

Council Meeting

AGENDA

Tuesday, May 12, 2020 6:00 PM City Hall (via Teleconference-Zoom) Join Zoom Meeting <u>https://us02web.zoom.us/j/84318502717</u> Zoom Meeting ID: 843 1850 2717

I. <u>CALL TO ORDER</u>

- 1. Invocation
- 2. Roll Call
- 3. Approval of Agenda
- 4. Approval of Consent Agenda
 - a. April 7, 2020 Council Minutes
 - b. April 14, 2020 Council Minutes
 - c. April 28, 2020 Historic Preservation Commission Minutes
 - d. March 12, 2020 Downtown Development Authority Minutes
 - e. March 27, 2020 Downtown Development Authority Minutes
 - f. March 12, 2020 Conventions and Visitors Bureau Minutes
 - g. Utility Customer Deposit Investment / Cash Transfer To transfer
 \$1,000,000.00 to the Utility Operating Cash Account. (Recommended for Council approval by Finance Committee May 5, 2020)
 - <u>h.</u> Engineering Design Services (T-Hangar Grading) GMC Network for \$20,000.00. (Recommended for Council approval by Airport Committee May 5, 2020)

- i. Highland Avenue and Wayne Street Pavement Improvements Blount Construction Company for \$16,016.28. (Recommended for Council approval by Public Works Committee May 5, 2020)
- <u>i.</u> Approval Software for Community WiFi To purchase from Sonora for \$11,250.00. (Recommended for Council approval by Utilities Committee May 5, 2020)
- <u>k.</u> Pilot Park Rehabilitation Project To proceed with project for \$250,000.00 (Recommended for Council approval by Parks Committee May 5, 2020)

II. <u>PUBLIC FORUM</u>

1. Public Comments

III. NEW BUSINESS

- 1. Application Beer & Wine On-Premise Consumption Bistro South
- 2. Call for Special Election District 6
- 3. Elect Vice-Mayor
- 4. Community Center Lease Agreement
- 5. Fire Alarm and Safety System
- <u>6.</u> Fire Protection Sprinkler System
- 7. Door Security and Entry System
- 8. Church Street Landscaping Change Order #1
- 9. Cedar Ridge Road Patching and Resurfacing
- <u>10.</u> Purchase Charter Belt Press

IV. ADJOURN

6:00 P.N ₃

The Mayor and Council met for a called meeting, via Teleconference-Zoom.

Those Present:	John Howard	Mayor
	Wayne Adcock	Vice-Mayor
	Lee Malcom	Council Member
	Myoshia Crawford	Council Member
	Ross Bradley	Council Member
	Larry Bradley	Council Member
	Norman Garrett	Council Member
	Nathan Little	Council Member
	David Dickinson	Council Member
	Logan Propes	City Administrator
	Debbie Kirk	City Clerk
	Russell Preston	City Attorney
	Paul Rosenthal	City Attorney
Staff Present:	Danny Smith, Jeremiah Still, R.V. Watts, Bill Owens	

Danny Smith, Jeremiah Still, R.V. Watts, Bill Owens, Beth Thompson, Rodney Middlebrooks, Brian Thompson, Chris Bailey, Sadie Krawczyk, Patrick Kelley, Mike McGuire, Luke Roberts, Steve Conwell

Visitors:

Les Russell

I. CALL TO ORDER – JOHN HOWARD 1. Roll Call

Mayor Howard noted that all Council Members were present via Teleconference (Zoom Video / audio conferencing). There was a quorum.

To remove Item 1 under Items Requiring Action – Ordinance to Impose a Prohibition of Gatherings of More than Ten (10) People.

City Attorney Paul Rosenthal stated after the Governor gave his April 2nd Executive Order on Thursday, he issued two additional Orders on Friday for clarification of his April 2nd Order. He clarified that Local Law Enforcement, including City Police Departments, have arrest authority and the authority to impose the mandates contained within his Shelter in Place Order from April 2nd. Mr. Rosenthal explained there were some questions and concerns about whether it is only the Sheriff's Departments, but his second order makes it very clear that City Law Enforcement Authority has the ability to enforce the Shelter in Place Order. Anyone breaking that order or not following the terms of that order can be found guilty of a misdemeanor. The Governor's Order has similar language to the City's Gathering Ordinance, which states a verbal warning will be given first or encourages giving a verbal warning first, before any actual arrests or citations are made. Mr. Rosenthal stated the City Police Department now has the authority to enforce the Governor's Shelter in Place Order, which is one of the main reasons that obviates the need for the City's Gathering Ordinance at this point, plus there is a lot of ambiguity as to whether or not the City is preempted or not. Hopefully, there will be some more clarity on that later this week.

To remove Item 1 under Items Requiring Action – Ordinance to Impose a Prohibition of Gatherings of More than Ten (10) People. To approve the agenda as amended.

MAYOR AND COUNCIL MEETING

6:00 P.N 4

2. City Administrator Update

City Administrator Logan Propes stated he will be holding off on filling any positions at this time, except at the Water Treatment Plant and the Police Department. City Services are very busy, with lots of projects, even though things have slowed down elsewhere. He requested the Gatherings Ordinance be postponed until next week in case the Governor issues another order on Monday. Hopefully, it will offer more clarity from some of the ambiguity of the language between his stack of orders and the City's Ordinance. The City will continue to follow the existing Governor's Shelter in Place Order.

3. Central Services Update

Mr. Chris Bailey stated the biggest change has been alternating the schedules with the grounds crew and the buildings crew; they are splitting two and two, working six days a week. The contractors have taken over some of the larger right-of-ways starting April 1. The Central Services Supervisor and the Parks Manager are cutting grass and maintaining the Parks. Steve Conwell is working remotely and Luke Roberts is working onsite. A couple of the buildings crew are sanitizing the buildings each day. He thanked Jeremiah Still and Danny Smith for stepping up and coordinating with their departments to keep people as safe as possible. The Police Department / Municipal Court Building is still ongoing; the contractors have submitted their second pay request.

II. COMMITTEE INFORMATION

1. Finance

a. Monthly Finance Report

Ms. Beth Thompson explained they are still working on the March numbers, which have not been finalized yet. The April numbers will take a substantial hit in some areas. She has started a staggered rotating schedule for operations. All areas are still operational: call center, meter reading, billing, drive-thru, customer service by phone and drive-thru, and the Finance Department. She clarified that customers have payment options other than paying in person; they can pay online, by phone, mail, or drop box. The drive-thru has been backed up occasionally, and customers are having to wait but they have been very understanding and patient. There will not be any non-payment disconnects or late fees charged through April 30, 2020. Ms. Thompson stated that she has set a FEMA Account up for the Public Assistance reimbursement; she will be working with each of the departments on what can be counted.

2. Airport

a. Monthly Airport Report

Mr. Chris Bailey stated the Airport has been quiet. Georgia Airports Association has sent several correspondences out, giving directions for handling some of the traffic, but it is geared more towards commercial traffic. Bill Scott is not having operations right now. Flight Training is done on a one-on-one basis and most of it can be done online.

3. Public Works

a. Monthly Solid Waste Report

Mr. Chris Bailey explained a few of the collection route schedules have been staggered, trying to keep people separated as much as possible. Getting garbage and trash picked up has been a challenge, but they are very close to staying on schedule. He stated they have done a great job with the amount of trash being collected during this time.

b. Monthly Streets & Transportation Report

Mr. Jeremiah Still stated they are attacking things as they come in from a minimal stand point of personnel. He explained the crews have been split in half, with one day on and one day off. They have been cleaning signs throughout the City, repairing pot holes and utility cuts as they come in, and doing jobs that can be done with minimal staffing. The department is creating good habits of cleanliness towards ourselves, equipment, trucks, and facilities. This approach will help to protect us going forward. The infrastructure is being maintained on a day to day basis.

4. Utilities

a. Monthly Electric & Telecom Report

Mr. Brian Thompson stated most of the Telecom employees are working from home, and the Technicians are reporting from home taking care of the tickets. The Electric employees have been separated into two crews reporting to two different areas, and some other Technicians are staying in a single truck by themselves. He explained that gives them three layers with the two split crews, the Technicians, and then himself. The contractors are done on Spring Street and the decorative lighting on the western side of Spring Street started today.

b. Monthly Water, Sewer, Gas, & Stormwater Report

Mr. Rodney Middlebrooks explained half of the crews are at the Warehouse and the other half are at GUTA; the interaction is being limited between the two crews. The shifts have been split for the employees working at the Plants. The Sinclair Water Authority sent two of their employees to the City and the City sent two employees there. The Plants are similar and this will allow backup for each place in case things get worse.

5. Public Safety

a. Monthly Fire Report

Fire Chief Bill Owens stated they closed the station to the public on March 13, 2020. Administrative staff is working remotely and staffing has been reduced to seven. The Department has been divided into two divisions, one half will be for EMS calls and the other half will be for Fire and Rescue. An Engine Company has been sent to the Airport and will be staying there in the Pilots Lounge. He thanked everyone who helped to make that happen seamlessly in only a few days. The EMS engine will be dedicated to handling COVID-19 response calls. A decontamination station has been setup in the truck bay, which is available to all City employees if needed. Chief Owens discussed the call volumes being down, because people don't want to go to the hospital right now. He stated they are letting Walton EMS handle a lot of the COVID-19 calls, but they are there for standby. The Fire Marshall is working with the local stores on rerouting entrances and exits to reduce exposure. He explained the biggest problem has been locating personal protection equipment, masks, and gloves. He stated citizens should expect a little slower response time if they are coming from the Airport; there could be a sixty second delay. He thanked the community for all of their support and feedback.

b. Monthly Police Report

Police Chief R.V. Watts explained all of the sworn officers that usually work inside the Police Department have been quarantined to their vehicles. They are also trying to limit their interaction with lots of people in the community by being reactive instead of proactive. They have implemented a check station coming in the back door, and there is only one way in and one

6:00 P.N 5

MAYOR AND COUNCIL MEETING

APRIL 7, 2020

6:00 P.N

way out of the department. The desk sergeant located at the back door will process everyone \mathbf{m} , they will take their temperature, sanitize, and spray their clothes and shoes with Lysol. All of the officers are supposed to wear PPE gear any time they interact with the community. They should be wearing masks, gloves, and eye protection. They should also re-sanitize and spray everything down again prior to reentering their vehicle. He stated they are taking reports by phone when possible. More information is going to start being posted on social media and the website to help educate the community on the situation and what to do.

6. Planning & Code

a. Monthly Code Report

Mr. Patrick Kelley stated Code has basically been able to maintain all of their normal services and activities. The office is working split shifts; they are working opposite shifts inside the office and remotely, so they are both available every day. A clean-in and clean-out process has been implemented for the Marshalls, so they won't be in the office at the same time. They are coordinating with each other via text, phone call, or email about being in the office for paperwork. They are mainly working remotely from their vehicles and not interacting directly with the public, and issuing repair cleanup notices. Inspections and permitting is going as normal, except being handled electronically or through the drive-thru. He stated customer service has been great helping them deal with things through the drive-thru, and they really appreciate their help. They have been cleaning frequently touched surfaces and maintaining social distancing.

7. Economic Development

a. Monthly Economic Development Report

Ms. Sadie Krawczyk stated things have changed a lot for businesses in downtown. There are many changes to events in the City, some are trying to be postponed but many of them are having to be cancelled. The Visitor Center is closed to the public. They have 50 applications submitted so far for DDA Stabilization Grants; the DDA Board will be reviewing them on Thursday. There are more grant requests than City funding, so the DDA will have to decide what to allocate from their funding to meet the grant applications. The applications were mainly from restaurants and retailers, which was the aim. She stated they are trying to keep everything updated on the DDA website for businesses that are changing hours or closing. She is also trying to post resources for small businesses; their first post was viewed 98,000 times. They are in a stabilization mode and trying to prepare and think towards recovery.

Council Members and Ms. Krawczyk further discussed the grant applications, the grant process, and grant amounts. They discussed the progress of the Pavilion Shopping Center. They also discussed the number of people stores are allowing to shop at one time during this pandemic.

8. Parks

a. Monthly Parks Report

Mr. Chris Bailey explained a lot of the surrounding areas have closed the parks or sections of the parks. He feels the City should avoid closing the parks as long as things seam to be reasonable. There has not been a huge volume of traffic or any big gatherings at the parks. He stated the bids for Pilot Park were due in March, but the due date was postponed until the end of April. Hopefully, the bid proposals can be discussed in May. The lake project at Childers Park has been postponed for a month; he didn't want to close two-thirds of the park, which is a venue for people to be outside as long as there is not a crowd.

MAYOR AND COUNCIL MEETING

APRIL 7, 2020

6:00 P.N 7

III. ITEMS OF DISCUSSION

1. Madison Davis Subdivision Phase 3 Final Plat

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

IV. ITEMS REQUIRING ACTION

1. Ordinance to Impose a Prohibition of Gatherings of More than Ten (10) People

Removed from agenda.

V. ADJOURN

Motion by R. Bradley, seconded by Little. Passed Unanimously.

MAYOR

CITY CLERK

6:00 P.N 8

The Mayor and Council met for their regular meeting, via Teleconference-Zoom.

Those Present:	John Howard	Mayor			
	Wayne Adcock	Vice-Mayor			
	Lee Malcom	Council Member			
	Myoshia Crawford	Council Member			
	Ross Bradley	Council Member			
	Larry Bradley	Council Member			
	Norman Garrett	Council Member			
	Nathan Little	Council Member			
	David Dickinson	Council Member			
	Logan Propes	City Administrator			
	Debbie Kirk	City Clerk			
	Russell Preston	City Attorney			
	Paul Rosenthal	City Attorney			
Staff Present:	Danny Smith, Jeremiah Still, R.V. Watts, Bill Owens, Beth Thompson,				
	Rodney Middlebrooks, Brian Thompson, Patrick Kelley, Chris Bailey, Sadie				
	Krawczyk, Mike McGuire, Luke Roberts, Steve Conwell				

Visitors:

David Clemons, Les Russell

I. CALL TO ORDER – JOHN HOWARD

1. Invocation

Mayor John Howard gave the invocation.

2. Roll Call

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

3. Approval of Agenda

To approve the agenda as presented.

Motion by R. Bradley, seconded by Little. Passed Unanimously

4. Approval of Consent Agenda

- a. March 3, 2020 Council Minutes
- b. March 10, 2020 Council Minutes
- c. March 26, 2020 Council Minutes
- d. March 3, 2020 Executive Session Minutes
- e. February 13, 2020 Downtown Development Authority Minutes
- f. February 13, 2020 Conventions and Visitors Bureau Minutes

To approve the consent agenda as presented.

Motion by Little, seconded by Malcom. Passed Unanimously

II. PUBLIC FORUM

1. Public Comments

No one signed up for public comments.

III. NEW BUSINESS

1. Madison Davis Subdivision Phase 3 Final Plat

Code Enforcement Officer Patrick Kelley presented the Final Plat for the PRD known as the Madison Davis PRD Phase III for approval. This will allow them to record the plat for development.

To approve the Final Plat for Phase III of the Madison Davis PRD.

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

Mayor John Howard gave an update of the COVID-19; he discussed the noon update from the Georgia Department of Public Health. Walton County has 48 cases of COVID-19 with two deaths out of a population of 99,000. The Worldometer shows Georgia with 14,223 confirmed cases; that is up 600 from yesterday's count, with 501 deaths out of a population of 10.7 million.

Mayor Howard reminded Council Members that Wayne Adcock's family will be at the City Hall fountain Thursday morning, April 16, at 10:00 am. He requested cars to be decorated in Georgia Bulldog if possible, as they circle around City Hall.

Mayor Howard stated that he and Mr. Propes have discussed extending cutoffs and suspending late fees but do not know if the City can afford to do so. They will do everything they can to make it last another couple of weeks. He questioned the late fee amounts per month.

Ms. Beth Thompson explained the amount varies depending on the month, because late fees are a percentage of balances. The City takes in between \$65,000 and \$75,000 of late fees per month. On average the late fees will be about \$70,000 per month in lost revenue. She stated currently the City is looking at a couple of weeks in March and all of April.

Council Member Larry Bradley questioned whether the information is being communicated to the customers that are not paying their bills letting them know that the City has waived the late fees and is not doing disconnects.

Ms. Thompson answered the information is being relayed through social media, the City website, and through Council Meetings. Flyers can be placed in the May bills, but billing has already gone out for half of April. She believes that customers are aware that balances are still occurring and will keep adding up. The problem is the longer they are allowed to go on the larger the balances are going to get if they are not encouraged to start paying a little as they can towards their balances.

Mr. Logan Propes explained basically the bill will be split into two payments for a payment plan. The time period that the late fees and disconnects are waived will not go towards any new late fee penalties going forward. The new bills as of May 1 will be subject to late fee penalties, but from March until April will not be subject to late fee penalties; there will be two different balances running on the account. He stated Ms. Thompson feels confident that she can administer a payment plan process to keep the customers from getting swamped with super large

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bills, as long as they are making an effort to make payments. It is unfortunately impossible for the City to completely wipe out balances; it would not be fiscally responsible. Mr. Propes explained the City is doing everything possible to mitigate the cost to the ratepayers right now.

Council Member Norman Garrett questioned the waiving of the late fees for March and April.

Mr. Propes answered yes; the late fees and disconnects will be waived through April 30. Late fees will be reevaluated at that time; it will depend on what the Governor does whether it goes any further than the next 15 days.

City Attorney Paul Rosenthal stated that waiving the late fees and creating payment plans are within the City's purview. He reiterated that the City can not get into writing off utility bills for March and April. It is not only fiscally irresponsible in the current short term with cash flows, but it would be fiscally irresponsible as it relates to the Bond Rating and the City's ability to seek financing efforts in the future. The City does not need to be in the concept of discussing not paying the balances for March and April; customers will have to comply with whatever payment plan staff decides is best to cover the balances.

IV. ADJOURN

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

6:00

MAYOR

CITY CLERK

Historic Preservation Commission Meeting Minutes April 28, 2020

Present:Crista Carrell, Mark Hammes, Susan Brown, Fay BrassieAbsent:NoneStaff:Debbie Adkinson, Code Department Assistant
Pat Kelley, Director of Planning & CodeVisitors:JT Anderson and Daniel & Lindsey South

Meeting called to order at 5:58 P.M.

Chairman Carrell entertained a motion for approval of the minutes from February 25, 2020 Meeting. Hammes made motion to approve. Brassie seconded. Motion Carried. Minutes approved.

<u>The first item of business</u> is an application for a COA for petition # HP-000050-2020 at 101 N Broad St. Ste B to allow a mural sign to be painted on the south side of the building. The applicant is JT Anderson the co-owner of the businesses located here.

JT Anderson spoke to the request. He stated they would like to paint a mural to advertise their businesses.

