

Downtown Development Authority

AGENDA

Thursday, November 10, 2022 8:00 AM City Hall - 215 N. Broad Street

CALL TO ORDER

ROLL CALL

APPROVAL OF PREVIOUS MEETING MINUTES

1. DDA October Minutes

APPROVAL OF FINANCIAL STATEMENTS

2. DDA September Financials

PUBLIC FORUM

NEW BUSINESS

3. Review of tenant leases at 227 S Broad Street
DDA representatives at City Council Retreat 11/18

CITY UPDATE

COUNTY UPDATE

COMMUNITY WORK PLAN & REPORTS

Review Work plan from DDA Board Retreat

Downtown Design

Redevelopment Projects

Entertainment Draws -

PROGRAMS

Farmers Market

FUNDING

SPONSORSHIP

4. 2022 gift to sponsors

FACADE GRANTS

<u>5.</u> Review applications from Strange Taco and Nedzas

COMMUNITY EVENT GRANTS

ANNOUNCEMENTS:

Next meeting scheduled, December 8th, at 8:00 am at Monroe City Hall.

ADJOURN



Downtown Development Authority MINUTES Monday October 17, 2022 8:00 AM City Hall - 140 E Washington St

CALL TO ORDER

Meeting was called to order at 8:09 am.

ROLL CALL

PRESENT ABSENT

Chairman Lisa Anderson City Council Rep Myosha Crawford

Vice Chair Meredith Malcom City Council Rep Lee Malcom

Secretary Andrea Gray

Board Member Whit Holder

Board Member Wesley Sisk

Board Member Ross Bradley

Board Member Chris Collin

CITY STAFF

Logan Propes Leigh Ann Walker

Les Russell Chris Bailey Katie Butler Sara Shropshire Sara Shropshire DDA September Minutes approved with amendment. Vice Chair Malcom noted the minutes did not reflect discussion regarding tenant rent at the Visitors Center Property. Amendment will be as follows:

During the approval of financials Chairman Anderson and Vice Chair Malcom questioned rental income at 227 S Broad Street. They asked for rental agreements and prices to be reviewed at the board retreat. Staff member Aldridge stated Empire Tax was delinquent since March of 2022. Board requested action be taken by city attorney to have tenant become current on rent.

Motion made by Secretary Gray, Seconded by Board Member Ross Bradley. Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sisk, Board Member Collin.

APPROVAL OF FINANCIAL STATEMENTS.

DDA August Financials Approved - Motion made by Board Member Wesley Sisk, Seconded by Board Member Whit Holder. Voting Yea: Chairman Anderson, Secretary Gray, Vice Chair Malcom, Board Member Bradley, Board Member Collin.

PUBLIC FORUM Chad Draper

CITY UPDATE

City Administrator Logan Propes and Chad Draper presented challenges faced with the Milner Aycock property. Chad asked for an extension and flexibility in presenting a contract. A motion to allow an extension deadline for the contract submission to November 9th, 2022 was made by board member Sisk and seconded by Board member Collin. Voting Yea: Chairman Anderson, Secretary Gray, Vice Chair Malcom, Board Member Bradley, Board Member Holder

COUNTY UPDATE None.

COMMUNITY WORK PLAN & REPORTS

Downtown Design – the planters will be installed this month. Banners are up on Broad Street. Still waiting for install on Spring Street and N Broad. The pocket park maintenance will continue to year end. The Board will discuss whether to renew this contract next year at the next meeting.

Redevelopment Projects

Chairman Anderson updated the board that a contract extension would be needed on the Arnold property Wayne Street due to title issues. A motion to extend the contract on the Arnold property to April 30th, 2023 was made by Board member Whit Holder and seconded by Board member Ross Bradley. Voting Yea: Chairman Anderson, Vice Chair Malcom, Secretary Gray, Board member Collin and Bord member Sisk. The Synovus loan expires on October 29th. The board will review the loan and decide on an extension at the next meeting.

The Arnold property at the corner of Spring and Wayne was also discussed. Chainman Anderson ad Vice chair Malcom stated they had been in contact with the city attorneys and had gotten a contact handling the quiet title process. Secretary Gray stated she would follow up with the attorney to get an update and see what could be done to speed up the process.

Entertainment Draws staff member Aldridge gave a report on Fall fest, stating it was the best run event to date. Over 150 vendors and 19,800 in attendance. Everyone felt like crowds were larger than last year and felt lack of cell service was the cause of lower data in numbers. Holiday events are fast approaching with light up the night, candlelight shopping and the Christmas Parade.

PROGRAMS

Farmers Market – Staff member Aldridge reported that the market ended on October 8th with one of the most successful seasons to date. Manager Audrey Fuller has done an excellent job and the market continues to grow. The Farm to Table Dinner is November 6th. The event sold out in 3 hours.

FUNDING

SPONSORSHIP- no updates to the 2022 sponsorship. A thank gift for 2023 was discussed. Staff member Aldridge will research ornament prices

FAÇADE GRANTS

None

COMMUNITY EVENTS GRANTS

None

NEW BUSINESS

Chris Collin stated Strange Taco was open and hired 35 employees. Cottontails Children's Boutique is now open.

A lease was singed on the basement space (B1A) at 227 S Broad Street by Wellington Home Professionals on October 13th.

Vice Chair Malcom reported city attorneys had been contacted regarding Empire Tax and their delinquent rent at 227 S Broad Street. A letter of a 60 day notice of non payment of rent was mailed by the city attorney to Empire Tax on September 28, 2022. The letter requested payment of arrearage of \$1350 and October rent of \$225 for a total payment of \$1575 no later than October 15, 2022. At time of meeting, there was no correspondence from Empire Tax nor a payment made. Board agreed to allow until Tuesday October 18th ensure no payment was received by mail to city hall. If no payment is received, the board agrees that the city attorneys will be notifies to proceed with dispossessory action. The board will review all leases during the retreat and will have updated lease agreements for all tenants at the November meeting.

ANNOUNCEMENTS

Next meeting will be held November 10th at 8:00 am, Monroe City Hall

ADJOURN

The meeting was adjourned at 9:00 am. Motion was made by Board Member Ross Bradley, second by Vice Chair Malcom.

Туре	Date	Num	Name	Memo	Split	Amount	Balance
112801 · DDA Pime Total 112801 · DDA							0.00 0.00
111151 · SYNOVUS Total 111151 · SYNO							101,398.58 101,398.58
111145 · RDF Chec Total 111145 · RDF							500.00 500.00
111108 · Synovus 2	205-495-003-6						27,309.99
Deposit	09/06/2022			Deposit	389000 · Ot	120.00	27,429.99
Deposit	09/06/2022	4000	D . D	Deposit	389000 · Ot	0.00	27,429.99
Check Deposit	09/30/2022 09/30/2022	1028	Downtown Dollars	Interest	121104 · A 361000 · Int	-480.00 2.24	26,949.99 26,952.23
Total 111108 · Syno	vus 205-495-0	03-6				-357.76	26,952.23
111111 · Synovus 1	00-097-081-2						213,325.47
Check	09/29/2022	ach	Synovus	loan paym	582303 · Ot	-678.66	212,646.81
Deposit	09/30/2022		5,	Interest	361000 · Int	17.53	212,664.34
Total 111111 · Syno	vus 100-097-0	81-2				-661.13	212,664.34
111100 · General F	und Checking	I					159,365.42
Deposit	09/02/2022	•		Deposit	-SPLIT-	2,009.00	161,374.42
Check	09/02/2022	4283	Audrey Fuller	Aug marke	523850 · C	-900.00	160,474.42
Check	09/02/2022	4284	Camille Garrison	3rd qtr poc	523850 · C	-1,000.00	159,474.42
Check	09/02/2022	4285	Sherrell Malcolm	EBT	523305 · F	-148.00	159,326.42
Check	09/02/2022	4286	charles boylan	EBT	523305 · F	-8.00	159,318.42
Check	09/02/2022	4287	Michelle Decker	EBT	523305 · F	-16.00	159,302.42
Check	09/02/2022	4288 4289	Pam Bishop	EBT EBT	523305 · F	-11.00 15.00	159,291.42
Check Check	09/02/2022 09/02/2022	4269 4290	Sunday Antonisen Michael Pezent	8/27 music	523305 · F 523306 · F	-15.00 -35.00	159,276.42 159,241.42
Deposit	09/02/2022	4230	Michael Lezent	Deposit	381011 · R	1,000.00	160,241.42
Deposit	09/09/2022			Deposit	-SPLIT-	775.00	161,016.42
Check	09/13/2022	4291	michael neale	EBT	523305 · F	-3.00	161,013.42
Check	09/13/2022	4292	NICOLE HAROLD	EBT	523305 · F	-3.00	161,010.42
Check	09/13/2022	4293	Michelle Decker	EBT	523305 · F	-9.00	161,001.42
Check	09/13/2022	4294	Pam Bishop	EBT	523305 · F	-16.00	160,985.42
Check	09/13/2022	4295	Fred Harri		523305 · F	-33.00	160,952.42
Check	09/13/2022	4296	Sunday Antonisen	EBT	523305 · F	-25.00	160,927.42
Check	09/13/2022	4297	Martha White	EBT	523305 · F	-9.00 25.00	160,918.42
Check Check	09/13/2022 09/13/2022	4298 4299	Alice Lawrence Bill Long	MUSIC FM MUSIC FM	523306 · F 523306 · F	-35.00 -35.00	160,883.42 160,848.42
Deposit	09/26/2022	4233	Dill Long	Deposit	-SPLIT-	600.00	161,448.42
Deposit	09/27/2022			Deposit	381011 · R	700.00	162,148.42
Deposit	09/28/2022			Deposit	-SPLIT-	6,550.00	168,698.42
Check	09/28/2022	ach	City of Monroe	utilities	531203 · Ol	-1,415.76	167,282.66
Check	09/28/2022	4300	City of Monroe	3RD QTR	572030 · D	-8,750.00	158,532.66
Check	09/28/2022	4301	Audrey Fuller	DINO DAY	523301 · E	-233.24	158,299.42
Check	09/28/2022	4309	Sherrell Malcolm	EBT	523305 · F	-15.00	158,284.42
Check	09/28/2022	4310	Pam Bishop	EBT	523305 · F	-26.00	158,258.42
Check	09/28/2022	4311	Tina Parish	EBT	523305 · F	-9.00 12.00	158,249.42
Check Check	09/28/2022 09/28/2022	4312 4313	Anne Marie Bille Michael Pezent	EBT MUSIC FM	523305 · F 523306 · F	-12.00 -35.00	158,237.42 158,202.42
Deposit	09/30/2022	4010	WIIGHACH CZCIII	Deposit	-SPLIT-	918.74	159,121.16
Check	09/30/2022	4161	Jack Briscoe	facade grant	572030 · D	-1,575.00	157,546.16
Deposit	09/30/2022			Interest	361000 · Int	1.33	157,547.49
Total 111100 · Gene	eral Fund Chec	king				-1,817.93	157,547.49
111411 · INTEREST Total 111411 · INTE							0.00 0.00
111409 · Interest Ro Total 111409 · Interes			0				0.00 0.00
111901 · Grant Rec							2,241.78
Total 111901 · Gran							2,241.78

