict and shall co-operate with the City to accommodate the purposes of both this instrument and such ordinances.

10. Entire Agreement. This instrument reflects the entire agreement of Lessor and the City. Any prior or simultaneous correspondence, understandings, agreements and representations are null and void upon execution hereof, unless set out in this instrument.

11. Insurance. Lessor and the City shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each on the Property or Parking Area with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by both, such insurance to afford minimum protection of not less than One Million Dollars (\$1,000,000.00) combined single limit coverage of bodily injury, property damage or combination thereof. Lessor at its expense shall keep the Property covered by insurance against loss or damage resulting from fire, windstorm, vandalism, explosion and such other hazards. The City shall keep the Parking Area and any improvements thereon covered by insurance for use of the Parking Area by the public.

12. Notice. Any notice which either party hereto may desire or be required to give to the other party shall be in writing and shall be mailed postage pre-paid by first-class mail, or hand delivered:

To Lessor:

Peters Diversified, LLLP  
631 Oakland Ridge  
Monroe, Georgia 30655

To City of Monroe:

Logan Propes, City Administrator  
City of Monroe, Georgia  
215 North Broad Street  
Monroe, Georgia 30655

With a copy to:

Paul L. Rosenthal, Esq.



Preston & Malcom, P.C.  
110 Court St.  
P.O. Box 984  
Monroe, Georgia 30655

or to the respective successor or assign of each. Each party may change the address set forth herein by a notice to such effect to the other party.

13. Taxes. Lessor shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during this Agreement on the Property and Parking Area, and all personal property taxes with respect to Lessor's personal property, if any, on the Property. The City shall be responsible for paying all personal property taxes with respect to any City personal property on the Property or Parking Area.

14. Quiet Possession. Lessor covenants and warrants that upon performance by the City of its obligations hereunder, Lessor will keep and maintain the City in non-exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Parking Lot during this Agreement.

15. Waiver. No waiver of any default of Lessor or the City hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Lessor or the City shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

16. Headings. The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

17. Successors. The provisions of this Lease shall extend to and be binding upon Lessor and the City and their respective legal representatives, successors and assigns.

18. Consent. Lessor shall not unreasonably withhold or delay its consent with respect to any matter for which Lessor's consent is required or desirable under this Lease.

19. Performance. If there is a default with respect to any of Lessor's covenants, warranties or representations under this Agreement, and if the default continues more than fifteen (15) days after notice in writing from the City to Lessor specifying the default, the City may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of revenue payable from the City to

Lessor hereunder until the City shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Agreement terminates prior to the City receiving full reimbursement, Lessor shall pay the unreimbursed balance plus accrued interest to the City on demand.

20. Compliance. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to the City's use of the Parking Area. Lessor shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Property Parking Area.

21. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

22. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

23. Time Is Of The Essence. Time is of the essence in all provisions of this Lease.

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

**IN WITNESS WHEREOF**, the parties have affixed their signatures hereto on the date first written above.

Signed, sealed and delivered  
in the presence of:

**PETERS DIVERSIFIED, LLLP**

\_\_\_\_\_

\_\_\_\_\_

Unofficial Witness

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_

Notary Public  
My Commission expires \_\_\_\_\_.

*[Seal]*

Signed, sealed and delivered  
in the presence of:

**CITY OF MONROE, GEORGIA**

\_\_\_\_\_

\_\_\_\_\_

Unofficial Witness

John S. Howard, Mayor

\_\_\_\_\_

Notary Public  
My Commission expires \_\_\_\_\_.

*[Seal]*

Attest: \_\_\_\_\_  
Debbie Kirk, City Clerk

31  
12

\*  
Fealty  
EN

**AFTER RECORDING RETURN TO:**  
FORTSON, BENTLEY & GRIFFIN, P.A.  
2500 DANIELL'S BRIDGE ROAD  
BUILDING 200, SUITE 3A  
ATHENS, GA 30606

File No. 44548



Deed Doc: WD Rec#: 175947

**Recorded 01/05/2010 11:31AM**

Georgia Transfer Tax Paid : \$0.00

KATHY E. TROST  
CLERK SUPERIOR COURT, WALTON COUNTY  
Bk 03118 Pg 0381-0383

STATE OF GEORGIA  
COUNTY OF OCONEE

**LIMITED WARRANTY DEED**

THIS INDENTURE, made and entered into this 4th day of November, in the year of our Lord **Two Thousand Nine (2009)** between

**KEITH GARLAND PETERS, SR. and NANCY C. PETERS**

of the County of Walton, State of Georgia, as Grantor, and

**PETERS DIVERSIFIED, LLLP, a Georgia limited liability limited partnership**

of County of Walton, State of Georgia, as Grantee.

In this deed, wherever the context so requires, the masculine gender includes feminine and/or neuter and the singular number includes the plural. Wherever herein a verb, pronoun or other part of speech is used in the singular, and there be more than one Grantor or Grantee, said singular part of speech shall be deemed to read as the plural, and each Grantor shall always be jointly and severally liable for the performance of every promise and agreement made herein. Wherever herein Grantor or Grantee is used, the same shall be considered to mean as well, the heirs, executors, administrators, successors, representatives and assigns of the same.

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of **TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS**, in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property, to wit:



ALL that tract or parcel of land situate, lying and being in the State of Georgia, County of Walton, and in the City of Monroe, located in Land Lot 65 of the 3<sup>rd</sup> Land District, Town G.M.D. 419, containing 1.500 acres according to a plat of survey entitled "Survey For Nancy C. & Keith Garland Peters, Sr." dated August 5, 1991, prepared by Sims Surveying Co., certified by Kenneth C. Sims, Georgia Registered Professional Land Surveyor No. 1783, recorded in Plat Book 54, page 59, Clerk's Office, Walton County Georgia Records. Reference to said plat of survey and the record thereof being hereby made for a more complete description.

This being the same property described in Quit Claim Deed from Gary W. Sigman as Trustee for Joseph T. Sigman under that Trust Agreement dated May 8, 1991, for the benefit of Gary W. Sigman, Russell W. Sigman and Matthew W. Sigman, pursuant to Power of Sale in Item IX(a)(i), in said trust to Keith Garland Peters, Sr. and Nancy C. Peters dated January 2, 1992, and recorded in Deed Book 388, page 181, said Clerk's Office.

The above described property is conveyed subject to all easements, rights of way, reservations, restrictions and all other matters of record.

TO HAVE AND TO HOLD the said described property, with all and singular, the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said Grantee, his heirs, executors, administrators, successors and assigns, forever, in FEE SIMPLE.