Chairman Carrell asked if there were any questions.

Brassie asked what the sign size would be and if it would be more than allowed in town. Kelley stated the mural would be advertising three businesses as opposed to just one. Taking that three businesses are represented, this could be taken into consideration in their deliberations on their determination.

Chairman Carrell asked if there were any more questions. Being none; she entertained a motion.

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

<u>The second item of business</u> is an application for a COA for petition # HP-000051-2020 at 331 N Broad St. to allow a new house to be built. The applicants are Daniel & Lindsey South.

Daniel & Lindsey South spoke to the request. They stated they would like to build their new home here on broad based on the pictures included in the application.

Chairman Carrell asked fi there were any questions. Brassie asked if the drive on broad would be removed. Souths stated it would be used for front entrance and they would have a shared drive off W Marable.

With no other discussion Chairman Carrell entertained a motion.

Hammes made a motion to approve. Brown Second Motion Carried. COA Granted.

Old Business: None

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New Business: None Chairman Carroll entertained a motion to adjourn.

> Brassie made a motion to adjourn. Hammes second. Meeting adjourned at 6:09 pm



Downtown Development Authority

MINUTES

Thursday, March 12, 2020 8:00 AM City Hall

CALL TO ORDER

Meeting was called to order at 8:05 am.

ROLL CALL

PRESENT Chairman Lisa Anderson Vice Chair Meredith Malcom Board Member Whit Holder Board Member Charles Sanders City Council Representative Ross Bradley Board Member Chris Collin

ABSENT Secretary Andrea Gray Board Member Wesley Sisk

CITY STAFF Sadie Krawczyk Leigh Ann Walker

COUNTY STAFF Patrice Broughton

APPROVAL OF PREVIOUS MEETING MINUTES

DDA February Minutes

Approved - Motion made by City Council Representative Bradley, Seconded by Board Member Sanders.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sanders, City Council Representative Bradley, Board Member Collin

APPROVAL OF FINANCIAL STATEMENTS

DDA January Financials

Approved - Motion made by City Council Representative Bradley, Seconded by Vice Chair Malcom.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sanders, City Council Representative Bradley, Board Member Collin

PUBLIC FORUM

CITY UPDATE

City Council approved funding for traffic calming measures for Church Street and Davis Street; Pilot Park redevelopment is out for bid at this time; Childers stream construction to begin as weather permits; land lease to construct 17 new hangers at the airport has been executed; improvements to the streetscape along Midland and the Peters and Fosters parking area have been approved to create more public parking and walkability downtown.

COUNTY UPDATE

No update.

COMMUNITY WORK PLAN & REPORTS

Existing Environment

New trash cans are coming in and being put out downtown replacing the older receptacles.

Infill Development

the economic development committee met to discuss potential projects and the following were identified:

- acquiring the 2 parcels that are not city owned within the Wayne Street and Spring Street block behind the police station

- partnering with the city to encourage the public-private partnership to redesign the private parking lots, add curb and gutter, sidewalks, and street trees along Wayne Street between Highland and Spring and to include the redevelopment of the alleyway as the main pedestrian connection from Broad Street to this area.

- reach to owner to see if we could acquire and redevelop the parcel at 136 W. Spring Street

Entertainment Draws

two new events will be occurring in March - the Spring Fling on the town green in partnership with Graystone Church and the Look Up Phone-free event on the courthouse lawn and Court Street in partnership with the Walton Youth Advocacy Board

PROGRAMS

Events

Car Show and MCDS 5K are this weekend; Food Truck Friday and Dockdogs planned for 4/17,18, & 19.

Downtown Design

No update

Farmers Market

May 9th will be opening day in conjunction with the Monroe Children's Book Festival; this year we will also have an online market for vendors/customers called Monroe Locally Grown; Farm to Table tickets sold out within 18 hours.

The board proposed thinking about another Farm to Table type food event such as a low country boil in the fall. Staff will take this idea to the FTT planning committee for discussion.

FUNDING

SPONSORSHIP

Sponsorship is over \$50,000 in commitments at this point.

FACADE GRANTS

116 W. Spring Street

Approved for full amount - Motion made by Board Member Holder, Seconded by City Council Representative Bradley.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sanders, City Council Representative Bradley, Board Member Collin

COMMUNITY EVENT GRANTS

Monroe Cotton Mills - Food Truck Friday

Approved for full amount - Motion made by City Council Representative Bradley, Seconded by Board Member Holder.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sanders, City Council Representative Bradley, Board Member Collin

NEW BUSINESS

GCF Resolution - 2nd Floor, LLC

Approved - Motion made by Board Member Sanders, Seconded by City Council Representative Bradley.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sanders, City Council Representative Bradley

Voting Abstaining: Board Member Collin who recused himself from the discussion and action taken.

ANNOUNCEMENTS:

Next meeting scheduled, March 9th, at 8:00 am at Monroe City Hall.

Ms. Malcom shared with the board that Synovus bank has created a new loan program specifically for downtown development projects with up to 90% financing, a special rate program, up to \$1,000,000 loan amount. She will provide further details and marketing materials when they are ready for distribution to the public.

ADJOURN

Motion made by City Council Representative Bradley, Seconded by Vice Chair Malcom.

Voting Yea: Chairman Anderson, Vice Chair Malcom, Board Member Holder, Board Member Sanders, City Council Representative Bradley, Board Member Collin



Called Downtown Development Authority

MINUTES

Friday, March 27, 2020 3:00 PM City Hall (via Teleconference-Zoom)

CALL TO ORDER

Meeting was called to order at 3:01 pm.

ROLL CALL

PRESENT

- Chairman Lisa Anderson Vice Chair Meredith Malcom Secretary Andrea Gray Board Member Whit Holder Board Member Wesley Sisk Board Member Charles Sanders Board Member Chris Collin
- CITY STAFF Logan Propes Sadie Krawczyk Leigh Ann Walker

ABSENT City Council Representative Ross Bradley

FUNDING

2020 DDA BUDGET

Board reviewed existing budget. No action was taken.

NEW BUSINESS

COVID-19 DOWNTOWN DEVELOPMENT AUTHORITY STABILIZATION FUND

The board approved the proposed guidelines and application with the following additions: -add due dates for applications over the next 3 months -add space to indicate amount of grant funding applied for -instructions for turning in the application

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

ANNOUNCEMENTS:

Next meeting scheduled, April 9th, at 8:00 am at Monroe City Hall

Ms. Malcom updated the board on current loan resources being offered through the Small Business Administration.

ADJOURN

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



Convention and Visitors Bureau

MINUTES

Thursday, March 12, 2020 9:00 AM City Hall (Council Chambers)

CALL TO ORDER

Meeting called to order at 8:55 am.

ROLL CALL

PRESENT Chairman Lisa Anderson Vice Chairman Meredith Malcom Board Member Charles Sanders City Council Representative Ross Bradley Board Member Chris Collin

ABSENT Secretary Andrea Gray Board Member Whit Holder Board Member Wesley Sisk

CITY STAFF Sadie Krawczyk Leigh Ann Walker

APPROVAL OF EXCUSED ABSENCES

APPROVAL OF MINUTES FROM PREVIOUS MEETING

CVB February Minutes

Approved - Motion made by Vice Chairman Malcom, Seconded by City Council Representative Bradley.

Voting Yea: Chairman Anderson, Vice Chairman Malcom, Board Member Sanders, City Council Representative Bradley, Board Member Collin

APPROVAL OF CURRENT FINANCIAL STATEMENTS

CVB January Financials

Approved - Motion made by City Council Representative Bradley, Seconded by Board Member Sanders.

Voting Yea: Chairman Anderson, Vice Chairman Malcom, Board Member Sanders, City Council Representative Bradley, Board Member Collin

Chairman's Report

None.

Director's Report

None.

OLD BUSINESS

Event cards mailed out to over 20,000 addresses. Cost was around \$5,200.

NEW BUSINESS

Planning on TV commercial update filming for mid-April.

ANNOUNCEMENTS

Next meeting will be April 9, 2020 at Monroe City Hall

<u>ADJOURN</u>

Motion made by Board Member Sanders, Seconded by Vice Chairman Malcom. Voting Yea: Chairman Anderson, Vice Chairman Malcom, Board Member Sanders, City Council Representative Bradley, Board Member Collin



To: Finance Committee, City Council

From: Beth Thompson, Finance Director

Department: Finance

Date: 5/5/2020

Subject: Utility Customer Deposit Investment / Cash Transfer

Budget Account/Project Name: 520-127110; 520-116108; 520-116301

Funding Source: Utility Fund

Budget Allocation:	n/a	Since 182
Budget Available:	n/a	THE CITY OF
Requested Expense:	n/a	

Description:

Recommending a transfer of \$500,000.00 from Utility Customer Deposit Cash account and \$500,000.00 from Utility Reserve account to assist with cash flow.

Background:

The current Utility Customer Deposit liability is \$1,978,829. The balance in a cash account reversed for Utility Customer Deposits is \$1,179,890 and \$1,557,990 in an investment (CD) account reserved for Utility Customer Deposits; for a total of \$2,737,880. The request is to transfer \$500,000 from the cash account to the Utility operating cash account, which would leave \$2,237,880, which is more than enough to cover the liability.

The balance in the Utility Reserve account is \$1,333,114 and has held that balance for several years. Asking to transfer \$500,000 to the Utility operating cash account.

Both transfers would increase the Utility operating cash account \$1,000,000 to help with the future cash flow in the Utility fund. Once stabilized again the intent is to replenish these funds back to current balances.

Attachment(s):

215 North Broad Street Monroe, GA 30656 770.267.7536



To: Airport Committee, City Council

From: Chris Bailey, Assistant City Administrator

Department: Airport

Date: 04/28/2020

Subject: Engineering Design Services (T-Hangar Grading) Request

Budget Account/Project Name: Hangar Project – Capital Improvement

Funding Source: SPLOST 2013

Budget Allocation:	\$0.00	
Budget Available:	\$20,000.00	Since 1821
Requested Expense:	\$20,000.00	Company of Record: GMC Network

Description:

This item is to request approval of engineering services by GMC Network in the amount of \$20,000.00 for the design of all grading and drainage requirements for the proposed 16-unit t-hangar build at the Cy Nunnally Memorial Airport. This will also include all DOT and permit filings for compliance purposes to both excavate the area and build the structure in place.

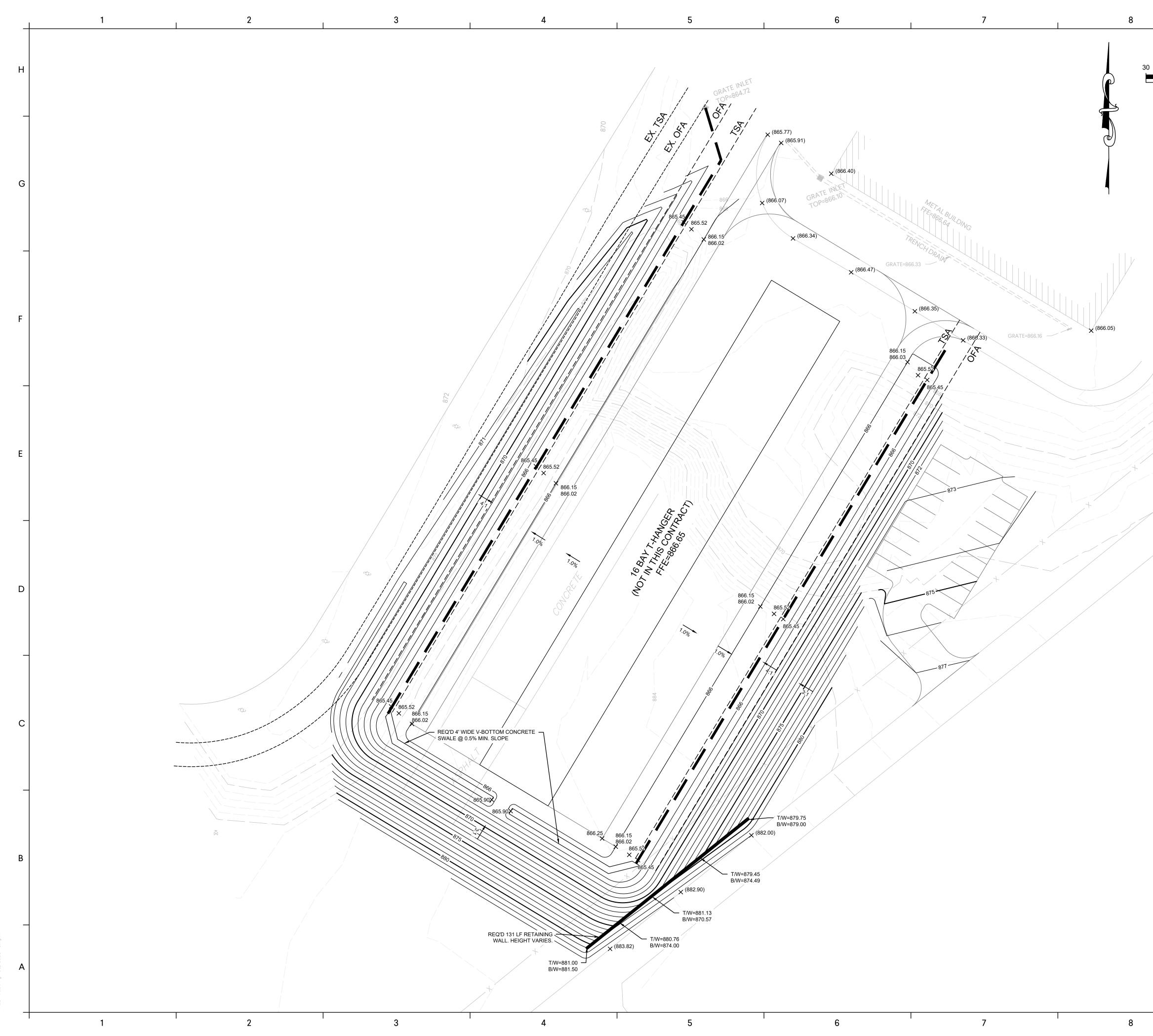
Background:

The City of Monroe is currently in a five (5) year agreement with GMC Network for all airport engineering services. This proposed contract is in part to the already executed agreement with L&M aviation for the construction of a 16-unit t-hangar as approved by Council in December of 2019. Following the permitting approvals, land disturbance activities will commence.

Attachment(s):

Site Plan & Drawing – 1 page Scope of Services – 1 page Task Order – 1 page





I	9	10		
GRA 0 15 30	APHIC SCALE 60	120		
1 i	(IN FEET) nch = 30 ft.			
L × 235.50	EGEND Proposed Spot Elevation			
240 241	Finished Grade Contour Line Ex. Contour Line (1' Interval)		(
	Storm Sewer Junction Box			
	Storm Sewer (Size as Noted)			
866			E	aute 300 Atlanta, GA 30339 T 770.952.2481 GMCNETWORK.COM
			ISSUE DATE	DRAWN BY: CHECKED BY:
			T-HANGAR SITE GRADING & PAVING MONROE-WALTON CO. AIRPORT MONROE, GEORGIA	XXX GMC# TATL200002
			GRADING AND DRAINAGE PLAN	S heet of
Ι	9	10		

Cy Nunnally Memorial Airport (D73) Monroe, Georgia

EXHIBIT A

SCOPE OF SERVICES

ENGINEERING DESIGN SERVICES FOR T-HANGAR GRADING

GMC Project Number TATL200002

The City of Monroe will provide engineering design services for the following construction project at the Cy Nunnally Memorial Airport:

1. T-Hangar Grading with Stormwater Coordination.

The Engineering Design Services will consist of the preparation of construction drawings and technical specifications necessary to complete the project. The design services will include the following elements of work:

- Element 1 Project Formulation will include the preparation of work scope, fees, predesign/scoping meeting with Client, preliminary project evaluation, and submittal of 7460 and Construction Safety Phasing Plan to FAA for preliminary airspace review.
- Element 2 Topographic Survey Work is not included. Survey shall be provided by Client.
- Element 3 Geotechnical Investigation is not included.
- Element 4 Construction Plans will consist of:
 - 1. Cover Sheet listing the name of the airport, description of the project, vicinity and location maps, project number, and index of drawings.
 - 2. Legend, Abbreviations and Quantities with item number, specification numbers, description of work item, unit and quantity.
 - 3. Construction Safety and Phasing Plan Layout and General Notes
 - 4. Construction Sequence Plan
 - 5. Existing Conditions
 - 6. Project Layout Plan and Staking Plan
 - 7. Demolition Plan, Demolition Notes
 - 8. Erosion and Sediment Control Details Plan, Notes and Details
 - 9. Marking Plan and Marking Details
 - 10. Grading and Paving Plan
 - 11. Pavement Typical Sections
- Element 5 Contract Document(s) shall include technical specifications for items of work shown.
- Element 6 Coordination, Review and Comments will submit plans and specifications to Client and address comments as follows:
 - 1. Provide one electronic set of plans and specifications to Client for initial review.
 - 2. Respond to Client comments and resubmit.
 - 3. Provide one (1) electronic copy of the final plan in AutoCAD format to Client
 - 4. Provide one (1) electronic copy of the final plan in PDF format to Client

Bidding and permitting services will be not be required for the project.

Task Order 2

ENGINEERING DESIGN SERVICES FOR T-HANGAR GRADING PACKAGE

GMC will provide professional services for the following project at the Cy Nunnally Memorial Airport (D73):

T-Hangar Grading. This project shall consist of the design for a T-Hangar Sit. It also includes the associated stormwater documents/permitting services for the hangar area.

The professional services will include the items in Exhibit A Scope of Services.

The total lump sum cost of this task is **\$20,000.00**.

IN WITNESS WHEREOF the parties hereto have made and executed this Task Order.

OWNER:

ENGINEER:

xx Title: xx Ryan Pearce Title: Vice President, Aviation

Date

ATTEST:

ATTEST:



To: Public Works Committee, City Council

From: Jeremiah Still, Streets Director

Department: Streets

Date: 04/29/2020

Subject: Highland Avenue and Wayne Street Pavement Improvements

Budget Account/Project Name: SPLOST 2013

Funding Source: SPLOST 2013

Budget Allocation:	N/A	
Budget Available:	\$16,016.28	Since 1821
Requested Expense:	\$16,016.28	Company of Record: Blount Construction Company

Description:

This item is to request approval of Blount Construction Company to apply cleaning and topcoat material to sections of Highland Avenue and Wayne Street. The areas of impact will be East Highland from Broad Street to Madison Avenue, West Highland from Broad Street to Jackson Street, and Wayne Street from Spring Street to Highland Avenue. These areas will be cleaned, patches made, and coated with a high-density mineral bond, then restriped. This proposal also includes traffic control with the recommendation of performing the work on a Sunday to limit business and downtown disruption. Blount Construction Company is a sole source supplier of this bonding material.