Туре	Date	Num	Name	Memo	Split	Amount	Balance
111920 · Acct Rec - Cotal 111920 · Acct Rec							0.00 0.00
111930 · Accts Rec - Total 111930 · Accts							0.00 0.00
1499 · Undeposited Total 1499 · Undepos							0.00 0.00
112802 · DDA WAYN Total 112802 · DDA W							92,242.40 92,242.40
2000 · *Accounts Pa Total 2000 · *Account							0.00 0.00
125355 · DDA WAYN Total 125355 · DDA W	-						-242,500.00 -242,500.00
125354 · DDA Pimen Total 125354 · DDA F							0.00 0.00
121104 · Accts. Paya Check	able - DT Doll 09/30/2022		Downtown Dollars		111108 · S	480.00	-4,309.71 -3,829.71
Total 121104 · Accts.	Payable - DT	Dollars				480.00	-3,829.71
121100 · Accounts P Total 121100 · Accou	•						0.00 0.00
121300 · Payroll Dec Total 121300 · Payrol							0.00 0.00
121301 · Federal Wit Total 121301 · Federa	-)					0.00 0.00
121302 · Social Sec Total 121302 · Social							0.00 0.00
121302A · Medicare Total 121302A · Medi							0.00 0.00
121303 · State Withh Total 121303 · State	-						0.00 0.00
134220 · Fund Balan Total 134220 · Fund I							-323,834.24 -323,834.24
3000 · Opening Bal I Total 3000 · Opening							0.00 0.00
389003 · Principle-R Total 389003 · Princip	•		d				-14,240.36 -14,240.36
361004 · Interest-DD Total 361004 · Interes		nto					0.00 0.00
361002 · Interest-Re Total 361002 · Interes			l				0.00 0.00
336101 · DDA Pimen Total 336101 · DDA F		nue					0.00 0.00
331150 · Fed Grant - Total 331150 · Fed G							0.00 0.00
391205 · Transfers I I Total 391205 · Transf			n				0.00 0.00

Туре	Date	Num	Name	Memo	Split	Amount	Balance
347903 · Farmers N Farmers Market Craft Fee	Fees	ue					-15,664.86 -2,252.66 0.00
Total Craft Fee	e						0.00
Vendor Fee Total Vendor F	-ee						-460.00 -460.00
Season Pass Total Season I	Pass						0.00 0.00
Farmers Mark Total Farmers							-1,792.66 -1,792.66
Total Farmers Ma	rket Fees						-2,252.66
sales Total sales							-130.00 -130.00
347903 · Farmer		enue - O					-13,282.20
Deposit Deposit	09/02/2022 09/02/2022		Farmers Market Farmers Market	Deposit Deposit	111100 · G 111100 · G	-260.00 -249.00	-13,542.20 -13,791.20
Deposit	09/09/2022			farmers m	111100 · G	-100.00	-13,891.20
Deposit Deposit	09/30/2022 09/30/2022		Wholesome Wave MerchPayout S	Deposit Deposit	111100 · G 111100 · G	-67.00 -851.74	-13,958.20 -14,809.94
Total 347903 · Fa	rmers Market	Revenue	- Other			-1,527.74	-14,809.94
Γotal 347903 · Farm	ers Market Re	evenue				-1,527.74	-17,192.60
Farmers Market Re Total Farmers Marke							0.00 0.00
847300 · Event Fee	s/Revenue						-756.00
Deposit	09/09/2022	2874	Malcom & Malc	farm to tab	111100 · G	-300.00	-1,056.00
Deposit Deposit	09/09/2022 09/26/2022	351 6072	Nan OKelley Reliant	farm to tab farm to tab	111100 · G 111100 · G	-375.00 -300.00	-1,431.00 -1,731.00
Deposit	09/26/2022	400	Pinnacle Bank	farm to tab	111100 · G	-300.00	-2,031.00
Deposit	09/28/2022	2194	Wayfarer Hotel	farm to tab	111100 · G	-300.00	-2,331.00
otal 347300 · Even	t Fees/Reven	ue				-1,575.00	-2,331.00
34000 · Grants - S otal 334000 · Grant							0.00 0.00
336100 · City Fundi Deposit	ng 09/28/2022	100	City of Monroe	Deposit	111100 · G	-6,250.00	-12,500.00 -18,750.00
Fotal 336100 ⋅ City F	unding					-6,250.00	-18,750.00
861000 · Interest In							-3,871.85
Deposit Deposit	09/30/2022 09/30/2022			Interest Interest	111111 · S 111108 · S	-17.53 -2.24	-3,889.38 -3,891.62
Deposit	09/30/2022			Interest	111100 · G	-1.33	-3,892.95
Total 361000 · Intere	est Income					-21.10	-3,892.95
371000 · Membersh 37100A · Membe Total 37100A · M	rships - Indiv	/iduals	s				-15,475.00 0.00 0.00
37100B · Refund Total 37100B · Re							0.00 0.00
371000 · Membe	rships & Con	tribution	s - Other				-15,475.00
Deposit Deposit	09/02/2022 09/02/2022		New Roots Susan Sykes	Farm to Ta Farm to Ta	111100 · G 111100 · G	-750.00 -750.00	-16,225.00 -16,975.00
Total 371000 · Me	emberships &	Contribut	ions - Other			-1,500.00	-16,975.00
Γotal 371000 · Memi	berships & Co	ntribution	S			-1,500.00	-16,975.00