AND THE SAID GRANTOR will warrant and will forever defend the right and title to the above described property unto the said Grantee, his heirs, executors, administrators, successors and assigns, against all persons lawfully claiming through or under the undersigned.

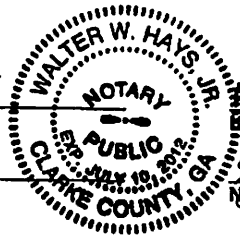
IN WITNESS WHEREOF, the Grantor has hereunto set his hand, affixed his seal, and delivered these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

*[Signature]*  
Unofficial Witness

*[Signature]*  
NOTARY PUBLIC

[Notary Seal]



*[Signature]* (Seal)  
KEITH GARLAND PETERS, SR.

*[Signature]* (Seal)  
NANCY C. PETERS

SEAL AFFIXED



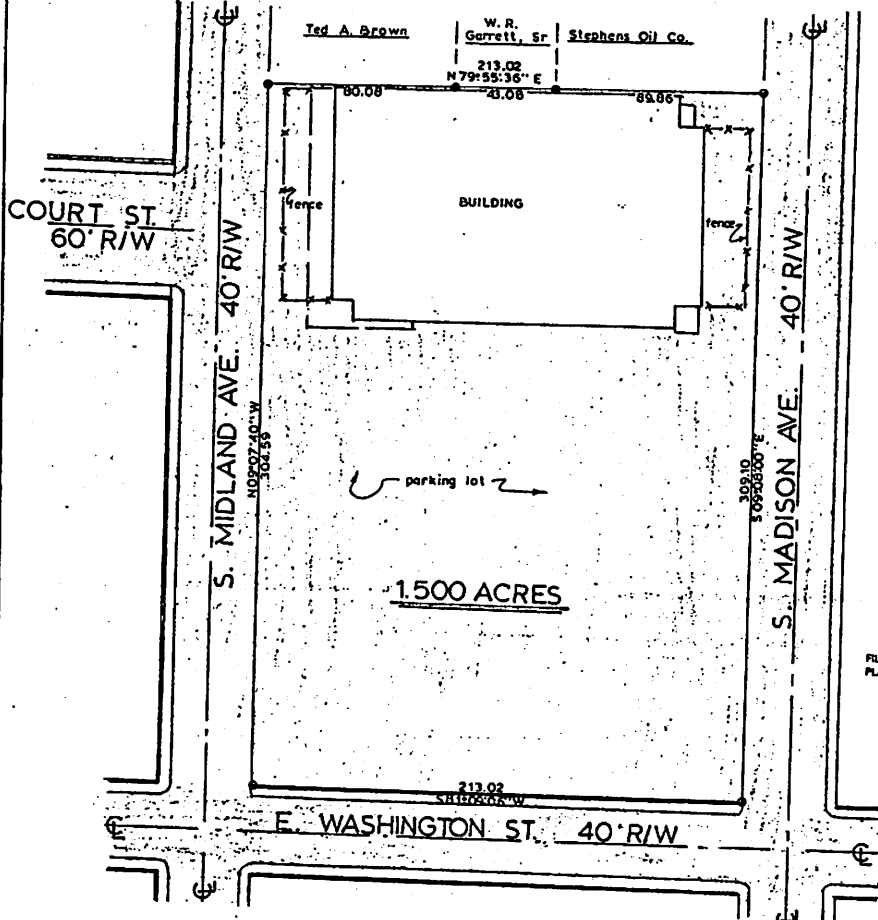
## EXHIBIT "A"

ALL that tract or parcel of land situate, lying and being in the State of Georgia, County of Walton, and in the City of Monroe, located in Land Lot 65 of the 3<sup>rd</sup> Land District, Town G.M.D. 419, containing 1.500 acres according to a plat of survey entitled "Survey For Nancy C. & Keith Garland Peters, Sr." dated August 5, 1991, prepared by Sims Surveying Co., certified by Kenneth C. Sims, Georgia Registered Professional Land Surveyor No. 1783, recorded in Plat Book 54, page 59, Clerk's Office, Walton County Georgia Records. Reference to said plat of survey and the record thereof being hereby made for a more complete description.

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396530.1  
44548

I HAVE CONSULTED THE F.I.R.M. Flood Marsh Survey, MAPS AND THE ASHUR DISTRICT RECORDS AND LOCATED IN A DESIGNATED PLACE THE ABOVE PROPERTY  
Kenneth C. Sims