Background:

The City of Monroe is always making efforts to improve street conditions and maintain safe transportation routes throughout the City.

Attachment(s):

Proposal Sheet – 1 page



Blount Construction Company Inc. • 1730 Sands Place • Marietta, Georgia 30067 •(770) 541 -7333 • Fax: (770) 541-7340 Proposal and Contract

			•				
<u>SUBMITTED TO:</u> Jeremiah Still		PROJECT NAME Highland Ave & Wayne Street PROJECT LOCATION			<u>Date</u> 04/29/20		
Contact: Phone: Work	<i>Monroe, Ga</i> Jeremiah Still 770-267-6933	<u>PROJECT LOCATION</u> Monroe,Ga <u>PLANS PREPARED BY</u> N/A <u>DATE OF PLANS</u> N/A		<u>Estimator</u> Keith Stephens			
We are plea terms, and cor		ollowing work on the referenced project, o	according to th	te follow	ving unit prices,		
Item No.	D	escription	Quantity	Unit	Unit Price	Amount	
1	Clean and Apply High Density Mineral Bond		4,650.00	SY	\$2.76	\$12,834.00	
2	Double Yellow Center line/ With Traffic Control			LS	\$3,182.28	\$3,182.28	
	East Highland (Madison to Broad) West Highland (Broad to Jackson)						
	Wayne Street (West Highland to Spring)						
			G	rand To	otal	\$16,016.28	
1) Patching By	v Others	Project Notes					

Patching By Others

2) Requires Total road Closure (To be Done On Sunday)

SPECIAL PROVISIONS: Prices do not include the cost of removal or disposal of rock, unsuitable subgrade materials, or hazardous waste materials. We will not be responsible for shallow utilities not located by others. We will not be responsible for drainage when design grades or existing conditions provide for a slope of less than 1%.

TERMS OF PAYMENT: Final measurements will be made upon completion and an invoice prepared using the UNIT PRICES indicated above. Estimates in the amount of 90% of work completed will be invoiced periodically with payment due in 30 days. Payment in full will be made no later than 30 days after completion of work. Should the amount due under this contract or any part of it be collected by law or through an attorney-at-law, the contractor shall be entitled to collect attorney's fees in the amount equal to 15% of such amount, and all costs of collection, plus interest at the rate of 8% per annum. If OWNER desires that we do any work not called for in our contract, we will record cost of such work, plus 10% General Overhead and 10% Profit, and prepare "Extra Work" invoices in addition to our contract invoices.

Respectfully Submitted,

This proposal is subject to acceptance within 30 days, or may be made a contract thereafter if and when accepted by you and approved by Blount Construction Company, Inc.

(Signature)

(Printed Name and Title)

(Company or Firm)

(Signature)

Keith Stephens/Vice President

(Printed Name and Title)

Blount Construction Company, Inc.

(Company or Firm)

(Date)

April 29, 2020 (Date)



To: City Council

From: Brian Thompson

Department: Telecom

Date: 05/5/2020

Subject: WiFi

Budget Account/Project Name: Community WiFi

Funding Source: CIP		
Budget Allocation:	\$150,000.00	
Budget Available:	\$61,905.24	Since 1821
Requested Expense:	\$11,250.00	Company of Purchase: Sonora

Description:

Software to control new community WiFi

Background:

We have quotes for three different solutions: rXg (Revenue Extraction Gateway), Fusion Gateway, and UniBox Hotspot Controller. The rXg solution is the only one who provides a virtual option. This allows us to have redundancy without having to purchase multiple appliances.

Of the three, Staff recommends the rXg virtual solution. it is an initial \$11,250 for the licensing, installation, and first year of support. After the first year, the only recurring cost is support at \$1,750 annually. This gives us 500 simultaneous users on the wifi, which should be more than necessary from the metrics the vendors have provided. If we do need to upgrade, going to 1000 simultaneous users is a one-time fee of \$1500.

Attachment(s):

Equipment Spreadsheet Quotes (5) Sonora (License), Sonara (Tunrkey Gateway), Wifi-Soft, Fusion (Hotel Internet Services), Virtual Appliance Solutions (Community Wifi)

215 North Broad Street Monroe, GA 30656 770.267.7536

BIFROST LABS

Bifrost Labs, Inc 21762 Regal Way Lake Forest, CA 92630

DATE	INVOICE #		
1/30/2020	1300		

BILL TO	SHIP TO
City Of Monroe	City Of Monroe

		ſ	0	UE DATE	P.O. NUMBER
				1/30/2020	
ITEM	DESCRIPTION	QTY		RATE	AMOUNT
RGNets RGNets RGNets RGNets RGNets Bifrost Services	rXg-VS-SL VS Series License 300 SUL 500 SUL 1000 SUL rXg-VS-SL-OSA VS Series Silver OSA Support Yearly ICBT for 4 series Ad Hoc Hourly Support from Bifrost- Non Contract		1 1 1 1 1 1	2,750.00 3,500.00 5,250.00 1,750.00 3,000.00 195.00	0 3,500.00T 0 3,750.00T 0 5,250.00T 0 1,750.00 0 3,000.00
		Subtotal			20,000.00
		7.75% Ta	ax		1,181.88
		Total	I		21,181.88



BIFROST LABS

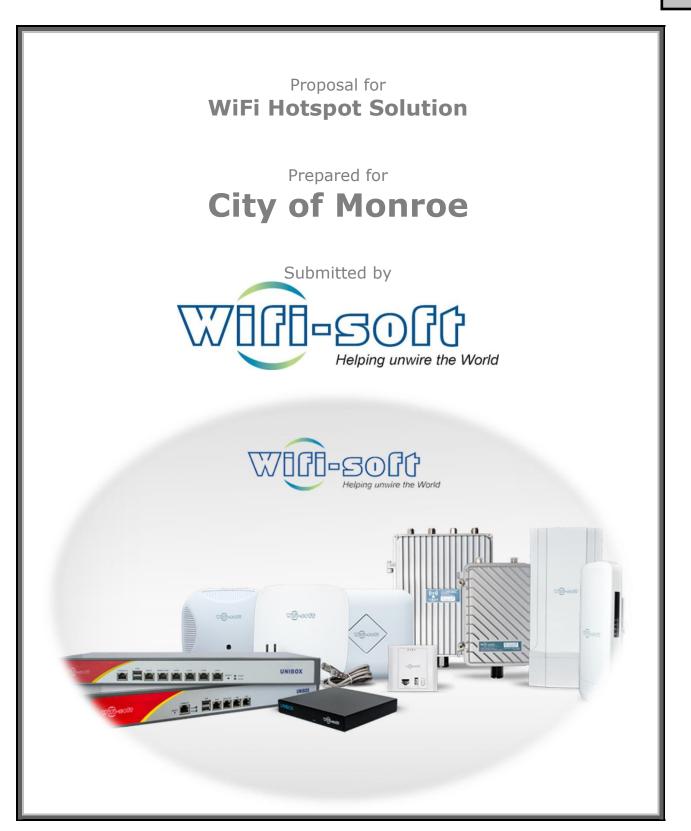
Bifrost Labs, Inc 21762 Regal Way Lake Forest, CA 92630

BILL TO	SHIP TO
City Of Monroe	

		[DUE DATE			P.O. NUMBER	
			1/30/2020				
ITEM	DESCRIPTION	QTY		RATE		AMOUNT	
RGNets RGNets RGNets RGNets RGNets Bifrost Services	S4 Turnkey Gateway 300 SUL 500 SUL 34 Silver OSA Support ICBT for 4 Series Ad Hoc Hourly Support from Bifrost- Non Contract		1 1 1 1 1 1	8,999. 3,250. 3,750. 5,250. 2,250. 4,000. 195.	.00 .00 .00 .00 .00	8,999.00T 3,250.00T 3,750.00T 5,250.00T 2,250.00 4,000.00 195.00	
		Subtotal 27,694.00					
		7.75% Tax 1,64				1,646.80	
		Tota	I			29,340.80	

 DATE
 INVOICE #

 1/30/2020
 1299





Ref: WIFI/Q1/2020-2021/UNI - 108

Date: 10/3/2020

To, Mr. David Garcia, City of Monroe, GA USA

Subject: Budgetary proposal for UniBox Hotspot Controller

Dear Sir,

We are pleased to submit the budgetary quote for **Unibox Hotspot Controller**.

At the outset we thank you for your interest in Wifi-Soft Solutions for your project need. Please find herewith budgetary proposal for our UniBox controller. The proposal is based on the interactions with you and designed for your requirements.

We hope that our offer is in line with your requirements, however if you need any further information or clarifications please do not hesitate to get back to us and we shall be extremely happy to extend our services and support to you.

Thanking you & assuring of our prompt attention and best services at all the times and now looking for an opportunity to serve you.

Best Regards,

For WIFI-SOFT SOLUTIONS PVT LTD Rishikesh Ghare Phone: +91-98909-95297 / +1-512-782-9901 Pune, India





Proposal for Hotspot System

		INS PVT LTD erth Technospace IT Park, Baner, Pune - azos St, #326, Austin, TX - 78701	- 411045,	India			
	· · · ·	Budgetary Q	uote				
То							
City	of Monroe, GA, U	JSA		Ref. No.	WIFI/Q1/2020-2021/UNI- 108		
				Date	10 - 3 -2020		
			Validity	10 - 4 -2020			
-				Contact	Mr. Rishi Ghare.		
					+1-512-782-9901		
				Phone	+91-9890995297		
				Email	rishi@wifi-soft.com		
Kind	Attention: Mr. Dav	id Garcia					
Produ	ucts: UniBox Hotspo	t Controller					
Sr. No	Product Code	Description	Qty.		Total Price		
1	U500	UniBox Hotspot Controller. 500 concurrent device licenses	1		\$ 3,995		
		Shipping Cost	1		\$100		
			То	otal	\$4,095		
*	Warranty: 12 mo	nths from the date of installation					
*	Shipping / Local	Taxes will be in scope of the customer					
*	12% AMC will be applicable on the UniBox price after 1 year. It Includes Support and Hardware Warranty.						
*	Pricing: in USD	Pricing: in USD					





Privileged and Confidential—Property of Hotel Internet ServicesStephen Nichols(727) 474-9899stephen@hotelwifi.com



Proposal for

Fusion Load Balancing Gateway

Fusion Gateway Options

for

City of Monroe

215 North Broad St Monroe , GA 30655 770.266.5333

Justin Milligan — JMilligan@MonroeGA.gov 770.266.5333

1/27/2020

4590 Ish Drive, Suite 120, Simi Valley CA 93063



Privileged and Confidential—Property of Hotel Internet Services

Stephen Nichols

(727) 474-9899

stephen@hotelwifi.com

Hardware & Labor Quote Fusion Gateway Options SN-28432

1/27/2020

City of Monroe 215 North Broad St Monroe , GA 30655 770.266.5333

Justin Milligan JMilligan@MonroeGA.gov

(Proposed pricing valid for 90 days from the proposal issue date. Following the initial proposal term, pricing and equipment are subject to technical and pricing review)

Hardware/Equipment:						
Manu Part #	Item Description	Additional Notes	Price	Qty	Ext Price	
FUSION-RS1000	Fusion RS-Series 1000 (1000 User License)	scaleable to 1500 SULs, Includes one year of Software Support	\$10,802.50	1	\$10,802.50	
FUSION-V3000	Fusion V4-Series 3000 (3000 User License)	Includes one year of Software Support & 5 year Warranty	\$23,200.00	1	\$23,200.00	
			Equipment	Subto	tal: \$34,002.5	

(866) 265-7575



Privileged and Confidential—Property of Hotel Internet Services

Stephen Nichols	(727) 474-9899	ste	ephen@	hotelwifi.c		
Installation & Travel:						
Item Description	Additional Notes	Price	Qty	Ext Price		
Remote FUSION Custom Installation	includes remote configuration with training	\$800	1	\$800		
	Lal	oor/Installati	or/Installation Subtotal: \$800			



Privileged and Confidential—Property of Hotel Internet Services

Stephen Nichols

(727) 474-9899

stephen@hotelwifi.com

Monthly Support Services:				
Item Description	Set-up Fees	Recurring Amount	Additional Notes	
Fusion Professional Support	\$0.00	\$100.00	Monthly technical support for Fusion gateway	

Total Equipment & Installation \$34,802.50

Total Support Set-up Fees: \$0.00

Total Client Price: \$34,802.50

Estimated Taxes (if applicable): \$2,380.18

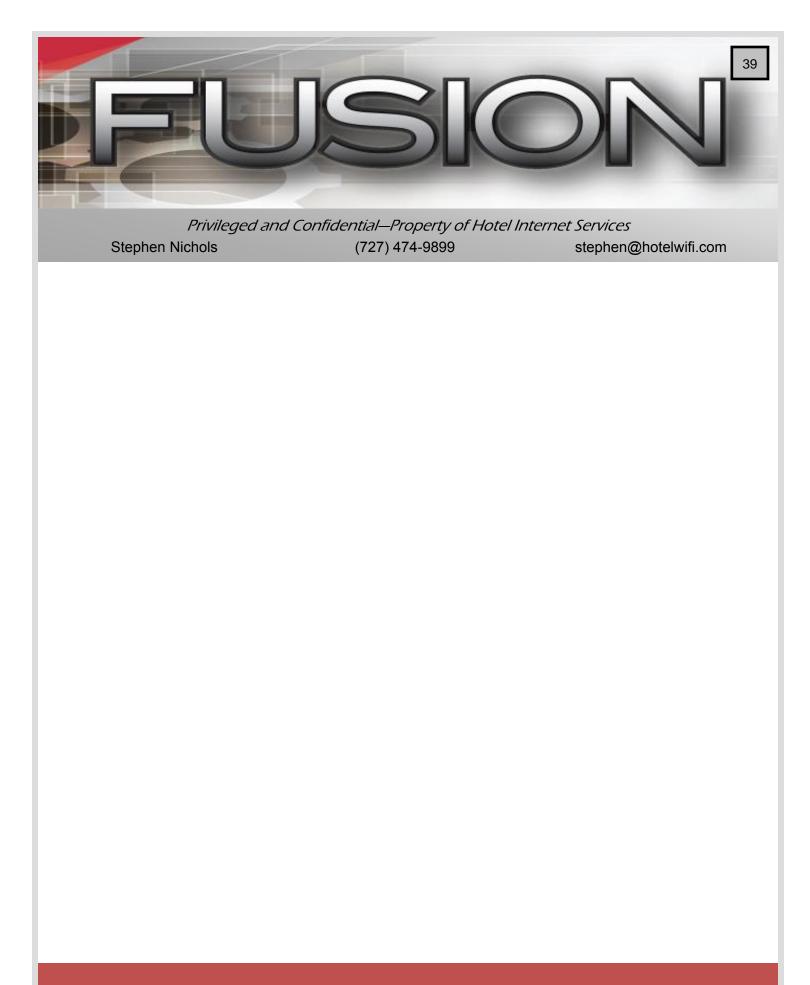
Total Price Including any Estimated Taxes & Shipping: \$37,182.68

Total Monthly Recurring Amount: \$100.00 per month



I have read and understood all terms and pricing detailed in this agreement.

- 1. Prices given are discounted and are based on a cash sale. Should City of Monroe desire to pay with credit card, a 3% non-cash sale fee will be added.
- 2. 100% of installation and equipment costs must be paid prior to installation.
- 3. Software support for gateways, access points, controllers & other network devices will be billed 90 days prior to expiration. I understand that if I do not renew support within the required time frame, there will be additional reinstatement fees assessed.
- 4. Quote does not include applicable taxes and shipping.
- 5. Quote includes any required airfare, transportation and meals.
- 6. Pricing quoted is good for 90 days.
- 7. In some cases, equipment may be changed for equal or better quality equipment should those items be out of stock
- 8. If no site survey is conducted, required equipment list may change.
- 9. Any changes to the scope of work will require a change order which will be submitted for approval prior to the work being completed.
- 10. City of Monroe to provide lodging for installation team and for future repairs and maintenance.
- 11. Mutual Indemnity. Vendor agrees to indemnify, defend and hold harmless Operator and Owner and each of their respective officers, directors, Affiliates, owners, employees, agents, successors, and assigns, from and against any claims, costs, liability, damage or expenses (including reasonable legal defense costs) a claim arising from personal injury, property damage, or wrongful death proximately caused by Vendor. Operator agrees to indemnify, defend and hold harmless Vendor and its respective officers, directors, Affiliates, owners, employees, agents, successors, and assigns, from and against any claims, costs, liability, damage or expenses (including reasonable legal defense costs) relating to a claim arising from personal injury, property damage, or wrongful death proximately caused by Operator. The parties agree that neither Operator nor Owner shall be liable for the acts or omissions of Guests.
- 12. Scope of Work for the Customer (if applicable): If the following items are not done by the customer, additional costs will be incurred.
 - 1.
- 13. Exclusions: (these items, if needed, are NOT covered by HIS) unless indicated by the Scope of Work:
 - 1. Removal of existing Wi-Fi and Network equipment
 - 2. Drywall patching/repairing and painting
 - 3. Fire proofing
 - 4. Concrete coring
 - 5. Asbestos abatement/removal
 - 6. Any required City or County permits and inspections to be performed
 - 7. Conduit work
 - 8. Roof penetrations



www.HotelWifi.com

4590 Ish Drive, Suite 120, Simi Valley CA 93063

(866) 265-7575

S	Privileged and Confider Stephen Nichols	ntial—Property (727) 474-9899		40
City of Me	onroe:			
Proposal #	:SN-28432			
Ву:			(Signature)	
Date:				
Name	: Justin Milligan			
Title: S	Sr Network Engineer			
Addres	ss: 215 North Broad St			
City: N	Ionroe State: GA Zip: 30655			
Phone	e: 770.266.5333 Email: JMilligan@M	onroeGA.gov		

Physical Appliance Solution

Part	Quantity	C	Cost	Total
S4 Turnkey Gateway		1	\$8,999.00	\$8,999.00
500 SUL		1	\$3,750.00	\$3,750.00
Silver OSA Support - Yearly Support		1	\$2,250.00	\$2,250.00
ICBT for 4 Series - Installation, configuration, and training		1	\$4,000.00	\$4,000.00
		g	rand total:	\$18,999.00

Virtual Appliance Solution

Part	Quantity	C	Cost	Total
rXg-VS-SL VS Series		1	\$2,750.00	\$2 <i>,</i> 750.00
500 SUL		1	\$3,750.00	\$3 <i>,</i> 750.00
Silver OSA Support - Yearly Support		1	\$1,750.00	\$1,750.00
ICBT for 4 series - Installation, configuration, and training		1	\$3,000.00	\$3,000.00
		g	rand total:	\$11,250.00

Physical Appliance Solution

Part	Quantity		Cost	Total
FUSION-RS1000		1	\$10,802.50	\$10,802.50
Remote FUSION Custom Installation		1	\$800.00	\$800.00
			grand total:	\$11,602.50

Physical Appliance Solution

Part	Quantity	C	Cost	Total
UniBox Hotspot Controller		1	\$3 <i>,</i> 995.00	\$3,995.00
Shipping		1	\$100.00	\$100.00
		g	grand total:	\$4,095.00



To: Parks Committee, City Council

Parks

From: Chris Bailey, Assistant City Administrator

Department:

Date: 04/28/2020

Subject: Pilot Park Rehabilitation Project

Budget Account/Project Name: Parks – Capital Improvement

Funding Source: SPLOST 2019

Budget Allocation:	\$350,000.00	
Budget Available:	\$350,000.00	Since 1821
Requested Expense:	\$250,000.00	Company of Record: TBD

Description:

This item is to request approval of a complete project scope for the rehabilitation of Pilot Park. Proposals were submitted and have been reviewed by staff, with a then short list of companies invited for a final bid submission of the selected designs should approval be given by Committee/Council. This requested approval will include demolition, grading, fencing, landscaping, irrigation, sidewalks, equipment and installation, benches, trash receptacles, picnic tables, signage, and soccer goal. The quantities of certain features may change as budgeting and final costing becomes identified.