Туре	Date	Num	Name	Memo	Split	Amount	Balance
389000 · Other Misc Deposit Deposit	09/06/2022 09/06/2022		Downtown Dollars Downtown Dollars	Deposit Deposit	111108 · S 111108 · S	-120.00 0.00	-3,560.00 -3,680.00 -3,680.00
Total 389000 · Other	Misc. Revenu	ıe				-120.00	-3,680.00
572031 · RDF Projec Total 572031 · RDF	•	se					0.00 0.00
573000 · Payments Total 573000 · Paym		5					940.00 940.00
582303 · Other Inter Check	rest Expense 09/29/2022	ach	Synovus	loan paym	111111 · S	678.66	5,319.85 5,998.51
Total 582303 · Other	Interest Expe	ense				678.66	5,998.51
572030 · Downtown Check Check	Developmer 09/28/2022 09/30/2022	4300	City of Monroe Jack Briscoe	3RD QTR facade grant	111100 · G 111100 · G	8,750.00 1,575.00	27,210.00 35,960.00 37,535.00
Total 572030 · Down	town Develop	ment				10,325.00	37,535.00
531175 · Farmers M Total 531175 · Farme							125.00 125.00
523306 · Farmers M				0.00		07.00	735.00
Check Check	09/02/2022 09/13/2022	4290 4298	Michael Pezent Alice Lawrence	8/27 music MUSIC FM	111100 · G 111100 · G	35.00 35.00	770.00 805.00
Check	09/13/2022	4299	Bill Long	MUSIC FM	111100 · G	35.00	840.00
Check	09/28/2022	4313	Michael Pezent	MUSIC FM	111100 · G	35.00	875.00
Total 523306 · Farmo	ers Mkt-Entert	ainment				140.00	875.00
523305 · Farmers M			Charrell Malagina	EDT	111100 C	149.00	1,267.00
Check Check	09/02/2022 09/02/2022	4285 4286	Sherrell Malcolm charles boylan	EBT EBT	111100 · G 111100 · G	148.00 8.00	1,415.00 1,423.00
Check	09/02/2022	4287	Michelle Decker	EBT	111100 · G	16.00	1,439.00
Check	09/02/2022	4288	Pam Bishop	EBT	111100 · G	11.00	1,450.00
Check Check	09/02/2022 09/13/2022	4289 4291	Sunday Antonisen michael neale	EBT EBT	111100 · G 111100 · G	15.00 3.00	1,465.00 1,468.00
Check	09/13/2022	4292	NICOLE HAROLD	EBT	111100 G	3.00	1,471.00
Check	09/13/2022	4293	Michelle Decker	EBT	111100 · G	9.00	1,480.00
Check	09/13/2022	4294	Pam Bishop	EBT	111100 · G	16.00	1,496.00
Check Check	09/13/2022 09/13/2022	4295 4296	Fred Harri Sunday Antonisen	EBT	111100 · G 111100 · G	33.00 25.00	1,529.00 1,554.00
Check	09/13/2022	4297	Martha White	EBT	111100 · G	9.00	1,563.00
Check	09/28/2022	4309	Sherrell Malcolm	EBT	111100 · G	15.00	1,578.00
Check Check	09/28/2022 09/28/2022	4310 4311	Pam Bishop Tina Parish	EBT EBT	111100 · G 111100 · G	26.00 9.00	1,604.00 1,613.00
Check	09/28/2022	4312	Anne Marie Bille	EBT	111100 · G	12.00	1,625.00
Total 523305 · Farmo	ers Mkt-EBT 1	Tokens				358.00	1,625.00
523304 · Farmers M Total 523304 · Farme							19.00 19.00
523303 · Farmers M Total 523303 · Farme		erts					0.00 0.00
66900 · Reconciliati Total 66900 · Reconc							0.00 0.00
511100 · Salaries Total 511100 · Salari	es						0.00 0.00
512100 · Health Inst Total 512100 · Health							0.00 0.00
512200 · Soc Sec E : Total 512200 · Soc S	•						0.00 0.00

Туре	Date	Num	Name	Memo	Split	Amount	Balance
512300 · Medicare E Total 512300 · Medic							0.00 0.00
512400 · Retirement Total 512400 · Retire							0.00 0.00
523100 · Communio Total 523100 · Comm							0.00 0.00
523301 · Event Expe Gift Certificates Total Gift Certifica							3,218.09 0.00 0.00
Senior Bucks Total Senior Buck	s						0.00 0.00
Entertainment Total Entertainme	nt						0.00 0.00
523301A · Conce Total 523301A · C							0.00 0.00
523301 · Event E Check	xpenses - Otl 09/28/2022		Audrey Fuller	DINO DAY	111100 · G	233.24	3,218.09 3,451.33
Total 523301 · Ev	ent Expenses	- Other				233.24	3,451.33
Total 523301 · Event	Expenses					233.24	3,451.33
8210 · Computer Total 8210 · Computer	er						0.00 0.00
523850 · Contract L Check Check	abor 09/02/2022 09/02/2022	4283 4284	Audrey Fuller Camille Garrison	Aug marke 3rd qtr poc	111100 · G 111100 · G	900.00	7,760.00 8,660.00 9,660.00
Total 523850 · Contra	act Labor					1,900.00	9,660.00
6140 · Contributions Total 6140 · Contribu							0.00 0.00
523500 · Dues and S Total 523500 · Dues							12.00 12.00
531600 · Equipment Total 531600 · Equip							0.00 0.00
531100 · Office Ope Total 531100 · Office							160.01 160.01
523400 · Printing ar Total 523400 · Printing							0.00 0.00
521200 · Profession Total 521200 · Profes							0.00 0.00
523300 · Advertising Total 523300 · Adver	•						0.00 0.00
523700 · Training & Total 523700 · Traini		n					0.00 0.00
512920 · Travel Exp 6370 · Meals Total 6370 · Meals							0.00 0.00 0.00
512920 · Travel E Total 512920 · Tra							0.00 0.00
Total 512920 · Trave	l Expense						0.00

Туре	Date	Num	Name	Memo	Split	Amount	Balance
531203 · Old City Hall 531203A · Janitorial Total 531203A · Janit							12,122.43 0.00 0.00
531203B · Repairs Total 531203B · Repa	airs						0.00 0.00
531203C · Supplies Total 531203C · Supp	plies						0.00 0.00
531203D · Pest Cont Total 531203D · Pest							0.00 0.00
531203U · Utilities Total 531203U · Utilit	ies						5,056.18 5,056.18
522600 · Landscapir Total 522600 · Lands							0.00 0.00
531203 · Old City Ha Check 09	all - Other 9/28/2022	ach	City of Monroe	utilities	111100 · G	1,415.76	7,066.25 8,482.01
Total 531203 · Old Ci	ity Hall - Ot	ther				 1,415.76	8,482.01
Total 531203 · Old City I	Hall						13,538.19
381012 · Tenant utility							0.00 0.00
•	d - 227 S. E 0/09/2022 0/27/2022		Downeast Build Stuever Studios	Deposit Deposit	111100 · G 111100 · G	-1,000.00 -700.00	-18,560.00 -19,560.00 -20,260.00
Total 381011 · Rent Red	ceived - 22	7 S. Broa	d St			-1,700.00	-20,260.00
522310 · Rent Paid to C Total 522310 · Rent Paid							0.00 0.00
532900 · Misc. Expense Total 532900 · Misc. Exp							0.00 0.00
542500 · Equipment >\$ 532905 · Downtown Total 532905 · Downt	Planters	ers					0.00 0.00 0.00
532906 · Farmer's M Total 532906 · Farme		•					0.00 0.00
532902 · New Signs 389001 · Income Total 389001 · Inc	- Downtow		gns				0.00 0.00 0.00
532902 · New Sig Total 532902 · New			r				0.00 0.00
Total 532902 · New S	Signs Cost						0.00
532903 · New Bench Total 532903 · New B		ost					0.00 0.00
532904 · Parking Lo Total 532904 · Parkin							0.00 0.00
542500 · Equipment Total 542500 · Equip			r				0.00 0.00
Total 542500 · Equipme	nt >\$5000						0.00
8010 · Other Expenses Total 8010 · Other Expenses							0.00 0.00

Туре	Date	Num	Name	Memo	Split	Amount	Balance
9999 · VOID Total 9999 · VOID							0.00 0.00
No accnt Total no accnt							0.00 0.00
TOTAL						0.00	0.00