FILED DEC 30 1991  
PLAT BOOK 54 PAGE 57  
KATHY K. KEESSE  
CLERK SUPERIOR COURT  
WALTON COUNTY, GEORGIA

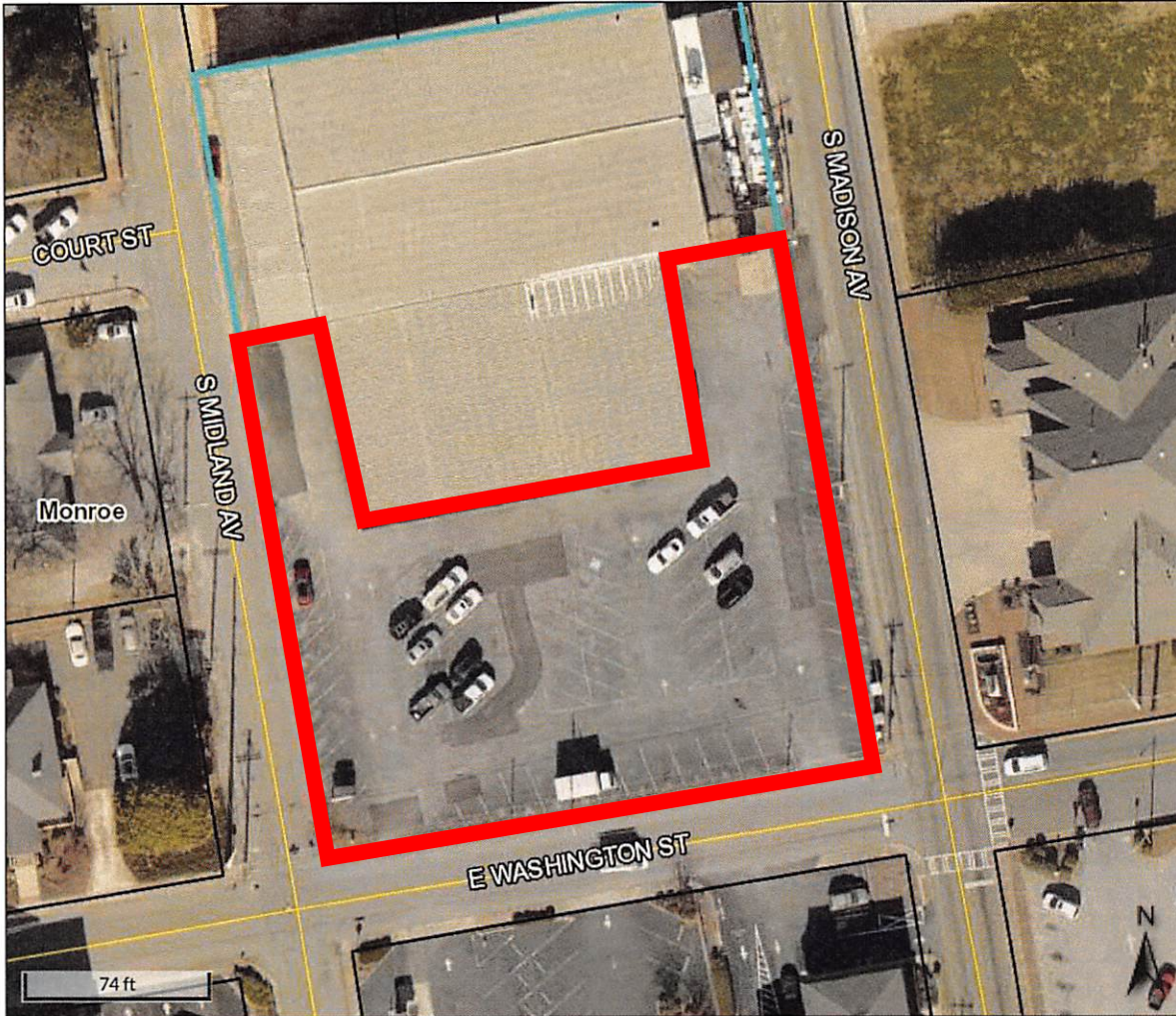
SURVEY FOR  
NANCY C. &  
KEITH GARLAND PETERS, SR.  
LOCATED IN LL 65 - 3rd LAND DISTRICT,  
CITY OF MONROE, TOWN G.M.D. 419,  
WALTON COUNTY, GEORGIA  
SURVEYED BY:  
SIMS SURVEYING CO.



I certify that this plat is correct and a true representation of the conditions on this property.  
Kenneth C. Sims  
GEORGIA REGISTERED SURVEYOR No. 1783

SCALE: 1"=40' AUG. 5, 1991

RECORDED: DEC 30 1991  
KATHY K. KEESSE, CLERK



Legend  
 Parcels

Parcel ID	M0140138	Owner	PETERS DIVERSIFIED LLLP	Last 2 Sales			
Class Code	Commercial		631 OAKLAND RIDGE	Date	Price	Reason	Qual
Taxing District	Monroe		MONROE GA 30655	12/4/2009	0	UI	U
	Monroe	Physical Address	205 E WASHINGTON ST	1/3/1992	\$416000	UI	U
Acres	1.5	Assessed Value	Value \$717430				

(Note: Not to be used on legal documents)

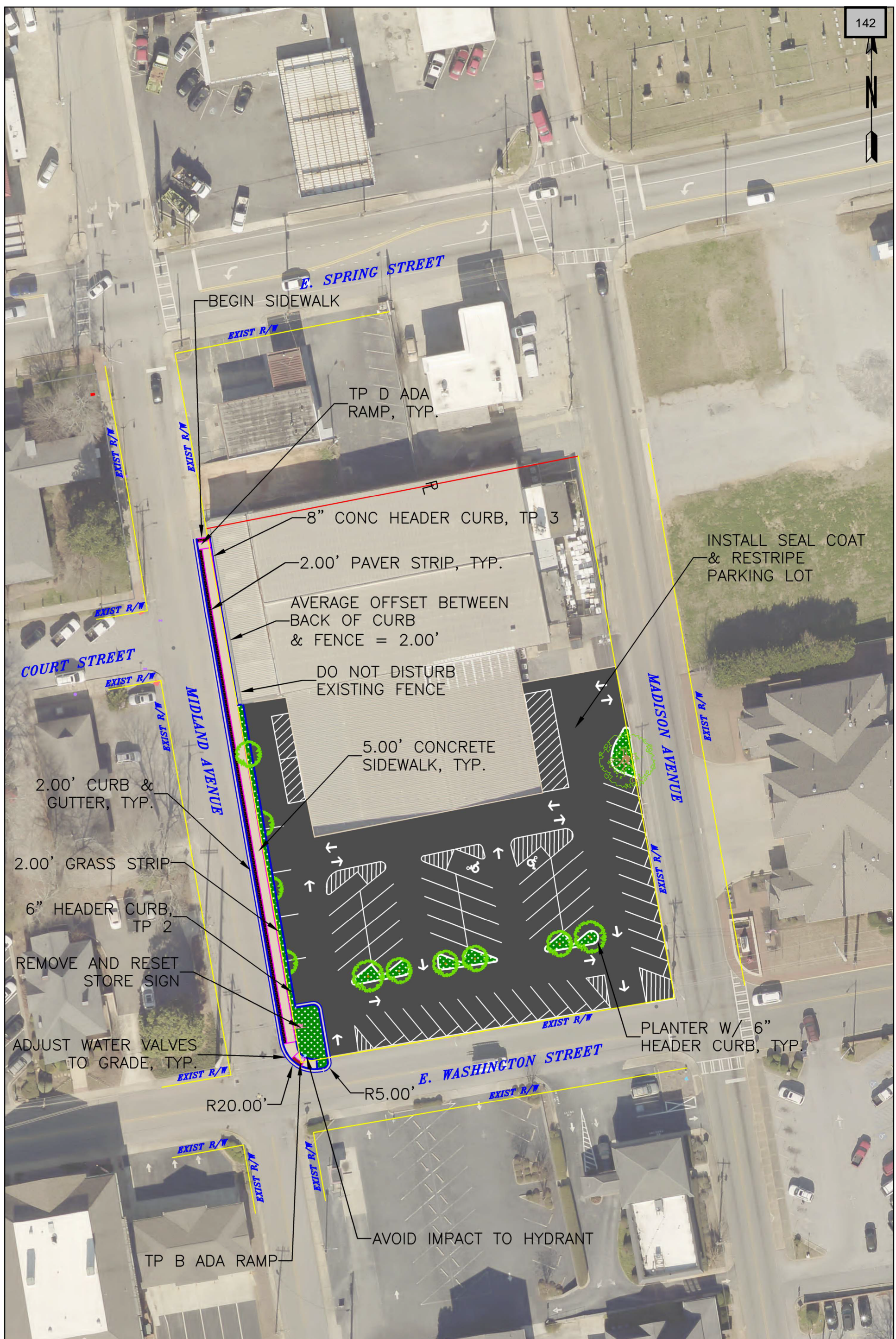
Date created: 3/3/2020  
 Last Data Uploaded: 3/3/2020 8:16:56 AM