Background:

The City of Monroe is currently in a rehabilitation phase of all City owned parks. Childers Park was approved with an overall project budget of \$90,000 for different components of the lake feature installation, drainage, and bridge repair. The Pilot Park project will follow the same guidelines and be complete in scope to be completed by different contractors for the different areas of need.

Attachment(s):

Evaluation Sheet – 1 page Estimated Project Breakdown – 1 page

PILOT PARK PLAYGROUND EQUIPMENT EVALUATION

CRITERIA	WEIGHT	SCORE	TOTAL
Creativity of Design	40%		
How creative is the design of equipment for the space and a		•	
options are included? Does the design standout and fit the	scope of the park? Doe	s the design	factor in
anything related to the Pilot Club namesake?			
Pricing	30%		
How effective is the cost of the product submitted? Is the e	quipment and design p	rovided cost	t effective
Lead-Time	10%		
Is the lead-time provided for equipment delivery and instal	ation reasonable?		
-			1
Warranty Information	5%		
Is the warranty and serviceability provided beneficial to the	City?		
Qualifications & Certifications	5%		
Do the qualifications and certifications provided meet or ex	ceed those requested i	n the RFP?	•
 Equipment must meet or exceed all American Standards standards. Equipment must meet or exceed all Consumer Product codes. 	-		
 Installation of systems must be supervised by National R Playground Safety Inspectors (CPSI). 	ecreation and Park Asso	ciation (NRPA	() Certified
Eco-Friendly Material	10%		
		vcled, or so	me other
Is the equipment and systems proposed eco-friendly in the	way of refurbished, rec		
Is the equipment and systems proposed eco-friendly in the environmentally friendly material? Does the material fit in v			
	with the historic district		

REQUESTED SUBMISSION FORMAT

- 1. Brief history of the company, location of offices, number of years the company has been in commercial playground design and installation business, and manufacturers the company distributes for.
- 2. Photos of at least five (5) other recent and similar playgrounds designed and installed by the company, project costs, locations, and references from those clients.
- Provide a top view and multiple side view site plan for the entire proposed playground area including ground protective area dimensions, square footage of playable deck space, number of play features, and 3-D color renderings of the proposed playground.
- 4. Provide line item pricing and expected lead-times for the equipment as components of the entire designed layout, ground protective layer options, borders, and installation.
- 5. Provide specific warranty information on equipment, ground protective layer options, borders, and installation.
- Provide a copy of any ISO 9001 certifications, ISO 14001 certifications, ASTM certifications, IPEMA equipment and product certifications, proof of minimum CPSC standards, CPSI certifications, and product liability insurance.
- 7. Explanation of any deviations to the specifications as outlined in this RFP.
- 8. Other factors or special considerations in your background you feel would influence the selection.



	Element	Quantity	Lead-Time (wks)	Cost Estimate
1	Demolition of Existing	1	1	\$10,000.00
2	Grading	1	1	\$8,000.00
3	Fencing	1,000'	1	\$12,000.00
4	Landscaping	45,000 sqft	1	\$25,000.00
5	Irrigation	12	1	\$9,000.00
6	Sidewalks	1,000'	1	\$25,000.00
7	Equipment/Installation	1	10	\$145,000.00
9	Bench	8	6	\$5,000.00
10	Trash Receptacle	5	6	\$3,000.00
11	Picnic Table	2	6	\$2,000.00
13	Signage	3	4	\$3,000.00
14	Soccer Goal Structure	1	4	\$3,000.00

\$250,000.00



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

OCCUPATION TAX APPLICATION

BUSINESS NAME Bistro South	TELEPHONE (770)267-5632				
ADDRESS 416 S. Broad Street, Monroe, GA 30655	_ TYPE OF BUSINESS				
MAILING ADDRESS 416 S. Broad Street, Monroe, GA 30655	Restaurant/Grocery				
EMAIL ADDRESS thompsongreg723@yahoo.com	-				
OWNER'S NAME Greg Thompson	TELEPHONE (770) 317-1045				
EMERGENCY CONTACT PERSON: Greg Thompson					
TELEPHONE (770) 317-1045					
PROPERTY OWNER'S NAME: Green Thumb Development, LLC					
TELEPHONE (770) 317-1045					
**NUMBER OF EMPLOYEES: FULL TIME_ <u>18</u> PART TIME_ <u>7</u> **(Including Owners & Family Members)					
HAVE YOU EVER BEEN CONVICTED OF A FELONY OR ARE YOU DISQUALIFIED TO RECEIVE A LICENSE					
BY REASON OF ANY MATTER OR THING CONTAINED IN THE LAWS OF THIS STATE, OR THIS CIYT? YES NO					
WILL A SIGN BE INSTALLED ON THE BUILDING OR PROPERTY? YI	ES NO				
A PERMIT IS REQUIRED FOR ALL SIGNS!!					
I hereby certify that I will not violate any of the I or of the United States. I further agree to comply	_				
of the City of Monroe in conducting bu	•				
Signature: Buy Homps	Date 04 / 13 / 2020				
Notice: All businesses located in the City of Monroe are subject to	o inspection by City Code and Fire Officials				

CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE APPLICATION

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

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

Please check the licenses that you are applying for.

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CITY OF MONROE

ALCOHOLIC BEVERAGE LICENSE FEES

CONSUMPTION ON PREMISE:	LICENSE FEE:	
BEER/WINE NON PROFIT PRIVATE CLUB SUNDAY SALES-PRIVATE CLUBS ONLY BEER/WINE AMENITIES LICENSE	\$1000.00 \$600.00 \$150.00 \$100.00	
DISTILLED SPIRITS NON PROFIT PRIVATE CLUB-ONLY SUNDAY SALES	\$3000.00 \$600.00 \$150.00	·
PACKAGE:	LICENSE FEE:	
BEER/WINE HOTEL/MOTEL IN ROOM SERVICE GROWLERS	\$2000.00 \$250.00 \$2000.00	
MANUFACTURER	LICENSE FEE: 1 FEE ONLY	
DISTILLERIES OR MICRO-DISTILLERIES BREWERY OR MICRO-BREWERIES	\$1500.00 \$1000.00	
BREWPUB	\$750.00	

48

WHOLESALE DEALERS:	LICENSE FEE:
PRINCIPAL PLACE OF BUSINESS - CITY BEER/WINE DISTILLED SPIRITS	\$1500.00 \$2000.00
PRINCIPAL PLACE OF BUSINESS - NOT IN CITY	\$100.00
TEMPORARY LICENSE:	LICENSE FEE:
NON PROFIT ORGANIZATIONS FOR PROFIT ORGANIZATIONS	\$25.00 PER DAY \$150.00 PER DAY
SPECIAL EVENT VENUES REGISTRATION	\$300.00

There is a \$250.00 non-refundable administrative/investigative fee for all licenses except for a Beer/Wine Amenities License which the fee is \$200.00. There is no application fee for wholesale dealers. <u>This administrative / investigative fee</u> <u>applies to new applications only-does not apply to renewals.</u>

1. Full Name of Business_ Greg and Rene, Inc.

Under what name is the Business to operate? Bistro South

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

2. Address: a) Physical: 416 S. Broad Street, Monroe, GA 30655

b) Mailing: 416 S. Broad Street. Monroe, GA 30655

3. Phone 770-267-5632 Beginning Date of Business in City of Monroe June 1, 2020

4. X New Business Existing business purchase

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

5. Federal Tax ID Number Georgia Sales Tax Number

49

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

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CHURCH, SCHOOL GROUNDS, COLLEGE CA	MPUS (See Land Surve	ey Requirements)
Beer and Wine 100 Yards	Yes	No
Liquor 100 Yards (Church) or 200 Yards (Schoo	ol) Yes	NoX
7. Full name of Applicant _ Gregory P. Thompson_		
Full Name of Spouse, if Married <u>Rene C. Thon</u>	npson ·	
Are you a Citizen of the United States or Alien Birthplace		
Current Address 722 Clubside Drive		
Home Telephone 770-317-1045		
Number of Years at present address 10 years		
Previous address (If living at current address le	ess than 2 yrs).	
Number of years at previous address		
8. If new business, date business will begin in Mo	onroe <u>June 1, 2020</u>	
If transfer or change of ownership, effective da	ate of this change	•
If transfer or change of ownership, enclose a statement.	copy of the sales cont	ract and closing
Previous applicant & D/B/A	•	
9. What is the name of the person who, if the li the business and on the job at the business? List employer_ <u>Greg Thompson</u> , <u>Owner</u> , 722 Clubside D	address, occupation,	phone number, and

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

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

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

12. Do you own the land and building on which this business is to be operated? <u>No</u>

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

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

Greg and Rene, Inc., GA Corporation, 416 S. Broad Street, Monroe, GA 30655, Incorporated December 14, 1992

Greg Thompson, CEO Rene Thompson, CFO & Secretary

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

Greg Thompson 416 S. Broad Street, Monroe, GA 30655

770-317-1045

No

Owns 100% of stock

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

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

18. Does applicant receive any financial aid or assistance from any manufacturer or wholesaler of alcoholic beverages? If yes, explain. <u>No</u>

19. Does the applicant have any financial interest in any manufacturer or wholesaler of alcoholic

beverages? If yes, please explain.

No

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

21. Does you or your spouse or any of the other owners, partners or stockholders have any interest in any liquor store or wholesale liquor business? No

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

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

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

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

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- 23. If a club, a statement that the club has been organized or chartered for at least one (1) year; a statement that during the past year the club has held regular monthly meetings; and a statement that the club has at least fifty (50) members.
- 24. Character References: (For the applicant)

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e.

1, John Thompson			
Name			
408 Springdale Road		-	
Address	GA	30655	. 770-267-2460 .
<u>Monroe</u> City	OA State	30000 Zip	Telephone
City	Stute	6	· suprioria
2. Jeff Walker			
Name 677 Phillips Drive			
Address			770-318-6478
Monroe ·	GA ·	30656	
City	State	Zip	Telephone
3. Bobby Garrison			an a state and the state of the
Name 71 Dial Road			•
Address Monroe	GA	· 30655	770-267-7181
City	State -	Zip	Telephone
This the 14 th day of <u>April</u> 20 <u>20</u> . <u>My</u> <u>Homp</u> (Signature Applicant) (Title <i>i.e.</i> Partner, General Partner, Manager, Owner, etc.)			
		.e. rattier, General	Faither, Wanager, Owner, etc.)
Greg Thompson, Owner	(P	rint Name)	
Or:		(Signature of Corp	orate Officer)
(Printed Name and Title of Corporate Officer)			
Signed, sealed and delivered in the/presence of: JUNNULMCANCE			
Signed, sealed and delivered in the presence of.			
Notary Public:			
Executed:	2020		JENNY MCCANCE Public - State of Georgia Walton County ission Expires Apr 17, 2022
\sim			



To: City Council

From: Logan Propes, City Administrator

Department: Administration

Date: 05/05/2020

Subject: Call for Special Election – District 6

Budget Account/Project Name: N/A

Funding Source: N/A		
Budget Allocation:	N/A	
Budget Available:	N/A	Since 1821
Requested Expense:	N/A Company of Purchase : N/A	FY OF

Description:

This request is for the approval to call for a special election to be held on November 3, 2020, concurrent with the general election, to fill the unexpired term of Wayne Adcock for District 6.

Background:

Per Article II, Sec. 2.08, of the City Charter, in the event a vacancy should occur in the office of the mayor or council, a special election shall be called and held in the manner prescribed in the Georgia Municipal Election Code.

A special election is required due to District 6 Council Member Wayne Adcock passing away on April 12, 2020, leaving the seat vacant. Such term expires December 31, 2021.

To allow the Walton County Board of Elections time to prepare for this special election, and to avoid the costs for having a special election on an eligible date in June, we are advising the special election run concurrently with the General Election in November 2020.

Attachment(s):



To: Public Works Committee

From: Logan Propes, City Administrator

Department: Administration

Date: 5-12-2020

Subject: Community Center Lease Agreement

Budget Account/Project Name: N/A

Funding Source: N/A

Budget Allocation:	\$0.00	
Budget Available:	\$0.00	Since 1821
Requested Expense:	\$0.00	Company of Purchase: N/A

Description:

Approval of the commercial lease agreement with the Monroe Country Day School as presented.

Background:

The City of Monroe was approached by the Monroe Country Day School about the possibility of leasing the entire Community Center Building to enable an expansion of its school. As such, staff and the Monroe Country Day School have agreed with terms of the agreement presented before the Council.

The general terms of the agreement call for a (5) five-year lease with initial base rent of \$20,000.00 annually for year one and increasing to \$55,000.00 for years four (4) and five 5).

Staff believes this will provide two benefits, 1) a positive return on investment as the Community Building has been heavily subsidized by the general fund over the years, and 2) this positions the school to a higher and better use for the building and the neighborhood by returning to the building's original use.

Utilities will be paid for by the tenant and other insurances will be provided by the tenant as outlined in the lease.

Attachment(s):

Lease Agreement, Letter of Certification for school Use from Century Fire Protection.

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective as of this ____ day of _____, 2020, by and between the City of Monroe, Georgia, a municipal corporation chartered under the laws of the State of Georgia ("Landlord"), and Johnston Institute, Inc. d/b/a The Monroe Country Day School ("Tenant").

Landlord is the owner of land and improvements located at 602 E. Church Street, Monroe, Georgia 30655, consisting of approximately 2.26 acres of real property, and a two-story, brick commercial structure constructed in 1914, consisting of approximately 10,000 square feet, more fully described in the attached <u>Exhibit A</u> (collectively, 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 base 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:

ARTICLE ONE – GENERAL TERMS

- 1. **Definitions.** "Landlord" as used in this Lease shall include Landlord and its heirs, representatives, assigns and (subject to the terms and conditions stated herein) successors in title to Leased Premises. "Tenant" shall include Tenant and its heirs, representatives and successors, and, if this Lease shall be validly assigned or sublet shall include Tenant's assignees or sublessees, as to Leased Premises covered by such assignment or sublease. "Landlord" and "Tenant" shall include male and female, singular and plural, corporation, partnership, or individual, as may be appropriate for the particular parties.
- 2. Leased Premises. The Leased Premises consists of the property and improvements located at 602 E. Church Street, Monroe, Georgia 30655, more fully described in the attached <u>Exhibit A</u>.
- 3. **Commencement Date.** _____, 2020.
- 4. Lease Term. Five (5) years, commencing _____, 2020 and terminating _____, 2025.
- 5. **Permitted Uses.** Leased Premises shall be used as a school building to house the Monroe Country Day School. No other uses for the Leased Premises shall be permitted.
- 6. Security Deposit. Zero Dollars (\$0.00).

7. Base Rent Schedule.

Period	Monthly	Annual
Year 1	\$1,666.67	\$20,000.00
Year 2	\$2,916.67	\$35,000.00
Year 3	\$3,750.00	\$45,000.00
Year 4	\$4,583.33	\$55,000.00
Year 5	\$4,583.33	\$55,000.00

8. Address of Landlord for Notices and Rent Payments

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

9. Address of Tenant for Notices

Johnston Institute, Inc. d/b/a The Monroe Country Day School 603 S. Broad St. Monroe, Georgia 30655

The parties retain the right to change Rent Payment Address with written notice to one another.

ARTICLE TWO – LEASE TERM

- 1. Lease Term. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for a term of five (5) years, commencing ______, 2020, and terminating ______, 2020.
- 2. Automatic Renewals. This Lease shall automatically renew at the end of the initial term for a period of one (1) year (the "Initial Renewal Term"), unless Tenant has provided Landlord written notice of its intention to terminate the Lease no less than ninety (90) days prior to the termination date. Base Rent for the Initial Renewal Term shall be the same as Year 5 listed above.

Subsequent to the Initial Renewal Term, the Lease shall automatically renew for additional one (1) year periods ("Renewal Terms"), unless Notice of Termination is delivered to Landlord of Tenants intention to terminate the Lease no less than ninety (90) days prior to the expiration of the then-existing term. For any Renewal Terms, the Base Rent shall be adjusted upwards on an annual basis for any increases in the Consumer Price Index as compared to the previous year.

3. Abandonment of Leased Premises. Tenant agrees not to abandon or vacate the Leased Premises during the period of this Lease, and agrees to use said Leased Premises for the purpose herein leased until the expiration hereof. For the purposes hereof, abandonment or vacation of the Leased Premises shall be deemed to have occurred if, without the prior consent of Landlord, Tenant ceases operation of its business on the Leased Premises for a period in

excess of fourteen (14) days (excepting customary scheduled time periods for school to be recessed for holidays and summer break); or Tenant does not exercise personal supervision over any of the Leased Premises and is unavailable by telephone or otherwise for personal consultation with its employees and/or Landlord or Landlord's representatives.

4. **Holding Over.** In the event that Tenant does not vacate the Leased Premises upon the expiration or termination of this Lease, Tenant shall be a tenant at will for the holdover period and all of the terms and provisions of this Lease shall be applicable during that period, except that Tenant shall pay Landlord as base rental for the period of such holdover an amount equal to One Hundred Fifty Percent (150%) of the rental rate in effect at the end of the Lease, and there shall be no renewal of this Lease by operation of law. Tenant agrees to vacate and deliver the Leased Premises to Landlord upon notice from Landlord to vacate. The rental payable during the holdover period shall be payable to Landlord on demand. No holding over by Tenant, whether with or without consent of Landlord, shall operate to extend the term of this Lease.