For Fiscal: 2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
DEPT: 7500 - ECONOMIC D	EV/ASSISTANCE						
Revenue	•						
275-7500-314100	HOTEL/MOTEL TAX	53,000.00	53,000.00	6,632.44	54,463.44	1,463.44	102.76 %
275-7500-319000	PEN & INT ON DELINQUENT TAXES	0.00	0.00	0.00	77.93	77.93	0.00 %
	Revenue Total:	53,000.00	53,000.00	6,632.44	54,541.37	1,541.37	102.91 %
Expense							
<u>275-7500-572035</u>	CONVENTION VISITORS BUREAU	53,000.00	53,000.00	20,120.98	54,008.79	-1,008.79	101.90 %
	Expense Total:	53,000.00	53,000.00	20,120.98	54,008.79	-1,008.79	101.90 %
DEPT: 7500 - E	ECONOMIC DEV/ASSISTANCE Surplus (Deficit):	0.00	0.00	-13,488.54	532.58	532.58	0.00 %
DEPT: 7520 - ECONOMIC D	EVELOPMENT & PLANNNG						
Revenue							
100-7520-347300	EVENT FEES	20,000.00	20,000.00	285.00	8,064.00	-11,936.00	40.32 %
	Revenue Total:	20,000.00	20,000.00	285.00	8,064.00	-11,936.00	40.32 %
Expense							
100-7520-511100	REGULAR SALARIES	201,613.00	204,078.76	19,554.56	117,515.55	86,563.21	57.58 %
100-7520-511200	PART - TIME/TEMPORARY SALARIES	18,000.00	18,000.00	69.63	3,841.36	14,158.64	21.34 %
100-7520-512100	GROUP INS	33,000.00	33,000.00	3,604.23	33,718.47	-718.47	102.18 %
100-7520-512200	SOCIAL SECURITY	13,616.00	13,616.00	1,199.69	7,379.38	6,236.62	54.20 %
100-7520-512300	MEDICARE	3,185.00	3,185.00	280.59	1,725.95	1,459.05	54.19 %
100-7520-512400	GMEBS-RETIREMENT CONTRIBUTION	21,735.00	21,735.00	1,661.40	14,952.60	6,782.40	68.80 %
100-7520-512910	MEDICAL EXAMS	100.00	100.00	0.00	0.00	100.00	0.00 %
<u>100-7520-512915</u>	EMPLOYEE ASSISTANCE PROGRAM	51.00	51.00	0.00	39.36	11.64	77.18 %
100-7520-512916	WALTON ATHLETIC MEMBERSHIP	240.00	240.00	26.52	265.20	-25.20	110.50 %
100-7520-521200	PROFESSIONAL SERVICES	50,000.00	50,000.00	32,327.50	38,374.76	11,625.24	76.75 %
100-7520-521201	I/T SVCS - WEB DESIGN, ETC.	1,000.00	1,000.00	60.32	732.08	267.92	73.21 %
100-7520-522140	LAWN CARE & MAINTENANCE	1,100.00	1,100.00	75.00	525.00	575.00	47.73 %
100-7520-522145	HOLIDAY EVENTS	18,200.00	18,200.00	0.00	2,829.65	15,370.35	15.55 %
100-7520-522208	MAINTENANCE CONTRACTS	4,910.00	4,910.00	227.56	2,652.81	2,257.19	54.03 %
100-7520-522322	EQUIPMENT RENTAL	180.00	180.00	10.60	88.08	91.92	48.93 %
100-7520-523200	COMMUNICATION SERVICES	2,600.00	2,600.00	165.68	873.87	1,726.13	33.61 %
100-7520-523300	ADVERTISING	15,000.00	15,000.00	350.00	6,234.01	8,765.99	41.56 %
100-7520-523301	EVENTS	105,000.00	105,000.00	21,366.26	66,667.28	38,332.72	63.49 %
100-7520-523400	PRINTING	2,000.00	2,000.00	71.68	1,460.16	539.84	73.01 %
100-7520-523510	TRAVEL EXPENSE	5,000.00	5,000.00	561.00	1,341.13	3,658.87	26.82 %
100-7520-523600	DUES/FEES	1,500.00	1,500.00	116.00	963.47	536.53	64.23 %
100-7520-523700	TRAINING & EDUCATION -EMPLOYEE	6,500.00	6,500.00	25.00	1,871.41	4,628.59	28.79 %
100-7520-523850	CONTRACT LABOR	3,500.00	3,500.00	0.00	3,218.50	281.50	91.96 %
100-7520-531100	OFFICE SUPPLIES & EXPENSES	5,000.00	5,000.00	3,810.99	9,421.84	-4,421.84	188.44 %
100-7520-531110	SPONSORSHIPS/DONATIONS	5,000.00	5,000.00	0.00	500.00	4,500.00	10.00 %
100-7520-531121	COMPUTER EQUIP NON-CAP	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00 %
100-7520-531199	COVID-19 EXPENSES	0.00	0.00	0.00	36.23	-36.23	0.00 %
100-7520-531203	OLD CITY HALL BLDG	500.00	500.00	0.00	1,062.63	-562.63	212.53 %
100-7520-531300	FOOD	750.00	750.00	0.00	980.76	-230.76	130.77 %
	Expense Total:	520,780.00	523,245.76	85,564.21	319,271.54	203,974.22	61.02 %
DEPT: 7520 - ECONOMIC	DEVELOPMENT & PLANNNG Surplus (Deficit):	-500,780.00	-503,245.76	-85,279.21	-311,207.54	192,038.22	61.84 %
DEPT: 7521 - MAINSTREET							
Revenue							
100-7521-371003	MAIN STREET CONTRIBUTIONS	35,000.00	35,000.00	8,750.00	26,250.00	-8,750.00	75.00 %
	Revenue Total:	35,000.00	35,000.00	8,750.00	26,250.00	-8,750.00	75.00 %
	DEPT: 7521 - MAINSTREET Total:	35,000.00	35,000.00	8,750.00	26,250.00	-8,750.00	75.00 %

10/19/2022 9:15:18 AM Page 1 of 4

For Fiscal: 2022 Period Ending: 09

		Original	Current	Period	Fiscal	Variance Favorable	Percent
		Total Budget	Total Budget	Activity	Activity	(Unfavorable)	Used
DEPT: 7540 - CONVENTIO	N VISITORS BUREAU						
Revenue							
003-7540-314100	HOTEL/MOTEL TAX	0.00	0.00	20,120.56	54,008.79	54,008.79	0.00 %
003-7540-361000	INTEREST REVENUES	0.00	0.00	0.83	2.53	2.53	0.00 %
003-7540-389000	OTHER	0.00	0.00	0.00	2,325.00	2,325.00	0.00 %
	Revenue Total:	0.00	0.00	20,121.39	56,336.32	56,336.32	0.00 %
Expense							
003-7540-523300	ADVERTISING	0.00	0.00	6,976.17	27,315.63	-27,315.63	0.00 %
003-7540-523600	DUES/FEES	0.00	0.00	0.00	511.00	-511.00	0.00 %
003-7540-523850	CONTRACT LABOR	0.00	0.00	0.00	5,825.00	-5,825.00	0.00 %
	Expense Total:	0.00	0.00	6,976.17	33,651.63	-33,651.63	0.00 %
DEPT: 7540 - CO	NVENTION VISITORS BUREAU Surplus (Deficit):	0.00	0.00	13,145.22	22,684.69	22,684.69	0.00 %
DEPT: 7550 - DOWNTOWN	N DEVELOPMENT						
Revenue							
002-7550-336001	HOTEL MOTEL FUNDS	0.00	0.00	6,250.00	18,750.00	18,750.00	0.00 %
002-7550-347300	EVENT FEES	0.00	0.00	1,575.00	2,331.00	2,331.00	0.00 %
002-7550-347903	FARMERS MKT FEES	0.00	0.00	1,527.74	17,192.60	17,192.60	0.00 %
002-7550-361000	INTEREST REVENUES	0.00	0.00	21.87	199.84	199.84	0.00 %
002-7550-361002	INTEREST-REVOLVING LOAN FUND	0.00	0.00	448.36	4,142.24	4,142.24	0.00 %
002-7550-371000	GENERAL CITY	0.00	0.00	1,500.00	16,975.00	16,975.00	0.00 %
002-7550-381011	RENTAL - 227 S BROAD	0.00	0.00	1,700.00	20,260.00	20,260.00	0.00 %
002-7550-389000	OTHER	0.00	0.00	120.00	3,680.00	3,680.00	0.00 %
002-7550-389003	PRINCIPLE-REVOLVING LOAN FUND	0.00	0.00	1,793.42	16,033.78	16,033.78	0.00 %
	Revenue Total:	0.00	0.00	14,936.39	99,564.46	99,564.46	0.00 %
Expense							
002-7550-523301	EVENTS	0.00	0.00	233.24	3,451.33	-3,451.33	0.00 %
002-7550-523304	FARMERS MKT-SR BUCKS	0.00	0.00	0.00	19.00	-19.00	0.00 %
002-7550-523305	FARMERS MKT-EBT TOKENS	0.00	0.00	358.00	1,625.00	-1,625.00	0.00 %
002-7550-523306	FARMERS MKT-ENTERTAINMENT	0.00	0.00	140.00	875.00	-875.00	0.00 %
002-7550-523600	DUES/FEES	0.00	0.00	0.00	12.00	-12.00	0.00 %
002-7550-523850	CONTRACT LABOR	0.00	0.00	1,900.00	9,660.00	-9,660.00	0.00 %
002-7550-531100	OFFICE SUPPLIES & EXPENSES	0.00	0.00	0.00	160.01	-160.01	0.00 %
002-7550-531175	FARMERS MKT GEN EXP	0.00	0.00	0.00	125.00	-125.00	0.00 %
002-7550-531203	OLD CITY HALL BLDG	0.00	0.00	1,415.76	13,538.19	-13,538.19	0.00 %
002-7550-572030	DOWNTOWN DEVELOPMENT	0.00	0.00	10,325.00	37,535.00	-37,535.00	0.00 %
002-7550-573000	PAYMENTS TO OTHERS	0.00	0.00	0.00	940.00	-940.00	0.00 %
002-7550-582303	OTHER INTEREST EXPENSE	0.00	0.00	678.66	5,998.51	-5,998.51	0.00 %
100-7550-523101	GENERAL LIABILITY INSURANCE	400.00	400.00	37.95	311.46	88.54	77.87 %
100-7550-572030	DOWNTOWN DEVELOPMENT	25,000.00	25,000.00	6,250.00	18,750.00	6,250.00	75.00 %
	Expense Total:	25,400.00	25,400.00	21,338.61	93,000.50	-67,600.50	366.14 %
DEPT: 7550 -	DOWNTOWN DEVELOPMENT Surplus (Deficit):	-25,400.00	-25,400.00	-6,402.22	6,563.96	31,963.96	-25.84 %
	Report Surplus (Deficit):	-491,180.00	-493,645.76	-83,274.75	-255,176.31	238,469.45	51.69 %