Developed by Schneider GEOSPATIAL

Red = Parking Lot

Ex. B









**To:** Public Works Committee  
**From:** Logan Propes, City Administrator  
**Department:** Administration  
**Date:** 3-10-2020  
**Subject:** Bid Award for Midland-Washington Sidewalk & Shared Parking Lot

**Budget Account/Project Name:** MidlandParking

**Funding Source:** SPLOST 2013

<b>Budget Allocation:</b>	\$965,381.19	
<b>Budget Available:</b>	\$842,980.88	
<b>Requested Expense:</b>	\$163,383.05	<b>Company of Purchase:</b> N/A

**Description:**

Request that the Council award the low bid for construction of the Midland-Washington Sidewalk & Parking Project in the amount of **\$163,383.05** to **Sol Construction, LLC** for the base bid, Alternate A2 bid, Alternate B, and Alternate B2 bid.

**Background:**

In an effort to further enhance downtown walkability and add to the inventory of available public parking spaces, the City has come to an initial agreement with Peters & Fosters furniture store to gain an easement for additional sidewalks on Midland Ave and also gain approximately 58 parking spaces for public parking. The parking lot will be redesigned and landscaped. There will also be new sidewalk placed on Washington Street to link up with those across from the Fire Dept.

The base bid is for the parking lot rehab and reconfiguration, and Midland Ave. sidewalk. Alternate A2 is for ground cover, in this case sod. Alternate B is for the Washington St. sidewalk. Alternate B2 is for ground cover, in this case sod.

The public-private parking arrangement saves a great deal money on cost per parking space when compared to a parking deck (\$25,000+ per space), or land acquisition and development, (\$15,000+ per space). This arrangement has netted a cost of approximately **\$2,817 per space** including additional sidewalks to tie into more downtown destinations.

**Attachment(s):**

Exhibit details, bid sheets, and low bid packet.

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**CITY OF MONROE  
215 N BROAD STREET  
MONROE, GEORGIA 30635**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum Date</u>	N/A
_____	_____	
_____	_____	
_____	_____	
_____	_____	

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are



necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BASE BID – MIDLAND AVENUE SIDEWALK INSTALLATION & PARKING LOT SEALING/STRIPING**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL -	LS	1	\$ 6,850.00	\$ 6,850.00
210-0100	GRADING COMPLETE -	LS	1	\$40,050.00	\$ 40,050.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	90	\$ 29.50	\$ 2,655.00
402-1802	RECYCLED ASPH CONC PATCHING, INCL MATL & H LIME	TN	5	\$ 201.00	\$ 1,005.00
406-0000	COAL TAR EMULSION SEAL COAT- TWO (2) COATS	SY	3600	\$ 1.67	\$ 6,012.00
441-0104	CONC SIDEWALK, 4 IN, WITH BRICK PAVER BANDS	SY	170	\$ 54.23	\$ 9,219.10
441-0108	CONC SIDEWALK, 8 IN	SY	25	\$ 89.33	\$ 2,233.25
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	LF	600	\$ 12.54	\$ 7,524.00
441-5004	CONCRETE HEADER CURB, 10 IN, TP 4	LF	25	\$ 14.58	\$ 364.50
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	400	\$ 15.45	\$ 6,180.00
441-9000	PRECAST BUMPER BLOCK	EA	24	\$ 156.00	\$ 3,744.00
900-0039	BRICK PAVERS	SF	580	\$ 8.53	\$ 4,947.40
682-6236	CONDUIT NONMETL, TP 2 – POWER SERVICE, 3 IN	LF	110	\$ 20.10	\$ 2,211.00
682-9950	DIRECTIONAL BORE – 4 IN	LF	84	\$ 39.00	\$ 3,276.00
163-0240	MULCH	TN	2	\$ 434.00	\$ 868.00
163-0550	CONSTRUCT AND REMOVE INLET SEDIMENT TRAP	EA	1	\$ 261.00	\$ 261.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	175	\$ 0.56	\$ 98.00
165-0105	MAINTENANCE OF INLET SEDIMENT TRAP	EA	1	\$ 56.00	\$ 56.00
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	350	\$ 2.27	\$ 794.50

MIDLAND AVENUE SIDEWALK IMPROVEMENTS –  
 FROM E. WASHINGTON STREET TO 50 FEET NORTH OF COURT STREET  
 MONROE, GA - 191070

02/05/20

700-7000	AGRICULTURAL LIME	TN	0.5	\$ 586.00	\$ 293.00
700-8000	FERTILIZER MIXED GRADE	TN	0.5	\$ 1,030.00	\$ 515.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	10	\$ 1.67	\$ 16.70
611-3010	RECONSTR DROP INLET, GROUP 1	EA	1	\$ 2,000.00	\$ 2,000.00
668-2100	DROP INLET, GP 1	EA	1	\$ 3,534.00	\$ 3,534.00
668-9999	TRENCH DRAIN, 18" WIDTH	LF	18	\$ 296.00	\$ 5,328.00
550-1120	STORM DRAIN PIPE, 12 IN, H 1-10	LF	8	\$ 212.00	\$ 1,696.00
702-0000	ZELKOVA SERATTA – ZELKOVA – 2" CALIPER	EA	1	\$ 114.00	\$ 114.00
702-0542	LAGERSTROEMIA INDICA – CRAPE MYRTLE 'MUSKOGEE' (6'-8')	EA	12	\$ 187.00	\$ 2,244.00
652-0110	PAVEMENT MARKING, ARROW, TP 1 (PAINT)	EA	13	\$ 164.30	\$ 2,135.90
652-5451	SOLID TRAFFIC STRIPE, 5 IN, WHITE (PAINT)	LF	1300	\$ 1.64	\$ 2,132.00
652-9001	TRAFFIC STRIPE, WHITE (PAINT)	SY	318	\$ 4.61	\$ 1,465.98
652-9999	PAVEMENT MARKING, SYMBOL, HANDICAP PARKING	EA	2	\$ 210.00	\$ 420.00
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	1300	\$ 1.95	\$ 2,405.00
653-1502	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW	LF	84	\$ 2.04	\$ 171.36
654-1001	RAISED PVMT MARKERS TP 1	EA	4	\$ 9.44	\$ 37.76
<b>Total of All Base Bid Prices</b>					<b>\$122,907.45</b>