<u>ARTICLE THREE – RENT</u>

1. Base Rent.

A. Tenant shall pay monthly base rental as fully set forth in Article One, Section 7, to Landlord at Landlord's address, or to such other address as Landlord may from time to time designate by written notice to Tenant, promptly on the first (1st) day of each calendar month, in advance, during the term on this Lease, in the form of Cashier's or Official Bank Check, without offset or deduction of any kind whatsoever.

B. Base Rent Schedule.

Period	Monthly	Annual
Year 1	\$1,666.67	\$20,000.00
Year 2	\$2,916.67	\$35,000.00
Year 3	\$3,750.00	\$45,000.00
Year 4	\$4,583.33	\$55,000.00
Year 5	\$4,583.33	\$55,000.00

2. Late Payments. Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other amounts due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any loan secured by the Leased Premises. Accordingly, in the event of late payment of rental hereunder, any rent received by Landlord after the sixth (6th) day of the month, shall require Tenant to remit a late charge to Landlord equal to Fifteen Percent (15%) of the installment due as additional rent. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

3. **Interest.** Any Rent or other amount due to Landlord, if not paid when due, shall bear interest from the date due until paid at the lower rate of: (i) eighteen percent (18%) per annum; or (ii) the highest rate legally permitted, provided that interest shall not be payable on late charges incurred by Tenant nor on any amounts upon which late charges are paid by Tenant to the extent such interest would cause the total interest to be in excess of that legally permitted. Payment of interest shall not excuse or cure any default hereunder by Tenant.

4. INTENTIONALLY OMITTED.

5. Landlord Lien. To secure the payment of all rent and other sums of money due and to become due hereunder and the faithful performance of this Lease by Tenant, Tenant hereby gives to Landlord, an express first and prior contract lien and security interest on all property, including fixtures, equipment, chattels, inventory, automobiles and merchandise which may be placed in and/or on the Leased Premises by Tenant, and also upon all proceeds of any insurance which may accrue to Tenant by reason of destruction of or damage to any such property. Such property shall not be removed therefrom without the written consent of Landlord until all arrears in rent and other sums of money then due Landlord hereunder shall first have been paid. All exemption laws are hereby waived in favor of said lien and security interest. Tenant agrees that Landlord may file a UCC statement covering the above in favor of Landlord, coincidental to execution of this Lease.

ARTICLE FOUR – PROPERTY TAXES

- 1. **Real Property Taxes.** Landlord shall timely pay any Real Property Taxes, if any, on the Leased Premises payable during the Lease Term.
- 2. **Personal Property Taxes.** Tenant shall pay directly all taxes charged against trade fixtures, furnishings, equipment, inventory or any other personal property belonging to Tenant. Tenant shall use its best efforts to have personal property taxed separately from the Leased Premises. If any of Tenant's personal property shall be taxed with the Leased Premises, Tenant shall pay Landlord the taxes for such personal property within fifteen (15) days after Tenant receives a written statement from Landlord for such personal property taxes.
- 3. **Other Assessments and Taxes.** Landlord shall be responsible for all other taxes, including any federal, state, local, governmental, special district and special service area taxes, charges, assessments and any other government charges arising out of the use, occupancy, Lessorship, leasing, management, repair or replacement of the Leased Premises, any appurtenance thereto or any property, fixtures or equipment thereon.

ARTICLE FIVE - UTILITIES

1. Utilities. Tenant shall pay all charges for the cost of all natural gas, heat, cooling, energy, light, power, sewer service, telephone, internet, water, refuse disposal and other utilities and services supplied to the Leased Premises, which utilities are to be contracted for and placed in Tenant's name, during the term hereof and thereafter as long as Tenant shall remain in the

Leased Premises (collectively, the "Occupancy Period"), together with any related installation or connection charges or deposits (collectively "Utility Costs"). Tenant agrees to pay all charges for repairs to individual water and other utility meters on the Leased Premises whether necessitated by ordinary wear and tear, temperature extreme, accident or any other cause. Such payment shall be made immediately on becoming due. Landlord shall not be liable for damages, consequential or otherwise, nor shall there be any rent abatement arising out of any curtailment or interruption whatsoever in utility services.

ARTICLE SIX – INSURANCE

- 1. Liability Insurance. During the Lease Term, Tenant shall maintain in effect Commercial General Liability insurance insuring Tenant against liability for bodily injury, property damage and personal injury at the Leased Premises, including contractual liability insuring the indemnifications provisions contained in this Lease. Such insurance shall name Landlord, as an additional insured. Such insurance shall be for a limit of not less than One Million (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) annual aggregate. Coverage shall also be included for fire damage replacement costs. The liability insurance obtained by Tenant under this Article Six, Paragraphs 1 and 9, shall (i) be primary and (ii) insure Tenant's obligations to Landlord under Article Six, Paragraph 9. The amount and coverage of such insurance shall neither limit Tenant's liability nor relieve Tenant of any other obligation under this Lease. Landlord may also obtain reasonable commercial general liability insurance in an amount and with coverage determined by Landlord shall not provide primary insurance, shall not be contributory and shall be excess over any insurance maintained by Tenant.
- 2. **Personal Property Insurance.** During the Lease Term, Tenant shall maintain in effect Personal Property Insurance covering leasehold improvements paid for by Tenant and Tenant's personal property and fixtures from time to time in, on, or at the Leased Premises, in an amount not less than One Hundred Percent (100%) of the full replacement cost, without deduction for depreciation, providing protection against events protected under "Special Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief. Any proceeds from the Personal Property Insurance shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease is terminated under an applicable provision herein. If the personal property is not repaired or restored following damage or destruction in accordance with other provisions herein, Landlord shall receive any proceeds from the Personal Property Insurance allocable to Tenant's leasehold improvements.

3. General Insurance Provisions.

A. Prior to the Lease Commencement Date and prior to the expiration of any policy, Tenant shall furnish Landlord certificates evidencing that all required insurance is in force and providing that such insurance may not be cancelled or changed without at least thirty (30) days prior written notice to Landlord and Tenant (unless such cancellation is due to nonpayment of premiums, in which event ten (10) days' prior notice shall be provided). If Tenant shall fail to deliver any certificate or renewal certificate to Landlord required under this Lease within the prescribed time period or if any such policy shall be canceled or modified during the Lease Term without Landlord's consent, Landlord may obtain such insurance, in which case Tenant shall reimburse Landlord, as Additional Rent, for One Hundred Ten Percent (110%) of the cost of such insurance within ten (10) days after receipt of a statement of the cost of such insurance.

- B. Tenant shall maintain all insurance required under this Lease with insurers having a Best's Insurance Reports rating of A VIII or better.
- C. Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authority and shall not directly or indirectly make any use of the Leased Premises which may thereby be prohibited or be dangerous to person or property or which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage.
- 4. **Indemnity.** To the fullest extent permitted by law, Tenant hereby waives all claims against Landlord, its agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders (each a "Landlord Party") and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each Landlord Party (collectively "the Indemnitees") for damage to any property or injury to or death of any person in, upon or about the Leased Premises arising at any time and from any cause, and Tenant shall hold Indemnitees harmless from and defend Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses including reasonable attorney's fees for damage to any property or injury to or death of any person arising in or from (i) the use or occupancy of the Leased Premises by Tenant or persons claiming under Tenant, except such as is caused by the gross negligence or willful misconduct of Landlord, its agents, employees or contractors, or (ii) arising from the negligence or willful misconduct of Tenant, its employees, agents, contractors, or invitees in, upon or about the Leased Premises, or (iii) arising out of any breach or default by Tenant under this Lease. The foregoing shall include investigation costs and expenses incurred by Landlord in connection with any claim or demand made under this Section. The provisions of this Section shall survive the expiration or termination of this Lease with respect to any damage, injury, or death occurring prior to such time.

Tenant agrees to indemnify, defend and hold Landlord harmless from and against all such taxes, assessments, or charges, together with all penalties and interest which may have been added thereto because of Tenant's delinquency or default, and Landlord may likewise redeem the Store or any part thereof from any tax sale or sales, or lease defaults.

ARTICLE SEVEN – USE OF LEASED PREMISES

1. **Permitted Uses.** The Leased Premises shall be used for, and only for a school building to house the Monroe Country Day School. Tenant accepts the Leased Premises in its present condition and as fit for said purpose. The Leased Premises shall not be used for any illegal purpose nor in any manner to create any nuisance or trespass, nor in any way which would violate any law, ordinance, or subdivision restrictions affecting the Leased Premises nor in any manner as would cause cancellation of, prevent the use of the standard form of fire and

extended coverage insurance policy to be carried by Tenant. Tenant shall use the Leased Premises only in full compliance with all ordinances, statutes, rules and regulations of any applicable school or governmental authorities, Board of Fire Underwriters, or any other entity having jurisdiction over the Leased Premises. To the extent that any repairs, alterations, changes, or additions to the Leased Premises are required by the application of such ordinances, statutes, rules, or government regulations after the Lease term begins, all such repairs, alterations, changes, or additions shall be made, subject to the terms hereof, at the sole expense of Landlord.

- 2. Alterations. Tenant shall make no structural alterations or modifications to the exterior walls of the Leased Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned, or delayed. Such consent shall be deemed given if Landlord fails to respond to such request within thirty (30) days after receipt thereof. Notwithstanding the foregoing, Tenant shall have the right to make non-structural alterations or modifications to the Leased Premises upon thirty (30) days prior written notice to Landlord accompanied by plans and specifications therefor. Tenant shall fully comply with all applicable governmental laws, ordinances, codes, regulations, and other requirements with respect to any such alterations. All such alterations shall be accomplished in a first-class workmanlike manner using first-quality materials in connection therewith. All such alterations erected by Tenant shall become the property of Landlord during and after the term of this Lease, Tenant shall permit no liens to attach or exist against the Leased Premises.
- 3. **Manner of Use.** Tenant shall not cause or permit the Leased Premises to be used in any way which shall constitute a violation of any law, ordinance, restrictive covenants, or governmental regulation or order, which shall constitute a nuisance or waste. Tenant shall obtain and pay for all permits, including a certificate of occupancy and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, notes, regulations, orders, covenants, and requirements regulating the use by Tenant of the Leased Premises, including the Occupational Safety and Health Act.
- 4. Vehicle Parking. Tenant shall be entitled to use all parking on the Leased Premises at no additional cost to Tenant in conjunction with its use of the Leased Premises. All motor vehicles (including all contents thereof) shall be parked on the Leased Premises at the sole risk of Tenant, its employees, agents, invitees and licensees, it being expressly agreed and understood that Landlord has no duty to insure any of said motor vehicles (including contents thereof) and that the Landlord is not responsible for the protection and security of such vehicles, or the contents thereof. Landlord shall not be responsible for policing the parking areas. Vehicles shall be parked only in striped parking spaces and not in driveways or other locations not specifically designated for parking. Handicapped spaces shall only be used by those legally permitted to use them. During school hours, and during drop off and pick up procedures, Tenant shall use Right-In and Right-Out traffic Channelization at the Leased Premises during school hours.
- 5. **Exterior Signs.** Tenant may erect and maintain such signs on the Leased Premises as it in its sole discretion may deem appropriate after obtaining the written consent of the landlord, said consent to not be unreasonably withheld. Any sign erected by Tenant shall conform to all laws, ordinances, and regulations pertaining thereto. Tenant shall be solely responsible for the

installation and, prior to the termination or expiration of the Lease, the removal of the sign

including any damages to the Leased Premises occasioned by the installation and/or removal of such sign. If any damage is done to Tenants sign, Tenant shall repair same within ten (10) days.

6. Landlord Access. Landlord or its agents may enter the Leased Premises at all reasonable times to show the Leased Premises to potential buyers, investors, or tenants or other parties; to do any other act or to inspect and conduct tests in order to monitor Tenant's compliance with all applicable environmental laws and all laws governing the presence and use of Hazardous Material; or for any other purpose Landlord deems necessary. Landlord shall give Tenant no less than twenty-four (24) hours prior written notice of such entry, except in the case of an emergency, in which event Landlord shall make reasonable efforts to notify Tenant. Landlord, or its agents, shall comply with any and all safety or security protocols of Tenant then in existence while on the Leased Premises. Landlord may place customary "For Sale" signs on the Leased Premises and during the last six (6) months of the Lease Term, may place "For Lease" signs on the Leased Premises.

ARTICLE EIGHT – CONDITION AND MAINTENANCE OF LEASED PREMISES

- 1. **Existing Conditions.** Tenant shall accept the Leased Premises in its present condition as of the execution of this Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Except as provided herein, Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Leased Premises or the suitability of the Leased Premises for Tenant's intended use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Leased Premises and is not relying on any representations of Landlord with respect thereto.
- 2. Exemption of Landlord from Liability. Tenant shall insure its personal property under an all risk full replacement cost property insurance policy as provided in Article Six. Landlord shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Tenant, Tenant's employees, invitees, customers, or any other person or about the Leased Premises, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas, or rain; (b) the breakage, leakage, obstruction, or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures or any other cause; (c) conditions arising in or about the Leased Premises, or from other sources or places; or (d) any act or omission of any other tenant of the Leased Premises. Tenant shall give Landlord prompt notice upon the occurrence of any accident, fire or other casualty ("Casualty") at the Leased Premises. Landlord shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Tenant. The provisions of this Section shall not, however, exempt Landlord from liability for Landlord's gross negligence or willful misconduct.
- 3. **Repairs.** Landlord shall be responsible for all repairs and maintenance regarding routine repairs to the building structure and roof. Tenant shall be responsible for all other repairs and maintenance of any type and nature including, but not limited to, the parking lot, HVAC

systems and plumbing. Tenant shall also keep all portions of the Leased Premises, including, without limitation, plumbing, restrooms, lighting, man doors, dock doors, levelers, shelters, seals and bumpers (if any), windows, floors, fire/life safety systems, air rotation equipment and electrical items, in a clean and orderly condition and good repair, subject to reasonable wear and tear. Tenant shall arrange and pay for its own janitorial service, trash removal, security system, telecommunication systems, and any and all other services that Tenant desires. Landlord shall, at Tenant's expense, repair any damage to the portions of the Leased Premises Landlord shall be required to maintain caused by Tenant's acts or omissions.

In regard to all other items, Landlord gives to Tenant exclusive control of Leased Premises to the extent related to the Leased Premises, and shall be under no obligation to inspect said Property. Tenant has inspected and accepts the Leased Premises and Property "AS IS" in its present condition and as suited for the intended use by Tenant.

4. Tenant's Obligations.

A. Condition of Leased Premises. Tenant shall (1) keep the Leased Premises, buildings, equipment, fixtures, rest rooms, sidewalks, approaches, and driveways in good condition, properly lighted, clean, safe, sanitary, and free of trash, rubbish, and other debris; (2) keep the approaches, driveways, and service areas uncluttered and free of parked vehicles, trailers, and other obstructions, including ice and snow, at all times; (3) not engage in or permit any improper act or conduct on the Leased Premises detrimental to Tenant, or Landlord, or any member of the public; (4) comply with all laws, ordinances, rules, or regulations of constituted public authority applicable to the use and occupancy of the Leased Premises, use of the equipment and the conduct of the business.

In the event, Tenant fails to comply with its obligations under this Paragraph, it will be considered a default under this Lease. Landlord may elect to terminate the Lease immediately and take over the possession of the Leased Premises and/or Landlord may, in addition to any other rights and remedies available, take such action and/or expend such monies as may be necessary to bring the location into compliance with the terms of this Lease. In the event Landlord expends money or resources in this regard, Tenant shall pay to Landlord such money expended and or the fair market value of the resources expended with the rent payment next due.

B. **Condition Upon Termination.** Upon the expiration or termination of this Lease, Tenant shall surrender the Leased Premises to Landlord broom clean and in the condition which the property was presented to Tenant, subject to reasonable wear and tear. Landlord may require Tenant to remove any alterations, additions or improvements made without Landlord's consent prior to the expiration of the Lease and to restore the Leased Premises to their prior condition, all at Tenant's expense. Tenant shall not remove any fixtures or equipment which has or will be placed onto the Leased Premises by Landlord.

ARTICLE NINE – DAMAGE OR DESTRUCTION

1. **Destruction of or Damage to Leased Premises.** If the Leased Premises shall be destroyed or rendered untenantable, either wholly or in part, by fire or other Casualty, Tenant shall immediately notify Landlord in writing upon the occurrence of such Casualty. In the event of any Casualty, Landlord may elect either to (i) repair the damage caused by such casualty as soon as reasonably possible, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date the casualty occurred. Landlord shall notify Tenant within thirty (30) days after receipt of notice of the occurrence of the casualty whether Landlord elects to repair the damage or terminate this Lease. If Landlord shall elect to repair the damage, Tenant shall pay Landlord the portion of the "deductible amount" (if any, up to an amount equal to Twenty-Five Thousand Dollars (\$25,000.00)) under Landlord's insurance allocable to the damage to the Leased Premises, and, if the damage shall have been due to an act or omission of Tenant, or Tenant's employees, agents, contractors or invitees, the difference between the actual cost of repair and any insurance proceeds received by Landlord.

If the Leased Premises are partially destroyed by any of the casualties described hereinabove, Landlord shall have the right within thirty (30) days to terminate this Lease upon notice to Tenant. If Landlord elects not to terminate Landlord shall so notify Tenant and Tenant will be required to repair and restore the Leased Premises to its original condition. If Landlord shall so terminate the Lease, then rental shall be paid up to the date of such termination. Tenant shall complete the restoration on a timely basis at his own expense.

2. **Waiver.** Tenant waives the protection of any statute, code, or judicial decision which shall grant a tenant the right to terminate a lease in the event of the damage or destruction of the leased property and the provisions of this Article Nine shall govern the rights and obligations of Landlord and Tenant in the event of any damage or destruction of or to the Leased Premises.

ARTICLE TEN – CONDEMNATION

- 1. **Condemnation.** If the whole or any portion of the Leased Premises shall be condemned or proposed to be condemned by any legally constituted authority for any public use or purpose Landlord may elect either to (i) restore the Leased Premises to its original condition, in which case this Lease shall remain in full force and effect, or (ii) terminate this Lease as of the date of condemnation.
- 2. **Waiver.** Tenant waives the protection of any statute, code or judicial decision which shall grant a tenant the right to terminate a lease in the event the all or part of the Leased Premises is condemned and this Article Ten shall govern the rights and obligations of Landlord and Tenant in the event of any condemnation of whole or part of the Leased Premises.