10/19/2022 9:15:18 AM Page 2 of 4

For Fiscal: 2022 Period Ending: 09

Group Summary

Account Typ	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
DEPT: 7500 - ECONOMIC DEV/ASSISTANCE						
Revenue	53,000.00	53,000.00	6,632.44	54,541.37	1,541.37	102.91 %
Expense	53,000.00	53,000.00	20,120.98	54,008.79	-1,008.79	101.90 %
DEPT: 7500 - ECONOMIC DEV/ASSISTANCE Surplus (Deficit):	0.00	0.00	-13,488.54	532.58	532.58	0.00 %
DEPT: 7520 - ECONOMIC DEVELOPMENT & PLANNNG						
Revenue	20,000.00	20,000.00	285.00	8,064.00	-11,936.00	40.32 %
Expense	520,780.00	523,245.76	85,564.21	319,271.54	203,974.22	61.02 %
DEPT: 7520 - ECONOMIC DEVELOPMENT & PLANNNG Surplus (Deficit):	-500,780.00	-503,245.76	-85,279.21	-311,207.54	192,038.22	61.84 %
DEPT: 7521 - MAINSTREET						
Revenue	35,000.00	35,000.00	8,750.00	26,250.00	-8,750.00	75.00 %
DEPT: 7521 - MAINSTREET Total:	35,000.00	35,000.00	8,750.00	26,250.00	-8,750.00	75.00 %
DEPT: 7540 - CONVENTION VISITORS BUREAU						
Revenue	0.00	0.00	20,121.39	56,336.32	56,336.32	0.00 %
Expense	0.00	0.00	6,976.17	33,651.63	-33,651.63	0.00 %
DEPT: 7540 - CONVENTION VISITORS BUREAU Surplus (Deficit):	0.00	0.00	13,145.22	22,684.69	22,684.69	0.00 %
DEPT: 7550 - DOWNTOWN DEVELOPMENT						
Revenue	0.00	0.00	14,936.39	99,564.46	99,564.46	0.00 %
Expense	25,400.00	25,400.00	21,338.61	93,000.50	-67,600.50	366.14 %
DEPT: 7550 - DOWNTOWN DEVELOPMENT Surplus (Deficit):	-25,400.00	-25,400.00	-6,402.22	6,563.96	31,963.96	-25.84 %
Report Surplus (Deficit):	-491,180.00	-493,645.76	-83,274.75	-255,176.31	238,469.45	51.69 %

10/19/2022 9:15:18 AM Page 3 of 4

For Fiscal: 2022 Period Ending: 09

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	
002 - DOWNTOWN DEV FUND	0.00	0.00	-114.27	25,625.42	25,625.42	
003 - CONVENTION & VISTORS BURI	0.00	0.00	13,145.22	22,684.69	22,684.69	
100 - GENERAL FUND	-491,180.00	-493,645.76	-82,817.16	-304,019.00	189,626.76	
275 - HOTEL MOTEL TAX FUND	0.00	0.00	-13,488.54	532.58	532.58	
Report Surplus (Deficit):	-491,180.00	-493,645.76	-83,274.75	-255,176.31	238,469.45	

10/19/2022 9:15:18 AM Page 4 of 4

DDA Income Stateme



Account Summary

For Fiscal: 2022 Period Ending: 09/30/2022

		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue						
002-7550-336001	HOTEL MOTEL FUNDS	0.00	0.00	6,250.00	18,750.00	-18,750.00
002-7550-347300	EVENT FEES	0.00	0.00	1,575.00	2,331.00	-2,331.00
002-7550-347903	FARMERS MKT FEES	0.00	0.00	1,527.74	17,192.60	-17,192.60
002-7550-361000	INTEREST REVENUES	0.00	0.00	21.87	199.84	-199.84
002-7550-361002	INTEREST-REVOLVING LOAN FUND	0.00	0.00	448.36	4,142.24	-4,142.24
002-7550-371000	GENERAL CITY	0.00	0.00	1,500.00	16,975.00	-16,975.00
002-7550-381011	RENTAL - 227 S BROAD	0.00	0.00	1,700.00	20,260.00	-20,260.00
002-7550-389000	OTHER	0.00	0.00	120.00	3,680.00	-3,680.00
002-7550-389003	PRINCIPLE-REVOLVING LOAN FUND	0.00	0.00	1,793.42	16,033.78	-16,033.78
	Revenue Total:	0.00	0.00	14,936.39	99,564.46	
Expense						
002-7550-523301	EVENTS	0.00	0.00	233.24	3,451.33	-3,451.33
002-7550-523304	FARMERS MKT-SR BUCKS	0.00	0.00	0.00	19.00	-19.00
002-7550-523305	FARMERS MKT-EBT TOKENS	0.00	0.00	358.00	1,625.00	-1,625.00
002-7550-523306	FARMERS MKT-ENTERTAINMENT	0.00	0.00	140.00	875.00	-875.00
002-7550-523600	DUES/FEES	0.00	0.00	0.00	12.00	-12.00
002-7550-523850	CONTRACT LABOR	0.00	0.00	1,900.00	9,660.00	-9,660.00
002-7550-531100	OFFICE SUPPLIES & EXPENSES	0.00	0.00	0.00	160.01	-160.01
002-7550-531175	FARMERS MKT GEN EXP	0.00	0.00	0.00	125.00	-125.00
002-7550-531203	OLD CITY HALL BLDG	0.00	0.00	1,415.76	13,538.19	-13,538.19
002-7550-572030	DOWNTOWN DEVELOPMENT	0.00	0.00	10,325.00	37,535.00	-37,535.00
002-7550-573000	PAYMENTS TO OTHERS	0.00	0.00	0.00	940.00	-940.00
002-7550-582303	OTHER INTEREST EXPENSE	0.00	0.00	678.66	5,998.51	-5,998.51
	Expense Total:	0.00	0.00	15,050.66	73,939.04	
	Total Surplus (Deficit):	0.00	0.00	-114.27	25,625.42	

10/19/2022 2:51:47 PM Page 1 of 3

For Fiscal: 2022 Period Ending: 09/30/2

Group Summary

Account Type		Original Total Budget	Current Total Budget	MTD Activity	YTD Activity	Budget Remaining
Revenue		0.00	0.00	14,936.39	99,564.46	-99,564.46
Expense	_	0.00	0.00	15,050.66	73,939.04	-73,939.04
	Total Surplus (Deficit):	0.00	0.00	-114.27	25,625.42	

10/19/2022 2:51:47 PM Page 2 of 3

For Fiscal: 2022 Period Ending: 09/30/2

Fund Summary

	Original	Current			Budget
Fund	Total Budget	Total Budget	MTD Activity	YTD Activity	Remaining
002 - DOWNTOWN DEV FUND	0.00	0.00	-114.27	25,625.42	-25,625.42
Total Surplus (Deficit):	0.00	0.00	-114.27	25,625.42	

10/19/2022 2:51:47 PM Page 3 of 3

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective this 1st day of January 1, 2023, by and between the Monroe Downtown Development Authority ("Landlord"), and Downeast Builders and Realty Inc. ("Tenant").

Landlord is a duly recognized Downtown Development Authority as more specifically set out in O.C.G.A. § 36-42-1 et seq. and has been previously authorized by the City of Monroe, Georgia, a municipal corporation, to lease the land and improvements commonly known and numbered as 227 South Broad Street, Monroe, Georgia (the "Building") and all common areas appurtenant thereto.

Landlord makes available for lease all that portion of the first floor of the Building (approx. 799 square feet) shown on Exhibit "A" attached hereto for the Initial Term (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. <u>Term</u>

- A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of one (1) year beginning on or about January 1, 2023, and ending December 31, 2023. Landlord shall allow Tenant to remain in possession of premises on or about January 1, 2023.
- B. Tenant may renew the Lease for one extended term of one (1) year. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the Initial Term. The Downtown Development Authority has complete discretion to set the rental rate for the renewal term as set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental

- A. Tenant shall pay to Landlord during the Initial Term, rental of Eighteen Thousand and 00/100 Dollars (\$18,000.00) payable in installments of One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at Post Office Box 581, Monroe, Georgia, 30655 or at such other place designated by written notice from Landlord to Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.
- B. Tenant shall initially pay to Landlord on the on or before January 1, 2023 the total sum of Three Thousand and 00/100 Dollars (\$3,000.00) (the total of the first and last month's rental) as a non-refundable Security Deposit.
- C. The rental rate for the renewal lease term, if created as permitted under this Lease, shall be agreed to in writing by the parties prior to the commencement of the renewal term.

3. Use

Tenant shall be authorized to use the Leased Premises for the following purpose(s): Complete office/commercial space for general business use by Tenant. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs

During the Lease term, Landlord shall make, at Landlord's expense, all reasonable and necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises including major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall be responsible for all repairs and expenses created as a result of damage and/or wear created through normal occupancy of the premises or the negligence of Tenant.

6. Alterations and Improvements

Tenant, shall *not* have the right to remodel, redecorate, and/or make additions, improvements and replacements of and to all or any part of the Leased Premises. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance

A. If the Leased Premises or any other part of the Building is damaged by fire or other

casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

- B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- C. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, 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. The City of Monroe, Georgia, and the Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building. Tenant is solely responsible for the contents of the Leased Premises and holds the City of Monroe, Georgia and Landlord harmless regarding any loss of the same.

9. <u>Utilities</u>

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities including any and all system maintenance agreements used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service or maintenance agreement provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges based on the ratio of the Leased Premises to the total usable square footage of the Building, plus a pro rated portion of all common areas. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs

The Landlord shall have absolute discretion and control to approve all signage. Following Landlord's approval, Tenant shall have the right to place on the Leased Premises signage according to Landlord's approval, which is permitted by applicable zoning ordinances. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting

from the removal of signs installed by Tenant.