**BID ALTERNATE A – LAWN LANDSCAPING FOR BASE BID:**

BID ALTERNATE A-1					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
702-0560	LIRIOPE MUSCARI 'BIG BLUE' – 4" POT	EA	286	\$ 3.08	\$ 880.88

MIDLAND AVENUE SIDEWALK IMPROVEMENTS –  
 FROM E. WASHINGTON STREET TO 50 FEET NORTH OF COURT STREET  
 MONROE, GA - 191070

02/05/20

BID ALTERNATE A-2					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
700-9300	SOD	SY	150	\$ 14.00	\$ 2,100.00

**BID ALTERNATE B – SIDEWALK INSTALLATION ALONG EAST WASHINGTON STREET**

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
150-1000	TRAFFIC CONTROL -	LS	1	\$ 3,800.00	\$ 3,800.00
210-0100	GRADING COMPLETE -	LS	1	\$ 15,760.00	\$ 15,760.00
310-1101	GR AGGR BASE CRS, INCL MATL	TN	40	\$ 29.50	\$ 1,180.00
441-0104	CONC SIDEWALK, 4 IN, WITH BRICK PAVER BANDS	SY	60	\$ 48.50	\$ 2,910.00
441-0108	CONC SIDEWALK, 8 IN	SY	30	\$ 84.20	\$ 2,526.00
441-5003	CONCRETE HEADER CURB, 8 IN, TP 3	LF	180	\$ 12.80	\$ 2,304.00
441-6216	CONC CURB & GUTTER, 8 IN X 24 IN, TP 2	LF	250	\$ 15.50	\$ 3,875.00
900-0039	BRICK PAVERS	SF	260	\$ 8.98	\$ 2,334.80
163-0240	MULCH	TN	2	\$ 434.00	\$ 868.00
165-0010	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	LF	115	\$ 0.56	\$ 64.40
171-0010	TEMPORARY SILT FENCE, TYPE A	LF	230	\$ 2.27	\$ 522.10
700-7000	AGRICULTURAL LIME	TN	0.5	\$ 586.00	\$ 293.00
700-8000	FERTILIZER MIXED GRADE	TN	0.5	\$ 1,028.00	\$ 514.00
700-8100	FERTILIZER NITROGEN CONTENT	LB	10	\$ 1.67	\$ 16.70
653-1501	THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE	LF	200	\$ 1.90	\$ 380.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	LF	220	\$ 3.08	\$ 677.60
<b>Total of All Alternate B Bid Prices</b>					<b>\$ 38,025.60</b>

**BID ALTERNATES B-1 & B-2 – LAWN LANDSCAPING FOR BID ALTERNATE B:**

BID ALTERNATE B-1					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
702-0560	LIRIOPE MUSCARI 'BIG BLUE' – 4" POT	EA	22	\$ 12.00	\$ 264.00

BID ALTERNATE B-2					
Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
700-9300	SOD	SY	10	\$ 35.00	\$ 350.00

**TOTALS**

TOTAL OF BASE BID PLUS ALTERNATE A-1 PRICES	\$ 123,788.33
TOTAL OF BASE BID PLUS ALTERNATE A-2 PRICES	\$ 125,007.45
TOTAL OF BASE BID PLUS ALTERNATE A-1, ALTERNATE B, AND ALTERNATE B-1 PRICES	\$ 162,077.93
TOTAL OF BASE BID PLUS ALTERNATE A-2, ALTERNATE B, AND ALTERNATE B-2 PRICES	\$ 163,383.05

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;



02/05/20

- E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- F. Contractor's License No. or GDOT Prequalification No.: 6000 001213
- G. Required Bidder Qualification Statement with supporting data; and
- H. Affidavits of Non-Collusion and O.C.G.A. 13-10-91(b)(1) federal work authorization program.
- I. SAVE Affidait

#### ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

SOL CONSTRUCTION LLC

By:

*[Signature]*



*[Printed name]*

JULIANA GOMEZ, PRESIDENT

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

JOSE VILLEGAS

Title:

VP

Submittal Date:

3/4/2020

Address for giving notices:

4120 PRESIDENTIAL PKY STE 115

ATLANTA GA 30340

Telephone Number:

770.455.1822

Fax Number:

800.996.0385

Contact Name and e-mail address:

JOSE VILLEGAS

jvillegas@solconstructionllc.com

Bidder's License No. or

Prequalification No.:

BUS LISC, DE/GA/B G: 00176148

*(where applicable)*




## AUTHORITY TO EXECUTE BID AND AGREEMENT

**Know All Persons by these Present:** That Juliana Gomez, President of Sol Construction LLC is authorized to execute bids, proposals, agreements, and other legal and binding documents in accordance with the companies' current operating agreement.


IN WITNESS WHEREOF: This instrument has been subscribed by its members and the corporate seal of the said Sol Construction, LLC has been affixed thereto in Atlanta, Georgia this 5<sup>th</sup> \_\_\_\_\_ day of March, 2020.

Sol Construction LLC

By: \_\_\_\_\_

  
Juliana Gomez  
President, Member

By: \_\_\_\_\_

  
Jose Villegas  
Member, Secretary

**COMPETITIVE BID AFFIDAVIT**

STATE OF GEORGIA

JULIANA GOMEZ, being first duly sworn, deposes and says that:

1. He/She is the PRESIDENT of  
(Owner, Partner, Officer, Representative or Agent)  
SOL CONSTRUCTION LLC the Bidder  
that has submitted the attached Bid;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid;
3. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way, directly or indirectly, prevented or attempted to prevent competition in such bidding or proposals by any means whatever; nor prevented or endeavored to prevent anyone from making a bid or proposal therefor by any means whatever; nor cause or induce another to withdraw a bid or proposal for the work.

By: *Juliana Gomez*  
JULIANA GOMEZ

Its: PRESIDENT  
(Title)

Subscribed and sworn to before me this 25 day of FEBRUARY, 2020.