ARTICLE ELEVEN – ASSIGNMENT AND SUBLETTING

1. Landlord's Consent Required. Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this Lease or any interest hereunder, or sublet Leased Premises or any part thereof, or permit the use of Leased Premises by any party other than

Tenant. Landlord shall have sole and absolute discretion as to whether to permit such assignment of this Lease or sublet the Leased Premises, and may elect to assess an assignment or sublet fee for any such assignment of sublease consent. Consent to the assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder. Notwithstanding the foregoing, Tenant shall have the right, without prior written consent of Landlord, to assign this Lease, in its entirety, to any corporation organized and in good standing under the laws of the State of Georgia and wholly owned by Tenant; however, any such assignment shall not relieve Tenant of joint and several liability for all of Tenant's obligations hereunder, the performance of which shall be personally guaranteed by Tenant. Tenant shall provide Landlord with immediate written notice of any assignment to a wholly owned corporation as aforesaid setting forth the name and principal mailing address of the corporation, the names and addresses of the officers of the corporation, and the date of such assignment.

- 2. No Release of Tenant. No assignment or sublease shall release Tenant or change Tenant's primary liability to pay the Rent and to perform all other obligations of Tenant under this Lease. Landlord's acceptance of Rent from any other person shall not be a waiver of any provision of this Article Eleven. Consent to one transfer shall not be deemed consent to any subsequent transfer or a waiver of the obligation to obtain consent on subsequent occasions. If Tenant's assignee or transferee shall default under this Lease, Landlord may proceed directly against Tenant without pursuing remedies against the assignee or transferee. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee without notifying Tenant or obtaining its consent, and such action shall not release Tenant from any of its obligations or liabilities under this Lease as so assigned or modified.
- 3. Landlord's Consent. Tenant's request for consent under Article Eleven, Paragraph 1, shall set forth the details of the proposed sublease, assignment or transfer, including the name, business and financial condition of the prospective transferee, financial details of the proposed transaction (e.g., the term of and the rent and security deposit payable under any proposed assignment or sublease), and any other information Landlord deems relevant. Landlord shall have the sole and absolute right to withhold consent or to grant consent. If Landlord does not provide its consent or denial of the Tenant's proposed assignment or sublease within thirty (30) days from Tenant's request setting forth the details required above, then Landlord will be deemed to have disapproved Tenant's requested sublease or assignment. Tenant shall promptly reimburse Landlord for all legal costs and expenses incurred by Landlord in connection with a request for a sublease or assignment of this Lease.
- 4. Assignment in Bankruptcy. If this Lease is assigned to any person or entity pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. § 101 et. seq. (the "Bankruptcy Code"), any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or

delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

5. Assignee Assumption. Any assignee of Tenant's interest in this Lease, by accepting any such assignment, shall be deemed to have assumed Tenant's obligations hereunder arising from and after the effective date of the assignment. No assignment, subletting, or other transfer, whether consented to by Landlord or not or permitted hereunder, shall relieve Tenant of its liability hereunder. If an Event of Default occurs while the Leased Premises or any part thereof are sublet, then Landlord, in addition to any other remedies herein provided, or provided by law, may collect directly from the sublessee all rents payable by the sublessee to Tenant under the sublease and apply such rent against any sums due Landlord hereunder. No such collection shall be construed to constitute a novation or a release of Tenant from the further performance of Tenant's obligations hereunder.

ARTICLE TWELVE - DEFAULTS AND REMEDIES

- 1. **Tenant's Covenants and Conditions.** Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Leased Premises is conditioned upon such performance. Time is of the essence in the performance by Tenant of all covenants and conditions.
- 2. Tenant Defaults. Each of the following shall be an event of default under this Lease:
 - A. Tenant shall abandon the Leased Premises;
 - B. Tenant shall fail to pay Rent or any other sum payable under this Lease within five (5) days after it is due;
 - C. Tenant shall fail to cease all conduct prohibited hereby immediately upon receipt of written notice from Landlord;
 - D. Tenant fails to take actions in accordance with the provisions of written notice from Landlord to remedy Tenant's failure to perform any of the non-monetary terms, covenants and conditions of this Lease;
 - E. Tenant fails to conduct business in the Leased Premises as herein required;
 - F. Tenant commits an act in violation of this Lease which Landlord has previously notified Tenant to cease more than once in any calendar year;
 - G. Tenant becomes bankrupt, insolvent, or files any debtor proceeding, takes or has taken against Tenant any petition of bankruptcy; takes action or has action taken against Tenant for the appointment of a receiver for all or a portion of Tenant's assets, files a petition for a corporate reorganization; makes an assignment for the benefit of creditors, or if in any other manner Tenant's interest hereunder shall pass to another by operation

of law (any or all of the occurrences in this subsection being deemed a default on account of bankruptcy for the purposes hereof and such default on account of bankruptcy shall apply to and include any guarantor of this Lease);

- H. Tenant commits waste to the Leased Premises;
- I. Tenant causes a lien or other involuntary encumbrance to be filed against Tenant's leasehold interest or the Leased Premises as a result of Tenant's actions or inactions, and is not bonded against or discharged within thirty (30) days thereafter; or,
- J. Tenant is otherwise in breach of Tenant's non-monetary obligations hereunder and shall not have cured such default within ten (10) days following written notice from Landlord.
- 3. Landlord's Remedies. On the occurrence of an event of default by Tenant, Landlord may, at any time thereafter, without limiting Landlord in the exercise of any right or remedy which Landlord may have:
 - A. To re-enter and remove all persons and property from the Leased Premises; such property shall become the property of the Landlord or Landlord may elect to store in a public warehouse, sidewalk, or elsewhere at the cost of and for the account and sole risk of Tenant without service of notice or resort to legal process; Tenant hereby indemnifies and holds Landlord harmless from any and all loss or damage which Tenant may incur by reason thereof;
 - B. Without terminating this Lease, to make such alterations and repairs as may be necessary to relet the Leased Premises, and relet the Leased Premises or any part thereof, as the agent of Tenant, under such terms and conditions as Landlord may deem advisable and Tenant shall pay all costs of such reletting including, but not limited to, the reasonable cost of any such alterations, repairs and physical improvements made to the Leased Premises, reasonable attorneys' fees, and reasonable brokerage commissions and any other costs reasonably associated with reletting the Leased Premises. Upon such reletting all rentals received by Landlord shall be applied, first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any loss and expenses of such reletting, including brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Tenant agrees to pay to Landlord monthly during the remainder of the Lease Term, and deficiency that may arise by reason of reletting. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach;
 - C. Terminate this Lease upon written notice to Tenant and this Lease shall be deemed to have been terminated as of the date set forth in such notice. In addition to any other available remedies, Landlord may recover from Tenant all damages it may incur by reason of such breach and termination, including all arrearages in Rent, costs, charges, Additional Rent, assessments, reimbursements for any free rent or construction

allowance paid to Tenant hereunder, the cost of recovering possession of the Leased Premises, reasonable attorney's fees and court costs, plus liquidated damages for failure of Tenant to observe and perform the covenants of this Lease equal to all the Rent and Additional Rent which shall become due for the remainder of the term of this Lease, discounted to present value using a percentage rate equal to five (5) percentage points in excess of the prime rate as published, or if Landlord has re-leased the Leased Premises, the deficiency, if any, between Tenant's Rental (and all other charges that otherwise would have become due hereunder) and the rental (less Landlord's costs and expenses including broker's commissions related thereto) obtained by Landlord for the balance of the term remaining under this Lease from any reletting of the Leased Premises, all of which amounts shall be immediately due and payable from Tenant to Landlord. In determining the Rent payable by Tenant subsequent to default, the Rent for the unexpired Term shall be the scheduled charges for Minimum Rent plus average annual Operating Expenses and Commencement Date to the date of default. Upon the acceleration of such amounts, Tenant agrees to pay the same at once, in addition to all Minimum Rent, Percentage Rent, if applicable, costs, charges, Additional Rent assessments, and reimbursements theretofore due; provided however, that such payment shall not constitute a penalty or forfeiture, but shall constitute liquidated damages for Tenant's failure to comply with the terms and provisions of this Lease (Landlord and Tenant agreeing that Landlord's actual damages in such event are impossible to ascertain and that the amount set forth above is a reasonable estimate thereof).

- D. **Bankruptcy.** If Landlord cannot terminate this Lease or Tenant's right of possession because of the application of bankruptcy or similar laws, then Tenant, as a debtor in possession or on behalf of any trustee for Tenant, shall: (i) within the statutory time, assume or reject this Lease and (ii) not seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord. In such event, Tenant or any trustee for Tenant may only assume this Lease if (A) it cures or provides adequate assurance that it will promptly cure any default hereunder, (B) it compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults, including without limitation accrued interest as set forth in Article Three, Paragraph 3, and attorneys' fees as a result of such default, and (C) it provides adequate assurance of performance during the Lease Term of all of the terms, covenants and provisions of this Lease to be performed by Tenant. In no event after the assumption of this Lease shall any thenexisting default remain uncured for a period in excess of the earlier of ten (10) days or the time period set forth herein. Adequate assurance of performance shall include, without limitation, adequate assurance (1) of the source of payment of Rent reserved hereunder, (2) that any Percentage Rent, if applicable, due hereunder will not decline from the levels anticipated, and (3) that the assumption of this Lease will not breach any provision hereunder.
- E. **Cumulative Remedies.** The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other rights or remedies which Landlord may be entitled to at law or in equity. The exercise of one or more rights or remedies of Landlord shall not impair Landlord's right to exercise any other right or remedy. In all

any breach by

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events, Landlord shall have the right, upon notice to Tenant, to cure any breach by Tenant, at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such costs and expenses plus fifteen percent (15%) as overhead, immediately upon demand. In the event Landlord institutes dispossessory proceedings or dispossesses or evicts Tenant by summary proceedings or otherwise, Landlord shall have either option to do and perform any one or more of the foregoing; in addition to, and not in limitation of, any remedy or right permitted it by law or in equity or by this Lease. Specifically, without limiting the foregoing, in the even Landlord institutes dispossessory proceedings or otherwise and/or re-enters and takes possession of the Leased Premises, Tenant shall remain liable for all rent (including Minimum Rent, and Additional Rent) and all other charges under the Lease for the remainder of the Lease Term.

ARTICLE THIRTEEN – LEGAL COSTS

- 1. Legal Proceedings. If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay an additional fifteen percent (15%) thereof as attorney's fees. Tenant shall also indemnify Landlord against and hold Landlord harmless from all costs, expenses, demands and liability, including without limitation, legal fees and costs, Landlord shall incur if Landlord shall become or be made a party to any claim or action (a) instituted by Tenant against any third party, or by any third party against Tenant, or by or against any person holding any interest under or using the Leased Premises by license of or agreement with Tenant; (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person; or (d) necessary to protect Landlord's interest under this Lease in a bankruptcy or similar proceeding. Tenant shall defend Landlord against any such claim or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs Landlord shall incur in any such claim or action.
- 2. Landlord's Consent. Tenant shall pay Landlord's reasonable fees and expenses, including, without limitation, legal, engineering and other consultants' fees and expenses, incurred in connection with Tenant's request for Landlord's consent under Article Eleven, Assignment and Subletting, or in connection with any other act by Tenant which requires Landlord's consent or approval under this Lease.

ARTICLE FOURTEEN – MISCELLANEOUS PROVISIONS

- 1. **Waiver and Subrogation.** Tenant hereby waives any claim which may arise in its favor against Landlord hereto arising out of this Lease for any loss or damage to any of its property located within upon or constituting a part of the Leased Premises.
- 2. **Mechanic's Lien.** Tenant shall have no authority, express or implied, to create or place any mechanic's or other lien or encumbrance of any kind or nature whatsoever upon, or in any manner to bind, the interest of Landlord in the Leased Premises or to charge the rentals payable

hereunder for any claim in favor of any person. Any such claim shall affect, and each such lien shall attach, if at all, only to the leasehold interest granted to Tenant by this instrument. Tenant shall payor cause to be paid all sums legally due and payable for any labor performed or materials furnished in connection with any work performed at Tenant's request on the Leased Premises on which any lien is or can be validly and legally asserted against its leasehold interest in the Leased Premises or the improvements thereon. Tenant will save and hold Landlord harmless from and against any and all loss, cost or expense, including court costs and reasonable attorney's fees, based on or arising out of claims or liens asserted against the leasehold estate or the right, title and interest of Landlord in the Leased Premises or under the terms of this Lease.

- 3. Bind and Inure; Limitation of Landlord's Liability. The obligations of this Lease shall run with the land, and this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No owner of the Leased Premises shall be liable under this Lease except for breaches of Landlord's obligations occurring while owner of the Leased Premises. The obligations of Landlord shall be binding upon the assets of Landlord which comprise the Leased Premises but not upon other assets of Landlord. No individual partner, trustee, stockholder, officer, member, director, employee, advisor, or beneficiary of either party or any partner, trustee, stockholder, officer, member, director, employee, advisor, or beneficiary of any of the foregoing, shall be personally liable under this Lease and Tenant shall look solely to Landlord's interest in the Leased Premises in pursuit of its remedies upon an event of default hereunder, and the general assets of Landlord, its partners, trustees, stockholders, members, officers, employees, advisors, or beneficiaries of any of the foregoing, shall not be subject to levy, execution or other enforcement procedure for the satisfaction of the remedies of Tenant.
- 4. **Severability.** A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision of this Lease, which shall remain in full force and effect
- 5. **Interpretation.** The captions contained herein are for Landlord's and Tenant's convenience only and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine, and neuter genders shall each include the other, in any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors, or others using the Leased Premises with Tenant's expressed or implied permission. This Lease shall not, and nothing contained herein, shall create a partnership or other joint venture between Landlord and Tenant.
- 6. **Binding Effect; Choice of Law.** This Lease shall bind any party who shall legally acquire any rights or interest in this Lease from Landlord or Tenant, provided that Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. The laws of the State of Georgia shall govern and control the construction and application of this Lease.

- 7. **Incorporation of Prior Agreements; Modifications.** This Lease is the only agreement between the parties pertaining to the lease of the Leased Premises and no other agreements shall be effective. All amendments to this Lease shall be in writing and signed by all parties.
- 8. **Waivers.** All waivers shall be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of Rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord. Landlord may, with or without notice to Tenant, negotiate such check without being bound by the conditions of such statement.
- 9. No Recordation. Tenant shall not record this Lease. Either Landlord or Tenant may require that a notice, short form or memorandum of this Lease executed by both parties be recorded. The party requiring such recording shall pay all transfer taxes and recording fees.
- 10. **Tenant Representations and Warranties.** As a material inducement to Landlord to enter into this Lease, Tenant (and, individually each party executing this Lease on behalf of Tenant), intending that Landlord rely thereon, represents and warrants to Landlord that:
 - A. Tenant and the party executing on behalf of Tenant are fully and properly authorized to execute and enter into this Lease on behalf of Tenant and to deliver this Lease to Landlord;
 - B. This Lease constitutes a valid and binding obligation of Tenant, enforceable against Tenant in accordance with the terms of this Lease;
- 11. Landlord Representations and Warranties. As a material inducement to Tenant to enter into this Lease, Landlord, intending that Tenant rely thereon, represents and warrants to Tenant that:
 - A. Landlord and the party executing on behalf of Landlord are fully and properly authorized to execute and enter into this Lease on behalf of Landlord and to deliver this Lease to Tenant;
 - B. This Lease constitutes a valid and binding obligation of Landlord, enforceable against Landlord in accordance with the terms of this Lease;
 - C. Landlord is duly organized municipality chartered under the laws of the State of Georgia and has full power and authority to enter into this Lease, to perform Landlord's obligations under this Lease in accordance with the terms of this Lease, and to transact business in the state in which the Leased Premises are located; and,
 - D. The execution of this Lease by the individual or individuals executing this Lease on behalf of Landlord, and the performance by Landlord of Landlord's obligation under this Lease, have been duly authorized and approved by all necessary corporate or partnership action, as the case may be, and the execution, delivery and performance of this Lease by Landlord is not in conflict with any third party's rights with respect to the Leased Premises or Landlord's limited liability company agreement, and other charters,

agreements, rules or regulations governing Landlord's business as any of the foregoing may have been supplemented or amended in any manner.

- 12. Force Majeure. If Landlord cannot perform any of its obligations due to events beyond Landlord's reasonable control, the time provided for performing such obligations shall be extended by a period of time equal to the duration of such events. Events beyond Landlord's reasonable control include, but are not limited to, acts of God, war, civil commotion, labor disputes, strikes, fire, flood, pandemics or other casualty, shortages of labor or material, government regulation or restriction and weather conditions.
- 13. **Survival.** All representations and warranties of Landlord and Tenant, and all obligations of Tenant shall survive the termination of this Lease.
- 14. **Examination of Lease.** Submission of this Lease to Tenant shall not constitute an option to lease, and this Lease shall not be effective until execution and delivery by both Landlord and Tenant.
- 15. Limitation of Warranties. Landlord and Tenant expressly agree that there are and shall be no implied warranties of merchantability, habitability, suitability, fitness for a particular purpose or of any other kind arising out of this Lease, and there are no warranties which extend beyond those expressly set forth in this Lease. Without limiting the generality of the foregoing, Tenant expressly acknowledges that Landlord has made no warranties or representations concerning any hazardous materials or other environmental matters affecting any part of the Leased Premises and Landlord hereby expressly disclaims and Tenant waives any express or implied warranties with respect to any such matters.
- 16. **No Broker.** Landlord and Tenant hereby represent each to the other that they have not disclosed this Lease or subject matter hereof to any real estate broker, agent or salesman so as to create any legal right or claim for a real estate commission or compensation with respect to the negotiation of this Lease. In the event that a Broker makes a claim for commission against either one of the parties, that party shall indemnify and hold harmless the other party from any costs involved in defending against said claim.
- 17. **Homestead.** Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord his homestead and exemption. All assignments and waivers hereunder shall be as to Tenant's homestead rights and exemptions in regards to the Leased Premises or property only, and shall not extend to any other interests or property of the Tenant. In the event either party initiates or institutes litigation in order to enforce any of the terms or provisions of this Lease, then in such event the prevailing party, as may be determined by a court of appropriate jurisdiction, shall be entitled to recover from the other party all of the prevailing party's reasonable attorney's fees and court costs incurred in the prosecution or defense of that action.
- 18. **No Estate in Land.** This contract shall create the relationship of Landlord and Tenant between Landlord and Tenant, no estate shall pass out of Landlord, Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except as indicated hereinabove.
- 19. **Rights Cumulative.** All rights, powers, and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive to those given by law. No right or remedy

granted to Landlord or Tenant herein is intended to be exclusive of any other right or remedy, and each and every right and remedy herein provided shall be cumulative and in addition to any other right or remedy hereunder, or now or hereafter existing at law or in equity or by statute.