11. <u>Entry</u>

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking

During the term of this Lease and during the hours of 7:00 a.m. to 5:30 p.m., on Monday through Friday, Tenant, their guests and invitees shall have use of all of the automobile parking areas, driveways and footways that are adjacent to and service the building, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Said automobile parking areas, driveways and footways shall be used by the general public on Saturday through Sunday and from 5:30 p.m. through 7:00 a.m. on Monday through Friday. Tenant shall be responsible for towing any unauthorized vehicle in the parking areas and driveways should this become necessary.

13. Building Rules

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "B" and incorporated herein for all purposes.

14. Damage and Destruction

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

15. Default

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for ten (10)) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for twenty (20)days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord

may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise

provided by mandatory non-waivable law or regulation, Landlord may co-mingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Monroe Downtown Development Authority c/o Post Office Box 581 Monroe, Georgia 30655

If to Tenant to:

Downeast Builders and Realty Inc.

Attn: Frank Downey Post Office Box 1129 Monroe, Georgia 30655

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Waiver

No waiver of any default of Landlord or Tenant 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 Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Memorandum of Lease

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

23. 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.

24. Successors

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant 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 rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. 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.

30. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

31. <u>Time is of the Essence</u>

Time is of the essence in all provisions of this Lease.

32. Special Stipulations

- A. Landlord shall cause to be maintained all exterior grounds, upkeep, and landscaping for Building and all common space.
- B. If rent is not paid by the tenth (10th) day of the month in which it is due, Tenant shall

pay to the Landlord a late fee of Five Percent (5%) of monthly rent due, payable immediately with the next monthly rental payment.

- C. Tenant shall pay to Landlord Thirty-Five Dollars (\$35.00) for each and every check that is returned to Landlord for lack of sufficient funds.
- D. Tenant shall maintain HVAC annual maintenance agreement at its own expense and provide Landlord with a copy evidencing this agreement.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

MON	NROE DOWNTOWN DEVELOPMENT THORITY	DOWNEAST BUILDERS AND REALTY INC.		
By: Its:	Chairman	By: Its:		
		By:		

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective this 1st day of January 1, 2023, by and between the Monroe Downtown Development Authority ("Landlord"), and Empire Tax Service ("Tenant").

Landlord is a duly recognized Downtown Development Authority as more specifically set out in O.C.G.A. § 36-42-1 et seq. and has been previously authorized by the City of Monroe, Georgia, a municipal corporation, to lease the land and improvements commonly known and numbered as 227 South Broad Street, Monroe, Georgia (the "Building") and all common areas appurtenant thereto.

Landlord makes available for lease all that portion of the second floor of the Building (approx. 189 square feet) shown on Exhibit "A" attached hereto for the Initial Term (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. <u>Term</u>

- A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of one (1) year beginning on or about January 1, 2023, and ending December 31, 2023. Landlord shall allow Tenant to remain in possession of premises on or about January 1, 2023.
- B. Tenant may renew the Lease for one extended term of one (1) year. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the Initial Term. The Downtown Development Authority has complete discretion to set the rental rate for the renewal term as set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental

- A. Tenant shall pay to Landlord during the Initial Term, rental of Three Thousand Six Hundred and 00/100 Dollars (\$3,600.00) payable in installments of Three Hundred and 00/100 Dollars (\$300.00) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at Post Office Box 581, Monroe, Georgia, 30655 or at such other place designated by written notice from Landlord to Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.
- B. Tenant shall initially pay to Landlord on the on or before January 1, 2023 the total sum of Six Hundred and 00/100 Dollars (\$600.00) (the total of the first and last month's rental) as a non-refundable Security Deposit.
- C. The rental rate for the renewal lease term, if created as permitted under this Lease, shall be agreed to in writing by the parties prior to the commencement of the renewal term.

3. Use

Tenant shall be authorized to use the Leased Premises for the following purpose(s): Complete office/commercial space for general business use by Tenant. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs

During the Lease term, Landlord shall make, at Landlord's expense, all reasonable and necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises including major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall be responsible for all repairs and expenses created as a result of damage and/or wear created through normal occupancy of the premises or the negligence of Tenant.

6. Alterations and Improvements

Tenant, shall *not* have the right to remodel, redecorate, and/or make additions, improvements and replacements of and to all or any part of the Leased Premises. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance

A. If the Leased Premises or any other part of the Building is damaged by fire or other

casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

- B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- C. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, 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. The City of Monroe, Georgia, and the Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building. Tenant is solely responsible for the contents of the Leased Premises and holds the City of Monroe, Georgia and Landlord harmless regarding any loss of the same.

9. <u>Utilities</u>

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities including any and all system maintenance agreements used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service or maintenance agreement provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges based on the ratio of the Leased Premises to the total usable square footage of the Building, plus a pro rated portion of all common areas. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. Signs

The Landlord shall have absolute discretion and control to approve all signage. Following Landlord's approval, Tenant shall have the right to place on the Leased Premises signage according to Landlord's approval, which is permitted by applicable zoning ordinances. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting

from the removal of signs installed by Tenant.

11. **Entry**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking

During the term of this Lease and during the hours of 7:00 a.m. to 5:30 p.m., on Monday through Friday, Tenant, their guests and invitees shall have use of all of the automobile parking areas, driveways and footways that are adjacent to and service the building, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Said automobile parking areas, driveways and footways shall be used by the general public on Saturday through Sunday and from 5:30 p.m. through 7:00 a.m. on Monday through Friday. Tenant shall be responsible for towing any unauthorized vehicle in the parking areas and driveways should this become necessary.

13. Building Rules

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "B" and incorporated herein for all purposes.

14. Damage and Destruction

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

15. Default

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for ten (10)) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for twenty (20)days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord

may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise

provided by mandatory non-waivable law or regulation, Landlord may co-mingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Monroe Downtown Development Authority c/o Post Office Box 581 Monroe, Georgia 30655

_

If to Tenant to:

Empire Tax Service Attn: Erica Cooper Post Office Box 1581 Monroe, Georgia 30655

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Waiver

No waiver of any default of Landlord or Tenant 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 Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Memorandum of Lease

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

23. 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.

24. Successors

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant 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 rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. 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.

30. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

31. <u>Time is of the Essence</u>

Time is of the essence in all provisions of this Lease.

32. Special Stipulations

- A. Landlord shall cause to be maintained all exterior grounds, upkeep, and landscaping for Building and all common space.
- B. If rent is not paid by the tenth (10th) day of the month in which it is due, Tenant shall

pay to the Landlord a late fee of Five Percent (5%) of monthly rent due, payable immediately with the next monthly rental payment.

- C. Tenant shall pay to Landlord Thirty-Five Dollars (\$35.00) for each and every check that is returned to Landlord for lack of sufficient funds.
- D. Tenant shall maintain HVAC annual maintenance agreement at its own expense and provide Landlord with a copy evidencing this agreement.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

MONROE DOWNTOWN DEVELOPMENT AUTHORITY		TENANT: EMPIRE TAX SERVICE		
By: Its:	Chairman	By: Its:		
		By:		

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective this 1st day of January 1, 2023, by and between the Monroe Downtown Development Authority ("Landlord"), and Stuever Studios ("Tenant").

Landlord is a duly recognized Downtown Development Authority as more specifically set out in O.C.G.A. § 36-42-1 et seq. and has been previously authorized by the City of Monroe, Georgia, a municipal corporation, to lease the land and improvements commonly known and numbered as 227 South Broad Street, Monroe, Georgia (the "Building") and all common areas appurtenant thereto.

Landlord makes available for lease all that portion of the first floor of the Building (approx. 189 square feet) shown on Exhibit "A" attached hereto for the Initial Term (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. <u>Term</u>

- A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of one (1) year beginning on or about January 1, 2023, and ending December 31, 2023. Landlord shall allow Tenant to remain in possession of premises on or about January 1, 2023.
- B. Tenant may renew the Lease for one extended term of one (1) year. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the Initial Term. The Downtown Development Authority has complete discretion to set the rental rate for the renewal term as set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental

- A. Tenant shall pay to Landlord during the Initial Term, rental of Twelve Thousand and 00/100 Dollars (\$12,000.00) payable in installments of One Thousand and 00/100 Dollars (\$1,000.00) per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at Post Office Box 581, Monroe, Georgia, 30655 or at such other place designated by written notice from Landlord to Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.
- B. Tenant shall initially pay to Landlord on the on or before January 1, 2023 the total sum of Two Thousand and 00/100 Dollars (\$2,000.00) (the total of the first and last month's rental) as a non-refundable Security Deposit.

C. The rental rate for the renewal lease term, if created as permitted under this Lease, shall be agreed to in writing by the parties prior to the commencement of the renewal term.

3. Use

Tenant shall be authorized to use the Leased Premises for the following purpose(s): Complete office/commercial space for general business use by Tenant. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

4. Sublease and Assignment

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

5. Repairs

During the Lease term, Landlord shall make, at Landlord's expense, all reasonable and necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises including major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease. Tenant shall be responsible for all repairs and expenses created as a result of damage and/or wear created through normal occupancy of the premises or the negligence of Tenant.

6. Alterations and Improvements

Tenant, shall *not* have the right to remodel, redecorate, and/or make additions, improvements and replacements of and to all or any part of the Leased Premises. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Property Taxes

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

8. Insurance

- A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
- B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- C. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, 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. The City of Monroe, Georgia, and the Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building. Tenant is solely responsible for the contents of the Leased Premises and holds the City of Monroe, Georgia and Landlord harmless regarding any loss of the same.