*Katherine Butterfield*  
Notary Public  
My Commission expires: 6/27/2022

Katherine Butterfield  
NOTARY PUBLIC  
Cobb County, GEORGIA  
My Commission Expires 06/27/2022

02/05/20

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Monroe, GA (*name of public employer*) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

178057  
Federal Work Authorization User Identification Number

1/9/2009  
Date of Authorization

Sol Construction, LLC  
Name of Contractor

MIDLAND AVENUE SIDEWALK IMPROVEMENTS –  
Name of Project FROM E. WASHINGTON STREET TO 50 FEET NORTH OF COURT STREET


City of Monroe, Ga  
Name of Public Employer

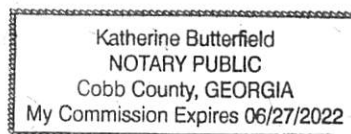
I hereby declare under penalty of perjury that the foregoing is true and correct and that this affidavit was executed in Duluth, Georgia this 25 day of FEBRUARY, 2020

  
Signature of Authorized Officer or Agent

Juliana Gomez, President  
Printed Name / Title of Authorized Officer or Agent

SWORN TO AND SUBSCRIBED before me  
this 25 day of FEBRUARY, 2020.

  
Notary Public  
My Commission Expires:





02/05/20

**Systematic Alien Verification for Entitlements (SAVE) Program  
O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a supplier of goods/services, as referenced in O.C.G.A. § 50-36-1, from the city of Monroe, GA (*name of government entity*), the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1.  I am a United States citizen.
2.  I am a legal permanent resident of the United States.
3.  I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act and lawfully present in the United States with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

\_\_\_\_\_  
State of Georgia drivers license

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Atlanta (city), Georgia (state).



Signature of Applicant

Juliana Gomez, President

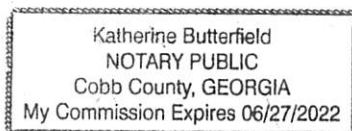
Printed Name/Title of Applicant

SWORN TO AND SUBSCRIBED before me  
this 25 day of FEBRUARY, 2020



Notary Public

My Commission Expires:



**BID BOND**

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER (Name and Address):

Sol Construction, LLC  
4120 Presidential Pkwy, Suite 115  
Atlanta, GA 30340

SURETY (Name, and Address of Principal Place of Business):

The Cincinnati Insurance Company  
P.O. Box 145496  
Cincinnati, OH 45250-5496

OWNER (Name and Address):

City of Monroe  
215 N Broad Street  
Monroe, Georgia 30655

BID

Bid Due Date: **March 4, 2020**

Description (Project Name— Include Location): **Midland Avenue Sidewalk Improvements – from E. Washington Street to 50 Feet North of Court Street Monroe, Georgia**

BOND

Bond Number: N/A

Date: **March 4, 2020**

Penal sum	<b>Five Percent of Bid Amount-----</b>	\$	<b>5%</b>
	(Words)		(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**  
Sol Construction, LLC (Seal)

**SURETY**  
The Cincinnati Insurance Company (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By:   
Signature

By:   
Signature (Attach Power of Attorney)

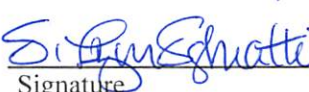
JULIANA GOMEZ  
Print Name

Margaret S. Meyers  
Print Name

PRESIDENT  
Title

Attorney-in-fact  
Title

Attest:   
Signature

Attest:   
Signature

Title VP-secretary

Title **S. Lynn Sghiatti, Attorney-in-fact**

Note: Addresses are to be used for giving any required notice.  
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Douglas L. Rieder; Carl R. Wise; Brian M. Perry; Debra Johnson; John W. Miller, II; Frank A. Philips; Richard W. Naylor; Margaret S. Meyers and/or S. Lynn Sghiatti of Atlanta, Georgia its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 4th day of March, 2020

Signature of Scott R. Bolan

Assistant Secretary



## **Experience**

### **Overview**

Sol Construction specializes in public infrastructure including water, wastewater, and streetscape projects. Sol has the people, commitment, and technology to deliver expertise and direct experience in all disciplines anticipated for the Midland Avenue Sidewalk Improvements Project. Our team is highly proficient in and construction of streetscape projects. Our team offers fresh ideas and our professionals have the skills required for fast-paced project execution. We are ready to help you to achieve your goals within the schedule constraints.

### **Experience**

Sol has successfully completed the construction of many projects including:

- **GDOT LMIG Sidewalk 2018**
  - City of Peachtree Corners, GA
  - Completed September 2019
  - Contract value \$875,158.
  - This project included pedestrian improvements including sidewalks, retaining walls and grading.
  
- **East Ponce de Leon Sidewalks Improvements**
  - City of Clarkston, GA
  - Completed April 2018
  - Contract value \$354,209.
  - Improve pedestrian safety and to beautify public areas along one of the main thoroughfares for the City of Clarkston. The project included installation of granite and concrete curbs, sidewalks, pavers, handrails, fencing and other improvements.
  
- **Hardscrabble Sidewalk**
  - City of Roswell, GA
  - Completed July 2019
  - Contract value \$268,485.85
  - Installed 0.41 mile of sidewalk along Hardscrabble Rd.
  
- **2018 Royston Sewage Treatment Plant Improvements**
  - City of Royston, GA
  - Completed July 2019
  - Contract value \$1,640,244.
  - Installed new static screen, built new flow diversion structure. Relined the earthen basin, blower installation, built new circular clarifier, built new RAS pump station, built new aerobic digester, piping modifications.



**Midland Avenue Sidewalk Improvements**

City of Monroe, GA

- 
- Installation of PS Odor Control System Grease Filters and Access Ports
    - Gwinnett County, GA
    - Completed January 2019
    - Contract value \$274,500.
    - Modify existing odor control at 10 pump stations in Gwinnett County
  
  - Water Treatment Plant High Service Pump Station Rehabilitation #2
    - City of Cartersville, GA
    - Completed October 2018
    - Contract value \$ 1,306,726.25
    - Demolish existing concrete slab, remove the loading dock, install micro piles, and reinstall a new slab and pipe supports. Sol also replaced the piping, valves, and fittings, replaced the electrical feeds to and from the pump station, and replaced the control panels for the station pumps. A new pressure regulating valve and new bypass were installed.

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**Proposed Subcontractors**

RM Concrete Specialist

**Proposed Suppliers**

HD supply

USA MIX

Vulcan Materials

Stovall Materials

E.J



Department of Planning & Sustainability  
 Division of Business Licensing  
 330 Ponce De Leon Ave., Decatur, GA 30030  
 (404) 371-2461  
**BUSINESS AND OCCUPATIONAL TAX CERTIFICATE**


SOL CONSTRUCTION, LLC  
 4120 PRESIDENTIAL PKWY STE 115  
 ATLANTA, GA 30340-3775

Business Name:  
 SOL CONSTRUCTION, LLC  
 4120 PRESIDENTIAL PKWY  
 ATLANTA GA 30340-

This is your Business and Occupation Tax Certificate for 2019. We are pleased that you are doing business in DeKalb County and hope you have great success in your enterprise this year.