- 20. Americans With Disabilities Act. Landlord warrants that the Leased Premises, if required by applicable law to do so, will comply with all requirements of the Americans with Disability Act of 1990) 42 U. S. C. Section 12101 et seq. as of the Commencement Date. Tenant agrees, at its sole cost and expense) to promptly comply with all requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101 et seq., as amended from time to time (the "Act"), required by changes to the Act or interpretations thereof after the Commencement Date, change in Tenant's specific use of the Leased Premises or changes to the Leased Premises made or requested by Tenant, and to promptly furnish to Landlord copies of all notices received by Tenant from time to time regarding compliance with the Act from any person whatsoever, including, without limitation, disabled persons, governmental agencies or federal or state courts; provided, however, that with regard to the initial construction of the Leased Premises, Landlord shall be responsible for complying with all aspects of Title III of the Act Sections 300-310 (and all rules and regulations promulgated hereunder) applicable to "commercial facilities" (as defined in the ADA)(I) pertaining to the removal of (a) architectural barriers; (b) communication barriers that are structural in nature, or (c) requiring that alterations to the exterior of the Leased Premises be readily accessible to and usable by individuals with disabilities.
- 21. Effect of Termination of Lease. No termination of this Lease prior to the normal ending thereto, by lapse of time or otherwise, shall affect Landlord's right to collect any amounts owing by Tenant to Landlord in accordance with the terms hereof.
- 22. Quiet Possession. Landlord warrants that Tenant, on paying the monthly rental installments and other payments provided for hereby and on keeping, observing and performing all other terms, conditions, and provisions herein contained on the part of the Tenant to be kept, observed and performed, shall during the full Lease term, peaceably and quietly have, hold and enjoy the Leased Premises for the full term of years in this Lease, subject to the terms, conditions and provisions hereof.
- 23. **Surrender of Leased Premises.** At termination of this Lease, Tenant shall surrender the Leased Premises and keys thereof to Landlord in the same condition as at commencement of term, damage as a result of insured casualties excepted, normal wear and tear excepted, and neglect or fault on the part of Landlord excepted.

24. Subordination.

A. This Lease and all of the rights of Tenant hereunder shall be subject and subordinate to the rights of any Deed to Secure Debt which may now or hereafter affect the Leased Premises. This clause shall be self-operative and no further instrument of subordination shall be required by such successor or such holder of a Deed to Secure Debt. Tenant shall execute promptly any certificate that Landlord may reasonably request to confirm such subordination.

- B. If Landlord elects to have this Lease superior to any applicable Deed to Secure Debt and its election is signified in some recorded instrument, then this Lease shall be superior to such Deed to Secure Debt, notwithstanding any other provisions hereof.
- C. Within fifteen (15) days after request therefor by Landlord, Tenant agrees to execute and deliver in recordable form, an estoppel certificate to any holder of a Deed to Secure Debt or proposed Deed to Secure Debt or proposed purchaser or to Landlord or to such other party as Landlord may request certifying (if such be the case) that this Lease is unmodified and in full force and effect (and if there has been modification, that the same is in full force and effect as modified and stating the modifications), that there are no defenses or offsets against the enforcement thereof known to Tenant or stating those claimed by Tenant, and stating the date to which rentals and other sums due hereunder are paid. Such certificate shall also include such other information as may be reasonably required or requested by Landlord's Lender. The failure by Tenant to respond to Landlord's request to deliver any such certificate within fifteen (15) days after request therefor shall be deemed to constitute the certification by Tenant that this Lease is in full force and effect and has not been modified except as may be represented by Landlord, that there are no defenses or offsets against the enforcement, and that Landlord is in full and timely compliance with all of its obligations thereunder. If Tenant fails to respond to Landlord's request to deliver such estoppel certificate within said fifteen (15) days, Tenant shall and does hereby irrevocably appoint Landlord as Tenant's attorney in fact to execute and deliver such certificate.
- D. Tenant shall, in the event of a sale of the Leased Premises by Landlord or in the event any proceedings are brought for the foreclosure of or in the event of the exercise of power of sale under any Deed to Secure Debt made by Landlord covering the Leased Premises, attorn to the purchaser at any such sale and recognize the purchaser as Landlord hereunder, provided that Tenant's possession and use of the Leased Premises shall not be disturbed.
- 25. Notice. Any and all notices, elections, demands, requests, and responses thereto permitted or required to be given under this Lease shall be in writing, signed by or on behalf of the party giving the same or by their attorney, and shall be deemed to have been properly given or served and shall be effective upon being personally delivered or upon being deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, to the other party at the address of such other party set forth in Article One of this Lease, or at such other address as such other party may designate by notice specifically designated as a notice of change of address and given in accordance herewith. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of occupying said Leased Premises, then such service or notice may be made by attaching the same on the main entrance to the Leased Premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from the Leased Premises.
- 26. **Time of Essence.** Time is of the essence of this Lease.

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

TENANT:

JOHNSTON INSTITUTE, INC. d/b/a/ THE MONROE COUNTRY DAY SCHOOL

	(S	SEAL)
By:		
Title:		

LANDLORD: THE CITY OF MONROE, GEORGIA

(SEAL)

By: John S. Howard Mayor

(SEAL)

Attest: Logan Propes City Administrator

Y:\Client Files\PLR\City of Monroe - 05.247.01\2020 Community Building lease\2020.05.07 lease FINAL updated.docx

Community Building Summary Sheet – 602 E. Church Street

Built in 1914 2.26 acre lot 9,792 square feet building (2-stories with basement) Rooms - 1 large auditorium, 1 large room, 5 small rooms, 4 restrooms, kitchen 45 parking spaces

RENTAL DATA

Rates: Small Room \$100.00, Large Room \$200.00, Auditorium \$250.00, Entire Building \$500.00

2018 Facility Rentals by private citizens – 46 room rentals, 8 entire building rentals (4 non-weekend rentals)

2019 Facility Rentals by private citizens – 43 room rentals, 3 entire building rentals (5 non-weekend rentals)

Conclusions from rental data: citizens show a need for smaller venues (less than 100 people) on weekends

FACILITY REVENUE/EXPENSE

	2018	2019	Proposed Lease Year 1
Rental Income	\$16,175.00	\$15,900.00	\$20,000.00
Maintenance*	-\$12,740.00	-\$17,053.00	\$ 0.00
Utilities**	-\$13,258.00	-\$13,395.00	\$ 0.00
TOTAL	-\$9,823.00	-\$14,548.00	\$20,000.00

*does not include staff hours or overtime

**city cost only, not customer rate

5-year projection with current use: -\$60,927.50

5-year projection with proposed lease use: \$210,000.00 + utilities revenue



To: City Council, Public Safety Committee

From: Chris Bailey, Assistant City Administrator

Department: Police

Date: 05/06/2020

Subject: Fire Alarm and Safety System

Budget Account/Project Name: Plaza Police Department Project

Funding Source: Project Budget Loan

Budget Allocation:	\$3,560,523.00	
Budget Available:	\$310,170.34	Since 1821
Requested Expense:	\$23,077.00	Company of Record: Place Services, Inc.

Description:

This item is to request approval of a change order to the Plaza Police Department project for the purchase and installation of a Fire Alarm and Safety System for the facility. This was one of the expected change orders for the project as the construction phase moved forward to adhere to local code requirements for the system. This system has been reviewed and approved by the local City of Monroe Fire Marshal office.

Background:

The City of Monroe is currently in the process of rehabilitating and converting an older grocery store building into the new Police Department and Municipal Court Building. This project should be complete later in 2020 and was awarded to Place Services, Inc.

Attachment(s):

Quote Sheet – 1 page



placeservicesinc.con	n		Office: (678) 8	80-4777 Fax:	(770) 479-6914
Project Name	: CITY OF MONROE PUBLIC SAFETY				
Location	: Monroe, ga	Estimator	: Mike Kipp		
Date	: April 15, 2020	E-mail	: mkipp@plac	eservicesinc	com
Addenda	: 0	Phone	: (678) 880-47	77 ext 169	
Fire A	Alarm PARTIAL Voice - Free Ran FP	LP - Currer	nt Print	тот	AL: \$23,077
	SCOPE OF WORK:				<u>Cost</u>
	Potter Fire Alarm Equiptment, including:			\$	23,077
	1 - FACP / IPA-4000,10A,6N,4IO				
	1 - UDACT / UD-2000				
	1 - Document Box				
	1 - Voice Panel PVX-25/4Z	Changed I	From Large Amp	, Backup, and	Remote Mic.
	1 - SolePath Cellular				
	5 - Battery /12V 8AH SLA				
	3 - DTK-120HWLOK (AC SURGE & BRK LO	CK)			
	1 - DTK-2MHLP24B (24V SURGE)				
	9 - Relay Module / PAD 100-RM				
	2 - Dual Input Module / PAD 100-DIM				
	1 - Dual Action Pull Station / PAD 100-PSDA				
	6 - DD Housing and Smoke Head - PAD100-I	DUCT			
	7 - DD Remote Test Station - PAD100-LEDK				
	6 - DD 5' Sampling Tube - STN-5				
	52 - Strobe White Wall / S-24WW				
	1 - 24VDC Bell				
	2 - Speakerstrobe White Wall / SPKSTR-24W	VLPW			
	20 - Hornstrobe White Wall / HS-24WW	Changed f	from Speaker Sti	robes to Horn a	Strobes.
	1 - Smoke Detector Head / PAD 100-PD	Changed f	from holding cell	detection rem	oved.
	1 - Standard 6" Base / PAD 100-6B				
	3 - FPLP 14/2 - CABLE				
	1 - FPLP 16/2 - CABLE				
	1 - FPLP 16/2 SHIELDED - CABLE	Changed of	due to not needir	ng for hornstro	bes.
	0.5 - 16/2 Direct Burial - CABLE				
	2 - AHJ Test				

\$ 23,077 Twenty Three Thousand Seventy Seven Dollars

QUALIFICATIONS:

Main cost changes shown in yellow are reductions from original estimate, also remove a power supply based on design.

No raceways, AC Power, Lifts, or Bonds included.

Duct Detectors to be mounted by HVAC and shunt wire provided to fire alarm.

No BDA/DAS Fire Fighter Radio Booster or Area of Rescue Intercom included.

Ref: Drawings - Dated 10-22-2019 PERMIT SET



To: City Council, Public Safety Committee

From: Chris Bailey, Assistant City Administrator

Department: Police

Date: 05/06/2020

Subject: Fire Protection Sprinkler System

Budget Account/Project Name: Plaza Police Department Project

Funding Source: Project Budget Loan

Budget Allocation:	\$3,560,523.00	
Budget Available:	\$310,170.34	Since 1821
Requested Expense:	\$60,675.00	Company of Record: Place Services, Inc.

Description:

This item is to request approval of a change order to the Plaza Police Department project for the purchase and installation of a Fire Protection Sprinkler System for the facility. This was one of the expected change orders for the project as the construction phase moved forward to adhere to local code requirements for the system. Pye Barker Fire & Safety provided the low bid to Place Services, Inc. for this portion of the project. This system has been reviewed and approved by the local City of Monroe Fire Marshal office.

Background:

The City of Monroe is currently in the process of rehabilitating and converting an older grocery store building into the new Police Department and Municipal Court Building. This project should be complete later in 2020 and was awarded to Place Services, Inc.

Attachment(s):

Quote Sheet – 1 page



Proposal

То:	Place Service, Inc.	Project:	City of Monroe Public Safety Complex
	201 Gateway Drive	0	140 Blaine St
	Canton, GA 30115		Monroe, GA 30655
Attn:	Todd Williams	Drawing #'s	2/13/2020
E-Mail:	twilliams@Placeservicesinc.com	& Dates:	
Phone:	404-955-5376	Addendum:	N/A
Fax:		Specifications:	NFPA 13

Subject to prompt acceptance within 30 days, we propose to furnish material and labor at the prices stipulated below:

Provide interior wet pipe fire protection sprinkler system work for the above referenced project based upon referenced drawings and specifications. Our scope of work starts at with a connection to an existing 6" fire sprinkler main inside the . This proposal includes providing one wet pipe system of upright type brass sprinkler heads with exposed piping system in areas of exposed construction without suspended ceilings, all rooms and areas with finished suspended ceilings will be provided with pendent semi recessed type sprinkler heads with concealed piping system. Institutional heads shall be provided in holding cells. Sprinkler system shall be designed for a light hazard occupancy .10/1500. Storage & mechanical rooms shall be designed for ordinary hazard. All new piping to be black steel. Groove piping to be Schedule 10 & threaded piping to be schedule 40. All work under this proposal shall comply with code requirements of NFPA No. 13 and will be subject to approval by the local fire marshal. This price is contingent upon receiving all necessary CAD files, and one full set of current reference drawings.

Our scope of work and price excludes all exterior canopies/walkways, freeze protection for wet pipe system, painting and/or preparation of piping system for painting, electrical fire alarm system and/or any electrical work, fire extinguishers, backflow preventer.

Total Price= \$60,675.00

The undersigned accepts this Proposal and the attached Terms and Conditions as a binding contract.

CUSTOMER:	Place Service, Inc.	SELLER:	Pye-Barker Fire & Safety LLC
NAME:	Todd Williams	NAME:	John Cheek - cheekj@pyebarkerfire.com
SIGNATURE:		SIGNATURE:	John Cheek
TITLE:		TITLE:	Sales Representative
DATE:		DATE:	04/10/20



To: City Council, Public Safety Committee

From: Chris Bailey, Assistant City Administrator

Department: Police

Date: 05/06/2020

Subject: Door Security and Entry System

Budget Account/Project Name: Plaza Police Department Project

Funding Source: Project Budget Loan

Budget Allocation:	\$3,560,523.00	
Budget Available:	\$310,170.34	Since 1821
Requested Expense:	\$47,458.60	Company of Record: BadgePass / Horizon

Description:

This item is to request approval of a change order to the Plaza Police Department project for the purchase and installation of a Door Security and Entry System for the facility. This was one of the expected change orders for the project as the construction phase moved forward to determining the layout of the system. BadgePass / Horizon is the same system used at other facilities around the City of Monroe and will allow for system matching at the Police Building for control.

Background:

The City of Monroe is currently in the process of rehabilitating and converting an older grocery store building into the new Police Department and Municipal Court Building. This project should be complete later in 2020 and was awarded to Place Services, Inc.

Attachment(s):

Quote Sheet – 1 page



1645 Lakes Parkway Suite H Lawrenceville, GA 30043 (770) 338-9449 ofc (770) 338-5961 fax

ropos

83

email: marc@horizonsecurity.net

Comp	-	City of Monroe 215 N Broad Street				Date Phone Contact	4/15/2020 (678) 614-0115 Chad Gravette	
C	City	Monroe S	State (GA	Zip 30655	Job	New PD	
		Monroe S	escripti upply upply ard eader		Zip 30655	11	New PD Unit Price 1,288.00 960.00 283.18 238.38 76.78 555.17 294.40 108.78 275.18 1.20 99.18 11.18	Ext Price 1,288.00 7,680.00 566.36 476.76 307.12 1,110.34 5,004.80 217.56 275.18 3,600.00 1,487.70 234.78 - - - - - - - - - - - - -
							Materials Labor	22,248.60 25,000.00
							Tax Grand Total	- 47,458.60

We propose to furnish all necessary materials, equipment and labor necessary for a complete installation as described above, for the sum of:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our technicians are fully covered by Workman's Compensation Insurance.

Forty seven thousand four handred fifty eight dollars and 60/100

\$47,458,60

Net 30 Terms:

1.5% Finance Charge will be applied after 30 days.

Authorized Horizon Electronic Security System Signature

Note: This proposal may be withdrawn by Horizon Electronic Security if not accepted within 60 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Horizon Electronic Security is authorized to complete the work as specified. Payment will be made as outlined above:

Authorized Signature of acceptance:

Date: __



To: Public Works Committee

From: Logan Propes, City Administrator

Department: Administration

Date: 5-12-2020

Subject: Church Street Landscaping - Change Order #1

Budget Account/Project Name: 19-040 TrafficCalm

Funding Source: SPLOST 2019

Budget Allocation:	\$250,000.00	Original allocation
Budget Available:	\$7,506.87	After original bid award Since 1821
Requested Expense:	\$66,119.26	Company of Purchase: Tri-Scapes, Inc.

Description:

Approval of the Change Order #1 to Tri-Scapes, Inc. in the amount of \$66,119.26 for landscaping package and higher curbing on the Church St. section of the traffic calming project.

Background:

As requested in the March, 2020 Council meeting, staff and engineers worked on finding solution to lessen the visual impact of median islands for traffic calming and to add additional safety in higher header curbing and different signs in the median island locations. This change order also includes a slight movement of one speed table on Davis St. near the new development to make room for the mailbox kiosk.

The landscaping package will add beauty to the area, create additional visual friction to further deter speeding, and add safety with the higher curbing in some sections.

The original budget of \$250,000 is was estimated current year budget for this project. There are additional SPLOST 2019 funds available to complete this project and change order.

Attachment(s):

Change order #1



Date of Issuance:	Effective I	Date:
Project: Church Street and Davis Street Traffic Calming	Owner: City of Monroe	Owner's Contract No.:
Contract: Church Street and Davis	Street Traffic Calming	Date of Contract:
Contractor: Tri Scapes, Inc.		Engineer's Project No.: 190170.00

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

The Project will now include landscaping, higher header curbs, and different signs at all median island locations and one updated speed table location. The added and updated items and unit prices are included in the attached table.

Attachments (list documents suppo	orting change):		
Table 1 – Adjusted Quantities Construction Plan Set including Char	nge Order 1 revisions		
CHANGE IN CONTRACT PI	RICE: CHANGE I	N CONTRACT TIMES:	
Original Contract Price:	Original Contract Times: Working days Calendar days Substantial completion (days or date): 90		
<u>\$222,444.50</u>	Ready for final payment		
Increase of this Change Order:	Increase of this Change O	rder:	
	Substantial completion ((days or date): 0	
\$66,119.26	Ready for final payment	(days or date): <u>0</u>	
Contract Price incorporating this Cha Order:	nge Contract Times with all ap Substantial completion (
<u>\$288,563.76</u>	-	t (days or date): 120	
RECOMMENDED:	ACCEPTED:	ACCEPTED:	
By:	By:	By:	
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Date:	Date:	Date:	
Approved by Funding Agency (if app			
		Date:	

CHANGE ORDER 1 PRICE UPDATES

CITY OF MONROE

CHURCH STREET AND DAVIS STREET TRAFFIC CALMING

TRI-SCAPES, INC.