9. <u>Utilities</u>

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities including any and all system maintenance agreements used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service or maintenance agreement provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges based on the ratio of the Leased Premises to the total usable square footage of the Building, plus a pro rated portion of all common areas. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10. <u>Signs</u>

The Landlord shall have absolute discretion and control to approve all signage. Following Landlord's approval, Tenant shall have the right to place on the Leased Premises signage according to Landlord's approval, which is permitted by applicable zoning ordinances. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary

permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. <u>Entry</u>

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. Parking

During the term of this Lease and during the hours of 7:00 a.m. to 5:30 p.m., on Monday through Friday, Tenant, their guests and invitees shall have use of all of the automobile parking areas, driveways and footways that are adjacent to and service the building, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Said automobile parking areas, driveways and footways shall be used by the general public on Saturday through Sunday and from 5:30 p.m. through 7:00 a.m. on Monday through Friday. Tenant shall be responsible for towing any unauthorized vehicle in the parking areas and driveways should this become necessary.

13. Building Rules

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "B" and incorporated herein for all purposes.

14. Damage and Destruction

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

15. Default

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for ten (10)) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall

continue for twenty (20)days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. Quiet Possession

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. Condemnation

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

18. Subordination

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

19. Security Deposit

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being

expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may co-mingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

20. Notice

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Monroe Downtown Development Authority c/o _____ Post Office Box 581 Monroe, Georgia 30655

If to Tenant to:

Stuever Studios Attn: Tracy Stuever, Owner 132 Wood Lake Drive # 532 Athens, Georgia 30606

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. Waiver

No waiver of any default of Landlord or Tenant 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 Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

22. Memorandum of Lease

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

23. 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.

24. Successors

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. Consent

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. Performance

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant 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 rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. Compliance with Law

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. 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.

30. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

31. Time is of the Essence

Time is of the essence in all provisions of this Lease.

32. Special Stipulations

A. Landlord shall cause to be maintained all exterior grounds, upkeep, and landscaping for Building and all common space.

- B. If rent is not paid by the tenth (10th) day of the month in which it is due, Tenant shall pay to the Landlord a late fee of Five Percent (5%) of monthly rent due, payable immediately with the next monthly rental payment.
- C. Tenant shall pay to Landlord Thirty-Five Dollars (\$35.00) for each and every check that is returned to Landlord for lack of sufficient funds.
- D. Tenant shall maintain HVAC annual maintenance agreement at its own expense and provide Landlord with a copy evidencing this agreement.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LAN	NDLORD:	TENANT:
	NROE DOWNTOWN DEVELOPMENT THORITY	STUEVER STUDIOS
By:		By:
Its:	Chairman	Its:
		By:
		Its:



DOWNTOWN FACAD 45 **GRANT PROGRAM**

PURPOSE & DESCRIPTION

The purpose of this program is to stimulate downtown revitalization and development, and tourism in Monroe. Program funds are an incentive for current owners and Potential buyers of vacant and occupied buildings to restore, renovate, and repair the exteriors of their buildings.

The Monroe Downtown Development Authority (DDA) Façade Match will provide a 50/50 investment match ratio up to a maximum of \$1,500 per property, as a reimbursement once pre-approved project(s) are completed and inspected. All projects must be completed within six months of the date of the DDA approval letter.

ELIGIBILTY

The program will be open to all private businesses within the DDA boundaries. Once available funds are pledged, no more applications will be accepted. Monroe DDA will review the program each year to determine if sufficient funding is available to continue accepting grant applications.

EXAMPLES OF PROJECTS

- Building façade improvements: paint, brick, wood awnings/canopies, lighting, doors, windows, and other repairs.
- Other restorations/renovations, which meet HPC approval and the goals of revitalization, will be considered.

APPLICATION PROCESS

Applications will be coordinated by Mainstreet/DDA Executive Director. The DDA Board will review each application for final approval. The full process includes:

- The completed application
- Proof of certificate of appropriateness from historic preservation commission
- Code enforcement work permits (if applicable)
- On site restoration work
- Review/audit of finished work
- Provide copies of paid receipts to DDA within 30 days of completion
- Reimbursement of 50% for project expenses up to a maximum of \$1,500

APPLICATION FOR FACADE GRANT NAME: Joe Nedza
BUSINESS NAME: Net 205
BUSINESS ADDRESS: 130 S. Mond 34
ADDITES OF LIVEROL.
TELEPHONE NUMBERS: 678 635 3116
TELEPHONE NUMBERS: 678 635 3712 EMAIL: 1000 Med 208, com painted the entire outside of bilding
Please attach a brief description of proposed work. (Note: to receive payment, project must be completed as described)
ESTIMATED COST: \$5,000
GRANT MONEY APPLYING FOR: 1500
ESTIMATED START DATE: 61/5
ESTIMATED COMPLETION DATE: 910
I understand that the incentive match must be used for the project described in this application and that the project must
SIGNATURE: DATE: 101/122
V .

Monroe DDA P.O. Box 1249 Monroe, GA 30655 770-266-5331 sadiek@monroega.gov www.MonroeDowntown.com

- -Application is complete
- -Project Description is attached
- -Budget summary/cost estimate is attached
- -Letter of consent from property owner (if leasing)
- -Architectural sketch of proposed (if necessary)

CHECKLIST

- -Photograph of building with existing conditions
- -Paint and awning samples (if applicable)
- -City permits applied for (if applicable)
- -HPC approval

INVOICE

Signs and Wonders 407 S. Madison Ave Monroe, GA 30655 1signsandwonders@gmail.com

+1 4702699306



Nedza's

Bill to Nedza's Invoice details

Invoice no.: 1092 Invoice date: 7/13/22 Due date: 8/12/22

	Product or service		Amount
1.	Services		\$2,500.00
	Interior Murals: Doughnut man, Love is Served, Funroe,		
2.	Services		\$0.00
	Food Exchange Owed \$400		,
		Total	\$2,500.00
	Ways to pay		
	BANK		Paid in Full

Note to customer

Estimate.

INVOICE

Signs and Wonders 407 S. Madison Ave Monroe, GA 30655 1signsandwonders@gmail.com +1 4702699306



Nedza's

Bill to Nedza's Invoice details

Invoice no. : 1089 Invoice date : 6/15/22 Due date : 8/2/22

3.	Services	\$60.00
	Food Exchange 25% \$782.00 Value TBD	
2.	Services	\$0.00
	Front Signage (Nedza Logo, Side Column Design, Window Lettering + Clean)	
1.	Services	\$2,343.00

Note to customer

Thank you for your business.

Paid in Full

Sara Shropshire

From:

Joe Nedza <joe@nedzas.com>

Sent:

Wednesday, October 26, 2022 10:52 AM

To:

Sara Shropshire

Subject:

Fwd: Invoice from Signs and Wonders

Attachments:

Stubbed Attachments.htm

his message's contents have been archived by the Barracuda Message Archiver.

Invoice-1092.pdf (77.8K)

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Joe Nedza Chief Lover of People Nedza's



678.936.3794 http://nedzas.com

Delivering Happiness Through Food

----- Forwarded message -----

From: Signs and Wonders < quickbooks@notification.intuit.com>

Date: Mon, Oct 17, 2022 at 3:39 PM Subject: Invoice from Signs and Wonders

To: <joe@nedzas.com>

Hey Nedza's,

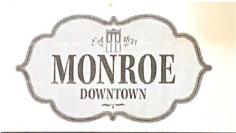
You can find your invoice details below. Your business is appreciated.

Thanks,

Signs and Wonders

INVOICE 1092

INVOICE



DOWNTOWN FACADE GRANT PROGRAM

PURPOSE & DESCRIPTION

The purpose of this program is to stimulate downtown revitalization and development, and tourism in Monroe. Program funds are an incentive for current owners and Potential buyers of vacant and occupied buildings to restore, renovate, and repair the exteriors of their buildings.

The Monroe Downtown Development Authority (DDA) Façade Match will provide a 50/50 investment match ratio up to a maximum of \$1,500 per property, as a reimbursement once pre-approved project(s) are completed and inspected. All projects must be completed within six months of the date of the DDA approval letter.

ELIGIBILTY

The program will be open to all private businesses within the DDA boundaries. Once available funds are pledged, no more applications will be accepted. Monroe DDA will review the program each year to determine if sufficient funding is available to continue accepting grant applications.

EXAMPLES OF PROJECTS

- Building façade improvements: paint, brick, wood awnings/canopies, lighting, doors, windows, and other repairs.
- Other restorations/renovations, which meet HPC approval and the goals of revitalization, will be considered.