Detach the certificate below and display it for public view at your place of business.

.....  
 This certificate must be displayed for public view

<b>Not Transferable</b>  SOL CONSTRUCTION, LLC 4120 PRESIDENTIAL PKWY STE 115 ATLANTA, GA 30340-3775  SOL CONSTRUCTION, LLC 4120 PRESIDENTIAL PKWY ATLANTA GA 30340-	Department of Planning & Sustainability 330 W. Ponce de Leon Avenue, Decatur, GA 30030 <b>BUSINESS AND OCCUPATIONAL TAX CERTIFICATE</b>   <b>DeKalb County</b> <small>GEORGIA</small> <b>20</b>	<b>ACCOUNT:</b> <b>176148</b>  <b>EXPIRES:</b> <b>12/31/2019</b>
	<b>Business Description: CONSTRUCTION &amp; CONST TRAIN</b>	
<small>This certificate is only valid at this location and when the location conforms to DeKalb County's Zoning Regulations</small>		

*REAPPLICATION IN IN PROGRESS + PENDING DEKALB COUNTY RESPONSE*



# PROFESSIONAL LICENSING

163

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

## Licensee Details

### Licensee Information

**Name:** Sol Construction LLC **Owner:** Juliana Gomez, President  
**Address:** 4120 Presidential Pkwy  
Suite 115  
Atlanta GA 30340

### Primary Source License Information

<b>Lic #:</b> GCCO001213	<b>Profession:</b> Residential/General Contractor	<b>Type:</b> General Contractor Company
<b>Secondary:</b>	<b>Method:</b> Application	<b>Status:</b> Active
<b>Issued:</b> 5/8/2008	<b>Expires:</b> 6/30/2020	<b>Last Renewal Date:</b> 4/16/2018

### Associated Licenses

<b>Relationship:</b> Supervisor			
<b>Licensee:</b> Villegas, Jose Hugo	<b>License Type:</b> General Contractor Qualifying Agent		
<b>License #:</b> GCQA001370	<b>License Status:</b> Active		
<b>Established:</b> 5/8/2008	<b>Association Date:</b> 8/10/2007		<b>Expiry:</b>
<b>Type:</b> Prerequisite User			

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: October 1, 2019 10:4:6

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.



# PROFESSIONAL LICENSING

GEORGIA SECRETARY OF STATE BRAD RAFFENSPERGER

CORPORATIONS • ELECTIONS • LICENSING • CHARITIES

## Licensee Details

### Licensee Information

Name: Sol Construction LLC Owner: Juliana Gomez, President  
Address: 4120 Presidential Pkwy  
Suite 115  
Atlanta GA 30340

### Primary Source License Information

Lic #:	UC301642	Profession:	Utility	Type:	Utility Contractor
Secondary:		Method:	Application	Status:	Active
Issued:	1/18/2006	Expires:	4/30/2021	Last Renewal Date:	4/12/2019

### Associated Licenses

Relationship:	Supervisor				
Licensee:	Villegas, Jose Hugo	License Type:	Utility Manager		
License #:	UM102033	License Status:	Active		
Established:	1/18/2006	Association Date:	1/1/2005	Expiry:	
Type:	Prerequisite User				

### Public Board Orders

Please see Documents section below for any Public Board Orders

### Other Documents

No Other Documents

Data current as of: September 3, 2019 8:49:52

This website is to be used as a primary source verification for licenses issued by the Professional Licensing Boards. Paper verifications are available for a fee. Please contact the Professional Licensing Boards at 478-207-2440.





Russell R. McMurry, P.E., Commissioner  
One Georgia Center  
600 West Peachtree Street, NW  
Atlanta, GA 30308  
(404) 631-1000 Main Office

October 3, 2018

**CERTIFICATE OF QUALIFICATION  
Vendor ID: 2SO065**

Sol Construction, LLC  
4120 Presidential Parkway  
Atlanta, GA 30340


In accordance with The Rules and Regulations governing the Prequalification of Prospective Bidders, the Georgia Department of Transportation has assigned the following Rating. This Certificate of Qualification is effective on the date of issue and cancels and supersedes any Certificates previously issued:

**MAXIMUM CAPACITY RATING:** \$22,800,000  
**CERTIFICATE EXPIRES:** June 30, 2020  
**PRIMARY WORK CLASS/CODE:** 500  
**SECONDARY WORK CLASS(ES)/CODE(S):** 441, 550A, 660, 668, 670

The total amount of incomplete work, regardless of its location and with whom it is contracted, whether in progress or awarded but not yet begun, shall not exceed the Maximum Capacity Rating. If dissatisfied with the Rating, we direct you to the Appeals Procedures in §672-5-.08 (1) & (2) and §672-1-.05, Rules of the State Department of Transportation.

In order to be continuously eligible to bid with this Department, your next application for prequalification must be submitted before the expiration date. If you desire to submit an application some intermediate period before the expiration date, your Rating will be reviewed on the basis of the new application.

This Prequalification Certificate is issued for contractors to be eligible for work with the Georgia Department of Transportation (GDOT) only. GDOT does not certify contractors as eligible to do business with entities other than GDOT.