APPLICATION PROCESS

Applications will be coordinated by Mainstreet/DDA Executive Director. The DDA Board will review each application for final approval. The full process includes:

- The completed application
- Proof of certificate of appropriateness from historic preservation commission
- Code enforcement work permits (if applicable)
- On site restoration work
- · Review/audit of finished work
- Provide copies of paid receipts to DDA within 30 days of completion
- Reimbursement of 50% for project expenses up to a maximum of \$1,500

APPLICATION FOR FACADE GRANT
NAME: Strange Taco Monroe LLC
BUSINESS NAME: Strange Taco Bar
BUSINESS ADDRESS: P.O. Box 2016 Lawrenceville GA 30046
ADDRESS OF PROJECT: 127 North Lumpkin Street Monroe
TELEPHONE NUMBERS: 678-939-4702
EMAIL: (hris G LAGRY. com
Please attach a brief description of proposed work. (Note: to receive payment, project must be completed as described)
ESTIMATED COST: #68,800
GRANT MONEY APPLYING FOR: \$1500.00
ESTIMATED START DATE: 4-1-2021
ESTIMATED COMPLETION DATE: Oct 15 2022
I understand that the incentive match must be used for the project described in this application and that the project must
be fully completed before the payment will be considered.
SIGNATURE: DATE: Oct al-2022

Monroe DDA
P.O. Box 1249
Monroe, GA 30655
770-266-5331
sadiek@monroega.gov
www.MonroeDowntown.com

-Application is complete

- -Project Description is attached
- -Project Description is attached
 -Budget summary/cost estimate is attached
- -Letter of consent from property owner (if leasing)
- -Architectural sketch of proposed (if necessary)

CHECKLIST

- -Photograph of building with existing conditions
- -Paint and awning samples (if applicable)
- -City permits applied for (if applicable)
- -HPC approval



DOWNTOWN FACADE GRANT PROGRAM

PURPOSE & DESCRIPTION

The purpose of this program is to stimulate downtown revitalization and development, and tourism in Monroe. Program funds are an incentive for current owners and Potential buyers of vacant and occupied buildings to restore, renovate, and repair the exteriors of their buildings.

The Monroe Downtown Development Authority (DDA) Façade Match will provide a 50/50 investment match ratio up to a maximum of \$1,500 per property, as a reimbursement once pre-approved project(s) are completed and inspected. All projects must be completed within six months of the date of the DDA approval letter.

ELIGIBILTY

The program will be open to all private businesses within the DDA boundaries. Once available funds are pledged, no more applications will be accepted. Monroe DDA will review the program each year to determine if sufficient funding is available to continue accepting grant applications.

EXAMPLES OF PROJECTS

- Building façade improvements: paint, brick, wood awnings/canopies, lighting, doors, windows, and other repairs.
- Other restorations/renovations, which meet HPC approval and the goals of revitalization, will be considered.

APPLICATION PROCESS

Applications will be coordinated by Mainstreet/DDA Executive Director. The DDA Board will review each application for final approval. The full process includes:

- · The completed application
- Proof of certificate of appropriateness from historic preservation commission
- Code enforcement work permits (if applicable)
- On site restoration work
- Review/audit of finished work
- Provide copies of paid receipts to DDA within 30 days of completion
- Reimbursement of 50% for project expenses up to a maximum of \$1,500

AFFEIGATION FOR FACADE GIVANT
NAME: Chris Collin
BUSINESS NAME: 127 North Lumplein LLC
BUSINESS ADDRESS: P.O. Box 2016 Lawrenceville GA 30046
ADDRESS OF PROJECT: 127 North Lumpkin LLC
TELEPHONE NUMBERS: 678 - 939 - 4702
EMAIL: _ Chris G LRGRP.com
Please attach a brief description of proposed work. (Note: to receive payment, project must be completed as described)
ESTIMATED COST: # C8, 800
GRANT MONEY APPLYING FOR: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
ESTIMATED START DATE: $4 - 1 - 2$
ESTIMATED COMPLETION DATE: Oct 1st 2022
I understand that the incentive match must be used for the project described in this application and that the project must
be fully completed before the payment will be considered.
SIGNATURE: DATE: Oct 26,22

ADDITION FOR EACADE CRANT

Monroe DDA
P.O. Box 1249
Monroe, GA 30655
770-266-5331
sadiek@monroega.gov
www.MonroeDowntown.com

- -Application is complete
- -Project Description is attached
- -Budget summary/cost estimate is attached
- -Letter of consent from property owner (if leasing)
- -Architectural sketch of proposed (if necessary)

CHECKLIST

- -Photograph of building with existing conditions
- -Paint and awning samples (if applicable)
- -City permits applied for (if applicable)
- -HPC approval

Schedule of Values

Project Name: Strange Taco - Monroe
Project #:
Contractor: Nehemiah Construction - Chanch Edwards

Application #: (
Application Date:
Period to: Clean Up 09/13/22 9/13/22

T	-					\$7.00,00	\$2,004.07	Change Order: Forkill Nellow	
100000000000000000000000000000000000000						\$5 50 50 50 50 50	410,000,12	Circlingo Ciocii Bontol	
						\$26,565,42	\$26.565.42	Change Order: BarTops / Countertops	
					\$522.00	\$5,120.54	\$5,642,54	Change Order: Overage for container	
	\$5,500				\$554.57	\$2,448.42		Overage for bathroom items	
						\$22,830.60	\$ 22,830.60	m on Roof	THE STATE OF
						\$1,001.66	\$ 1,001.66	onthly)	
\$ 1,417.75	\$2,200	50%				\$1,417.75	\$ 1,417.75		
					1	The same of the same of	-\$8,732.97	Change Order: Credit for concrete	
							\$4,585.12	Change Order: Overage for concrete cutting	
						\$260.91	\$ 260.91	ack road (as	No. of Contract of
49		100%				\$427.03	1000		
45		100%				\$2,310.92	2		
		100				2000	13		
\$		100%				\$7,411./6	\$ 7,411.76	Miscellaneous: Bathroom Items	
							5	Miscellaneous: Core Drilling	
\$ 4,823.53	\$5,000.00 \$	38%				\$3,000.00		Miscellaneous: Walk-in Cooler	
		100%				\$37,000,00	G	Miscellaneous: Sieel Flatform, Handrails, Sieel Bracing	
	002,70	1000				35 000 75		IVISCOILCITECOS. STORIES STOCK	
	0000							Miscollangous: Stainless Steel	
							_	Miscellaneous: Roof	
							\$ 7,411.76	Miscellaneous: Suppression System	
\$ 8,094.22	\$13,000.00 \$	55%	\$9,760.64	Contraction of the last of the	\$262.79	\$9,760.64	\$ 18,117.65	Miscellaneous: Signs	
\$ 4,846.93	\$6,500	58%	The same of the sa		\$1,114.00	\$5,568.48	\$ 11,529.41	Miscellaneous: Fire Alarm	
43		100%				\$15,647.06	\$ 15,647.06	Miscellaneous: Containers	
\$		100%			\$900.00	\$4,138.94	\$ 6,176.47	Mirrors	
\$ 14,437.25	\$16,000	75%			\$1,707.39	\$40,678.89	\$ 56,823.53	Flooring	
\$ 4,205.88	\$11,700	83%	TO THE REAL PROPERTY AND ADDRESS.			\$20,500.00	\$ 24,705.88	Paint	
\$ 47,470.29	\$64,000	55%	THE REAL PROPERTY OF			\$58,765.00	\$ 106,235.29	HVAC (HVAC, Cooler and Hoods)	
		100%				\$16,546.41		Masonry	
4		100%				\$77,411.76		Framing (Sheetrock/Blocking/Duroc/Plywood/Ceilings	
(5		100%				\$14,000.00		Roof Repair	
\$.		100%	The second secon			\$15,643.50	\$ 24,376.47	Concrete	
\$		100%				\$23,882.35		Electrical & Lighting: Gear & Lighting Package	
\$ 22,840.86	\$41,025	70%			\$93.44	\$54,477.46	\$ 77,411.76	Electrical & Lighting: Wiring	
\$		100%		1000年の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の	\$13,470.59	\$59,000.00	\$ 72,470.59	Plumbing	
\$ 5,194.94	\$12,000	88%	ST. D. A. H. W. L. S. L.			\$36,805.06	\$ 42,000.00	Glass (Storefront and doors)	
45		100%	San Control of the Co			\$29,291.00	\$ 24,705.88	Concrete Cutting	
		100%	STATE OF THE PARTY	Control of the contro	A SHAREN NO. 15	\$750.00	\$ 4,941.18	Demo	
		100%				\$2,673.86	\$ 4,323.53	Dumpster	
\$ 85.00	\$85.00	0%			\$579.19	\$573.75	\$ 1,152.94	Rental Equipment	
\$ 75.00	\$75,00					\$1,391.86	\$ 4,611.76	Building Permits	
Finish	Chanch's Estimate to Complete	% Complete	& Stored to Date	Stored Materials (not in D or E)	This Period	Previous Application	Scheduled Value	Description of Work	Item #
					APLEIED	WORK COMPLETED			

1.5.630.39 \$1.5.630.39 3.750.00 \$3.750.00 \$400.00 \$400.00 \$2.098.42 \$2.039.20 \$59.22 \$9.755.28 \$9.755.28 \$2.717.75 \$2.717.75 \$81.31 \$81.31 4.019.63 \$9.35.45 \$1.538.81 3.7936.00 \$935.45 \$1.538.81 3.62.00 \$935.45 \$1.538.81 3.62.00 \$935.45 \$1.538.81 3.62.00 \$7.029.41 11.649.671 \$7.029.41
.22 .22 .00 .00 .00