Sincerely,  
  
Marc Mastronardi, P.E.  
Chairman, Prequalification Committee/Contractors

MM:ASB

**BID TABULATION  
FOR  
Midland Avenue Sidewalk Improvements  
City of Monroe, Georgia**

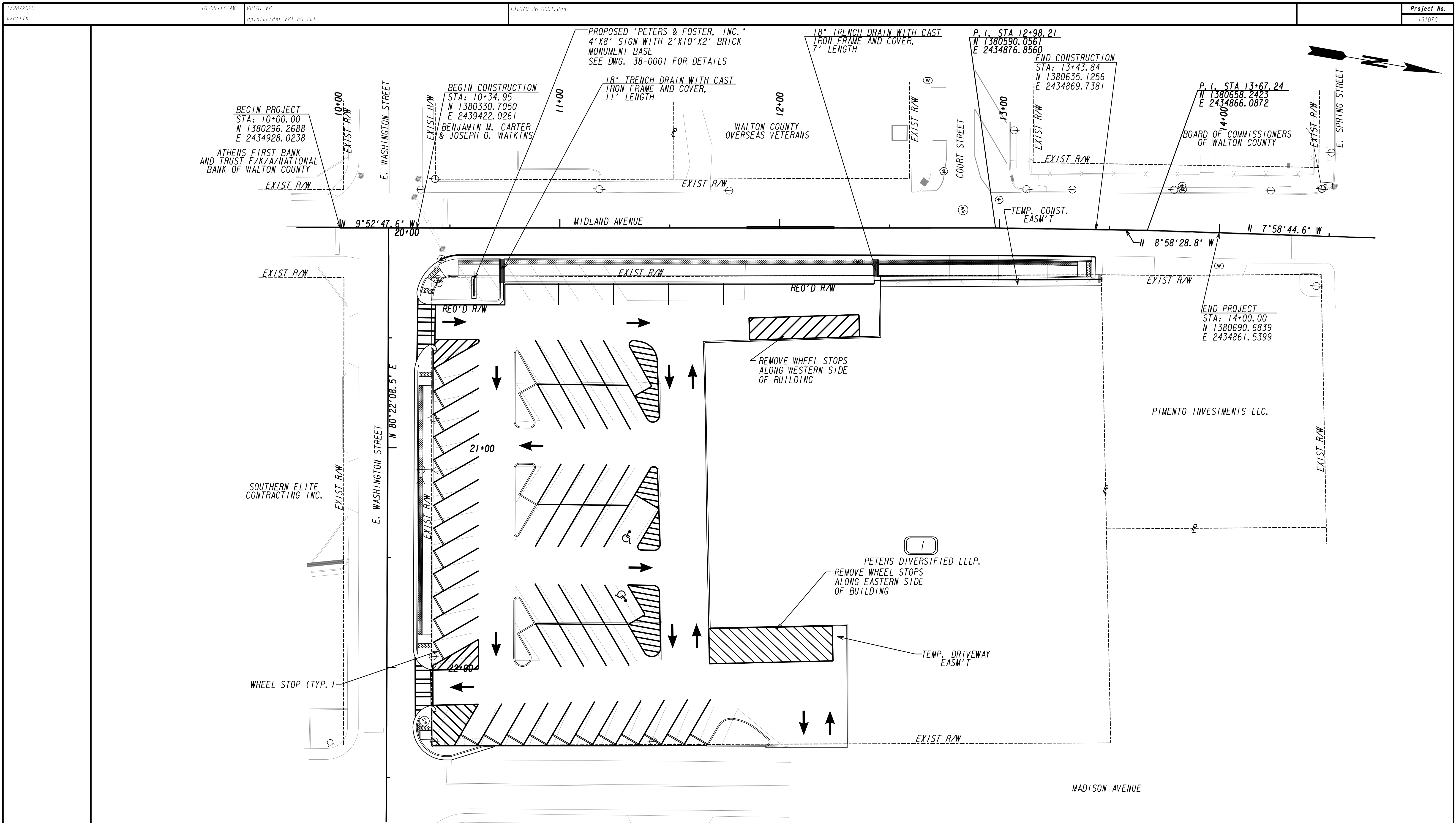
Bid Date: March 4, 2020

Bid Time: 2:00 p.m.

Bid Place: Monroe City Hall

Bidders	Base Bid	Alternate A1 Bid	Alternate A2 Bid	Alternate B Bid	Alternate B1 Bid	Alternate B2 Bid	Bid Bond	License Number
<b>Tri Scapes, Inc.</b> 1595 Peachtree Parkway, Ste 204-396 Cumming, GA 30041	\$ 127,129.39	3,646.50	859.50	39,107.30	280.50	57.30	5%	
<b>SD &amp; C, Inc.</b> 4473 Covington Highway Decatur, GA 30035	\$ 166,610.90	2,288.00	1,800.00	47,428.50	660.00	500.00	5%	
<b>Glosson Enterprises</b> P.O. Box 787 Acworth, GA 30101	\$							
<b>Sol Construction, LLC</b> 4120 Presidential Parkway, Ste 115 Atlanta, GA 30340	\$ 122,907.45	880.88	2,100.00	38,025.60	264.00	350.00	5%	
<b>Summit Construction &amp; Development</b> 2108 Bentley Drive Stone Mountain, GA 30087	\$ 152,788.20	2,860.00	1,875.00	42,387.00	220.00	125.00	5%	
<b>AAA Construction Co., LLC</b> 6735 Peachtree Industrial Blvd, Ste 100 Atlanta, GA 30360	\$							
<b>Construction 57, Inc.</b> 809 Park North Boulevard Clarkston, GA 30021	\$ 229,991.75	2,288.00	1,650.00	123,050.75	176.00	110.00	5%	
<b>BRTU Construction, Inc.</b> 1895 Phoenix Boulevard, Ste 100 Atlanta, GA 30349	\$							
<b>Greene Concrete Construction, Inc.</b> 289 Perry House Road Fitzgerald, GA 31750	\$							

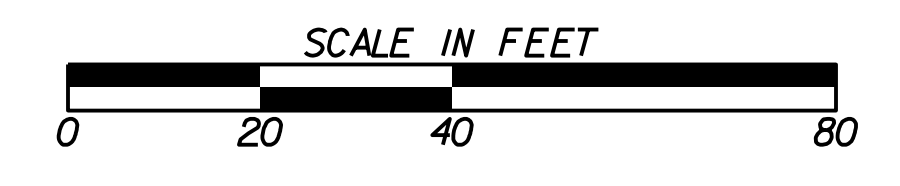




PROPERTY AND EXISTING R/W LINE  
 REQUIRED R/W LINE  
 CONSTRUCTION LIMITS  
 EASEMENT FOR CONSTR  
 & MAINTENANCE OF SLOPES  
 EASEMENT FOR CONSTR OF SLOPES  
 EASEMENT FOR CONSTR OF DRIVES

BEGIN LIMIT OF ACCESS.....BLA  
 END LIMIT OF ACCESS.....ELA  
 LIMIT OF ACCESS  
 REQ'D R/W & LIMIT OF ACCESS  
 ORANGE BARRIER FENCE  
 ESA - ENV. SENSITIVE AREA  
 (SEE ERIT TABLE)

**Keck+Wood**  
 COLLABORATION BY DESIGN  
 3090 Premiere Parkway, Suite 200  
 Duluth, GA 30097  
 (678) 417-4000 keckwood.com



REVISION DATES	

**CITY OF MONROE, GEORGIA**  
**SIGNING & MARKING PLANS**  
 MIDLAND AVENUE SIDEWALK IMPROVEMENTS-  
 FROM E. WASHINGTON STREET TO  
 50 FEET NORTH OF COURT STREET

CHECKED:	DATE:	DRAWING No.
BACKCHECKED:	DATE:	26-0001
CORRECTED:	DATE:	
VERIFIED:	DATE:	