PROJECT NO. 191070

CHANGE ORDER 1 AMOUNT:

ltem No.	Description	Quantity Change	Unit	U	nit Price	Total Price
441-5002	CONCRETE HEADER CURB, 6 IN, TP 2	-1200	LF	\$	6.00	\$ (7,200.00)
441-5003	CONCRETE HEADER CURB, 8 IN, TP 2	1135	LF	\$	13.04	\$ 14,800.40
441-5003	CONCRETE HEADER CURB, 4 IN, TP 9	65	LF	\$	14.42	\$ 937.30
636-1033	HIGHWAY SIGNS, TP 1 MATL, RELF SHEETING, TP 9	60	SF	\$	25.00	\$ 1,500.00
636-1036	HIGHWAY SIGNS, TP 1 MATL, RELF SHEETING, TP 11	-60	SF	\$	24.00	\$ (1,440.00)
702-0529	LAGERSTROEMIA FAUREI- SIOUX	34	EA	\$	426.75	\$ 14,509.50
702-0724	PENNISETTUM ORIENTALE- KARLEY ROSE	527	EA	\$	37.94	\$ 19,994.38
702-0560	LIRIOPE MUSCARI 'BIG BLUE'	1139	EA	\$	12.57	\$ 14,317.23
702-9025	LANDSCAPE MULCH - LONG LEAF PINE STRAW	2677	SF	\$	0.30	\$ 803.10
702-9025	LANDSCAPE MULCH - NORTHEAST RIVER JACK	1615	SF	\$	4.89	\$ 7,897.35

Total \$ 66,119.26

DAVIS STREET	10	C	TY C PL PL T S T K
SHEET ID.	SHEET INDEX DESCRIPTION		
A TO B C D TO L	COVER SHEET GENERAL NOTES CONSTRUCTION PLAN- CHURCH STF CONSTRUCTION DETAILS- CHURCH		
M N O GDOT STD. 9032B GDOT DTL. D-24A GDOT DTL. T-01	CONSTRUCTION PLAN- DAVIS STRE CONSTRUCTION DETAILS- DAVIS S LANDSCAPING DETAIL - CHURCH ST CONCRETE CURB AND GUTTER, CON TEMPORARY SILT FENCE (SHEET I SIGN PLATES (01/00)	ET SPEED TABLES STREET SPEED TABLES REET MEDIAN ISLANDS ICRETE CURBS, CONCRETE	
GDOT DTL. T-02 GDOT DTL. T-03A GDOT DTL. T-14 GDOT DTL. T-15C	DETAILS FOR TYPICAL FRAMING (TYPE 7,8, & 9 SQUARE TUBE POS DETAILS OF PAVEMENT MARKING F DETAILS OF RAISED PAVEMENT MA	ST INSTALLATION DETAIL HATCHING (II/08)	(07/02)
INDICATED THEREBY, WHETHER BY FIELD INVESTIGATIONS AND ARE BU SAME ARE SHOWN AS INFORMATION	THER INFORMATION SHOWN ON THESE PLANS OR IN AND DRAWINGS OR NOTES, OR IN ANY OTHER MANNER, ARE ELIEVED TO BE INDICATIVE OF ACTUAL CONDITIONS. HOW ONLY, ARE NOT GUARANTEED, AND DO NOT BIND THE THE ATTENTION OF BIDDER IS SPECIFICALLY DIRECTED 4.03 OF THE SPECIFICATIONS.	BASED UPON VEVER. THE DEPARTMENT	

CITY OF MONROE, GEORGIA

PLAN OF PROPOSED JRCH STREET AND DAVIS STREET TRAFFIC CALMING K&W PROJECT NO.190170

THIS PROJECT HAS BEEN PREPARED USING THE HORIZONTAL GEORGIA COORDINATE SYSTEM OF 1984 (NAD 1983)/94 WEST ZONE, AND THE NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988.

Project No. 190170
130110



3090 Premiere Parkway, Suite 200

Duluth, GA 30097 (678) 417-4000 ke

keckwood.com



PREPARED BY:

Bryan Sartin, P.E. KECK & WOOD, INC.

PLANS COMPLETED 01-21-2020	
REVISIONS	
4/20/2020 - Added landscaping, updated curb	
type and dimensions and updated signs at all median	
island locations. Updated location of speed table 2	
	DRAWING No.
	1

	I. ALL WORK TO BE IN ACCORDANCE WITH THE DEPARTMENT OF TRANSPORTATION OF GEORGIA STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF TRANSPORTATION SYSTEMS, 2013 EDITION AND SUPPLEMENTS THERETO, AS APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION.
	2. THE CONTRACTOR SHALL BID ON GRADING COMPLETE LUMP SUM AND IT SHALL BE THEIR RESPONSIBILITY TO DETERMINE THE ACTUAL EARTHWORK QUANTITY TO BE GRADED. CLEARING AND GRUBBING ON THIS PROJECT IS LIMITED TO THE ACTUAL CONSTRUCTION LIMITS UNLESS DIRECTED BY THE ENGINEER. COST FOR CLEARING AND GRUBBING SHALL BE INCLUDED IN THE PRICE BID FOR GRADING COMPLETE - LUMP SUM.
	3. THE CONTRACTOR SHALL STRICTLY ADHERE TO DUST CONTROL REGULATIONS. ALL AREAS SUBJECTED TO DUST FORMATION MUST BE PERIODICALLY WATERED SUFFICIENTLY TO RETARD DUST. ALL COST FOR DUST CONTROL SHALL BE INCLUDED IN PRICE BID FOR GRADING COMPLETE - LUMP SUM.
	4. INGRESS AND EGRESS SHALL BE MAINTAINED AT ALL TIMES TO ADJACENT PROPERTIES. REFER TO SUB-SECTION 107.07 OF THE GDOT STANDARD SPECIFICATIONS.
	5. IT SHALL BE THE CONTRACTOR'S RESPONSIILITY TO FURNISH SUITABLE BORROW MATERIAL FOR THE PROJECT AND DISPOSE OF ANY UNSUITABLE OR WASTE MATERIAL.
	6. WHERE WET SUBGRADE IS ENCOUNTERED AND WHERE IDENTIFIED BY THE ENGINEER, UNDER DRAIN PIPE WITH THE DRAINAGE AGGREGATE SHALL BE PLACED AS DIRECTED BY THE ENGINEER TO AID IN DE-WATERING THE SUBGRADE.
	7. AGGREGATE SURFACE COURSE FOR TEMPORARY DRIVEWAYS, INCLUDING MATERIAL HAUL AND PLACEMENT SHALL BE USED AT THE ENGINEER'S DIRECTION TO FACILITATE THE MOVEMENT OF LOCAL TRAFFIC THROUGH THE CONSTRUCTION AREA DURING INCLEMENT WEATHER, WHEN USED FOR THIS PURPOSE. SECTION 318 OF THE GDOT STANDARD SPECIFICATIONS IS MODIFIED TO PERMIT TRUCK DUMPING ON UNPREPATED WET, MUDDY SUBRADE, SECTION 218 IS FURTHER MODIFIED TO PERMIT THE USE OF CRUSHER STONE AS DESCRIBED IN SECTION 318.02. THE CONTRACTOR WILL HAVE THE USE OF THE FOLLOWING MATERIALS:
	A. GRADED AGGREGATE, ARTICLE 815.2.01 B. COURSE AGGREGATE, SIZE 467, ARTICLE 800.2.01 C. STABILIZED AGGREGATE, TYPE I, OR II, SECTION 803.2.01 OR 803.2.02 D. CRUSHED STONE, ARTICLE 806.2.02
	8. A NOTICE OF INTENT IS NOT REQUIRED ON THIS PROJECT.
	9. ADJUSTMENT OF GROUND UTILITIES TO FINISHED GRADE (I.E WATER VALVES) SHALL BE INCLUDED IN THE PRICE BID FOR GRADING COMPLETE- LUMP SUM.
	10. ALL SILT FENCES MUST BE PLACED AS ACCESS IS OBTAINED DURING CLEARING. NO GRADING SHALL BE DONE UNTIL SILT FENCE INSTALLATION IS COMPLETE. IT IS THE CONTRACTOR'S REPONSIBILITY TO MAINTAIN ALL SILT FENCES AND TO REPAIR OR REPLACE ANY SILT FENCE THAT IS NOT SATISFACTORY. EROSION CONTROL CHECK DAMS OR FLTER RINGS SHALL BE PLACED IMMEDIATELY AFTER DRAINAGE STRUCTURES ARE IN PLACE. ALL EROSION CONTROL DEVICES SHALL BE PLACED ACCORDING TO THE PLANS AND AS DIRECTED BY THE ENGINEER. SEE THE GA DOT STANDARD STANDARD SPECIFICATIONS REGARDING THE EROSION CONTROL AND THE MANUAL FOR EROSION AND SEDIMENT CONTROL BY G.S.W.C.C. THE CONTRACTOR SHALL BE RESPONSIBLE FOR KEEPING WETLAND AREAS FREE FROM SILTATION. THE CONTRACTOR SHALL OBTAIN AND ABIDE BY ALL CORPS OF ENGINEERS RULES AND REGULATIONS CONCERNING CONSTRUCTION ADJACENT TO WATERWAYS AND MAINTAIN WATER QUALITY.
	11. WHERE EXISITING PAVEMENT MARKINGS AND LINES ARE IN CONFLICT WITH THE TRAFFIC PATTERN BEING USED ON CONSTRUCTION, THE CONTRACTOR SHALL REMOVE OR OVERLAY LINES TO THE SATISFACTION OF THE ENGINEER SUCH THAT THE LINES DO NOT CONFUSE THE TRAVELING PUBLIC. ALL REMAINING LINES OR MARKINGS SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION, OR AS DIRECTED BY THE ENGINEER. TRAFFIC SHALL NOT BE ALLOWED ON ANY PAVEMENT NOT PROPERLY STRIPED.
-	
10/23/2015 GPLN	

- 12. THE CONTRACTOR WILL BE RESPONSIBLE FOR PREPARING A TRAFFIC CONTROL PLAN SHOWING THE PROPOSED MEASURES TO MANAGE TRAFFIC DURING CONSTRUCTION ACTIVITIES. THE PLAN SHALL CONFORM TO THE 2009 MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND GEORGIA DOT SPECIFICATION 150. ANY LANE CLOSURES MUST BE APPROVED BY AND COORDINATED WITH THE GEORGIA DOT AREA ENGINEER. LANE CLOSURES WILL REQUIRE PROPER LANE TAPERS AND ADVANCE WARNINGS PER GEORGIA DOT STANDARDS.
- 13. PRICE BID FOR TRAFFIC CONTROL LUMP SUM SHALL INCLUDE, BUT IS NOT LIMITED TO CONSTRUCTION, MAINTENANCE, AND REMOVAL OF TEMPORARY SIGNING AND PAVEMENT MARKINGS, BARRICADES, CHANNELIZING DEVICES ETC. REQUIRED FOR MAINTENANCE OF TRAFFIC DURING CONSTRUCTION. ALL TEMPORARY SIGNING AND PAVEMENT MARKING SHALL BE IN ACCORDANCE WITH THE UNIFORM TRAFFIC CONTROL DEVICES LATEST EDITION AND/OR AS DIRECTED BY ENGINEER.
- 14. THE CONTRACTOR SHALL ENSURE THAT POSITIVE AND ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES WITHIN THE PROJECT LIMITS. THIS MAY INCLUDE, BUT IS NOT LIMITED TO, REPLACEMENT OR RECONSTRUCTION OF EXISTING DRAINAGE STRUCTURES THAT HAVE BEEN DAMAGED OR REMOVED OR REGRADED AS REQUIRED BY THE ENGINEER, EXCEPT FOR THOSE DRAINAGE ITEMS SHOWN AT SPECIFIC LOCATIONS IN THE PLANS AND HAVING SPECIFIC PAY ITEMS IN THE DETAILED ESTIMATE. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COST INCURRED TO COMPLY WITH THIS REQUIREMENT.
- 15. EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO OR CONCURRENT WITH LAND DISTURBANCE ACTIVITIES AND SHALL BE MAINTAINED AT ALL TIMES. ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES SHALL BE INSTALLED IF DEEMED NECESSARY BY THE ON SITE INSPECTION OR AS DIRECTED BY THE ENGINEER.
- 16. CONSTRUCTION LAYOUT WILL BE REQUIRED BY THE CONTRACTOR. ALL COST FOR THIS ITEM WILL BE INCLUDED IN THE PRICE BID FOR OTHER CONTRACT ITEMS.
- 17. TYPE OF GRASS OR SOD USED ON THIS PROJECT WILL BE REQUIRED TO MATCH ANY TYPE OF GRASS OR SOD WHICH MAY BE PLANTED AND GROWING ON THE ADJACENT LAWN. I.E. BERMUDA SOD FOR BERMUDA SOD, ZOYSIA FOR ZOYSIA ETC. IT SHALL BE THE CONTRACTORS RESPOSIBILITY TO RETURN TO EXISTING CONDITION ANY GRASSED AREA THAT WAS DAMAGED DURING CONTRUCTION. NO SEPARATE PAYMENT WILL BE MADE FOR ANY COST INCURRED TO COMPLY WITH THIS REQUIREMENT.
- 18. ALL EXISTING DRAINAGE STRUCTURES AND PIPES ARE TO REMAIN IN PLACE, UNLESS OTHERWISE NOTED IN THE CONSTRUCTION PLANS.
- 19. ALL BORROW AND WASTE SITES FOR THIS PROJECT SHALL BE ENVIRONMENTALLY APPROVED PRIOR TO CONSTRUCTION ACTIVITES OCCURING IN THEM. ALL COMMON FILL OR EXCESS MATERIAL DISPOSED OUTSIDE THE PROJECT RIGHT OF WAY SHALL BE PLACED IN EITHER A PERMITTED SOLID WASTE FACILITY, A PERMITTED INERT WASTE LANDFILL OR IN AN ENGINEERED FILL. SEE SECTION 201 OF THE STANDARD SPECIFICATION AND SUPPLEMENTS THERETO FOR ADDITIONAL INFORMATION.
- 20. THERE IS NO KNOWN SUITABLE PLACE TO BURY EXISTING CONSTRUCTION DEBRIS WITHIN THE PROJECT'S LIMITS. THE CONTRACTOR SHALL PROVIDE AN ENVIRONMENTALLY APPROVED SITE AS SHOWN IN GA. SPECIFICATION 201 TO DISPOSE OF EXISTING CONSTRUCTION DEBRIS AT NO ADDITIONAL COST TO THE CITY OF MONROE.
- 21. THE CONTRACTOR SHALL ENSURE THAT NO CONSTRUCTION-RELATED ACTIVITIES (SUCH AS USE OF EASEMENTS, STAGING, CONSTRUCTION, VEHICULAR USE, BORROW OR WASTE ACTIVITIES, SEDIMENT BASINS TRAILER PLACEMENT, ETC.) OCCUR UNDER THE DRIP LINE OF EXISTING TREES IN THE RIGHT OF WAY. THIS DOES NOT APPLY TO TREES WITHIN THE CONSTRUCTION LIMITS OR LIMITS OF DISTURBANCE THAT WILL BE REMOVED OR DESTROYED TO ALLOW FOR CONSTRUCTION.





	Project No.
	190170



Know what's DClOW. Call before you dig.

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REVISION DATES	C T \	OF MONROE, GEORG	ΙΑ		
	CHURCH	GENERAL NOTES CHURCH STREET AND DAVIS STREET TRAFFIC CALMING			
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I. ALL STANDARD HIGHWAY SIGNS SHALL BE FABRICATED AND ERECTED IN ACCORDANCE WITH THE DETAILS SHOWN IN THE PLANS, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, AND THE GEORGIA SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND/OR SPECIAL PROVISIONS. 2. SIGN ERECTION STATIONS ARE APPROXIMATE AND MAY BE ADJUSTED TO MEET FIELD CONDITIONS WHERE NECESSARY, BUT SHALL BE WITHIN THE LIMITATIONS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION. NO SIGN LOCATION SHALL BE CHANGED BY THE CONTRACTOR OR BY THE PROJECT ENGINEER WITHOUT PRIOR APPROVAL FROM THE OFFICE OF TRAFFIC OPERATIONS. 3. ALL STANDARD HIGHWAY SIGNS SHALL BE ERECTED AT A HEIGHT OF 7 FEET ABOVE THE NORMAL EDGE OF PAVEMENT TO THE BOTTOM OF THE SIGN OR ASSEMBLY. 4a. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON INTERSTATE HIGHWAYS SHALL BE 32 FEET FROM THE NORMAL EDGE OF PAVEMENT TO THE NEARER EDGE OF THE SIGN(S), UNLESS SPECIFIED OTHERWISE IN THE PLANS. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON RAMPS SHALL BE 2 FEET FROM THE NORMAL EDGE OF PAVED SHOULDER, OR EDGE OF GRADED SHOULDER WHEN PRESENT. 4b. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS ON ALL OTHER ROADWAYS SHALL BE 6 FEET FROM THE EDGE OF THE PAVED SHOULDER OR 12 FEET FROM THE NORMAL EDGE OF PAVEMENT TO THE NEARER EDGE OF THE SIGN(S). WHICHEVER IS GREATER. THE HORIZONTAL CLEARANCE IN NON-MOUNTABLE CURB SECTIONS SHALL BE AT LEAST 2 FEET FROM THE CURB FACE TO THE NEARER EDGE OF THE SIGN(S). 4c. HORIZONTAL CLEARANCE FOR STANDARD HIGHWAY SIGNS MOUNTED BEHIND GUARD RAIL SHALL BE 6 FEET FROM THE FACE OF THE GUARD RAIL TO THE NEARER EDGE OF THE SIGN(S). 5. SINGLE PLATE, HORIZONTAL RECTANGULAR SIGNS OVER 48 INCHES IN WIDTH SHALL BE MOUNTED ON TWO POSTS WITH 2 EACH 2 INCH x 1/2 INCH x (WIDTH OF SIGN) ALUMINUM OR GALVANIZED STEEL STRAPS. THE STRAPS SHALL BE FLUSH WITH THE BACK OF THE SIGN WITH ONE EACH ACROSS THE TOP AND BOTTOM OF THE SIGN. THE CENTERLINE OF EACH POST SHALL BE INSET I/6TH OF THE SIGN WIDTH FROM THE EDGE OF THE SIGN. SIGN PLATE BOLT HOLES SHALL BE 🔏 INCH DIAMETER, DRILLED OR PUNCHED, AS SHOWN ON THE SIGN PLATE DETAILS. 6. EACH 42 OR 48 INCH WIDE x 18 OR 24 INCH HIGH SIGN REQUIRES ONE 2 INCH x '% INCH x (WIDTH OF SIGN) ALUMINUM OR GALVANIZED STEEL STRAP LOCATED IN THE CENTER OF THE SIGN AND FLUSH WITH THE BACK OF THE SIGN. THE CITY OF

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GENERAL NOTES - STANDARD SIGNS

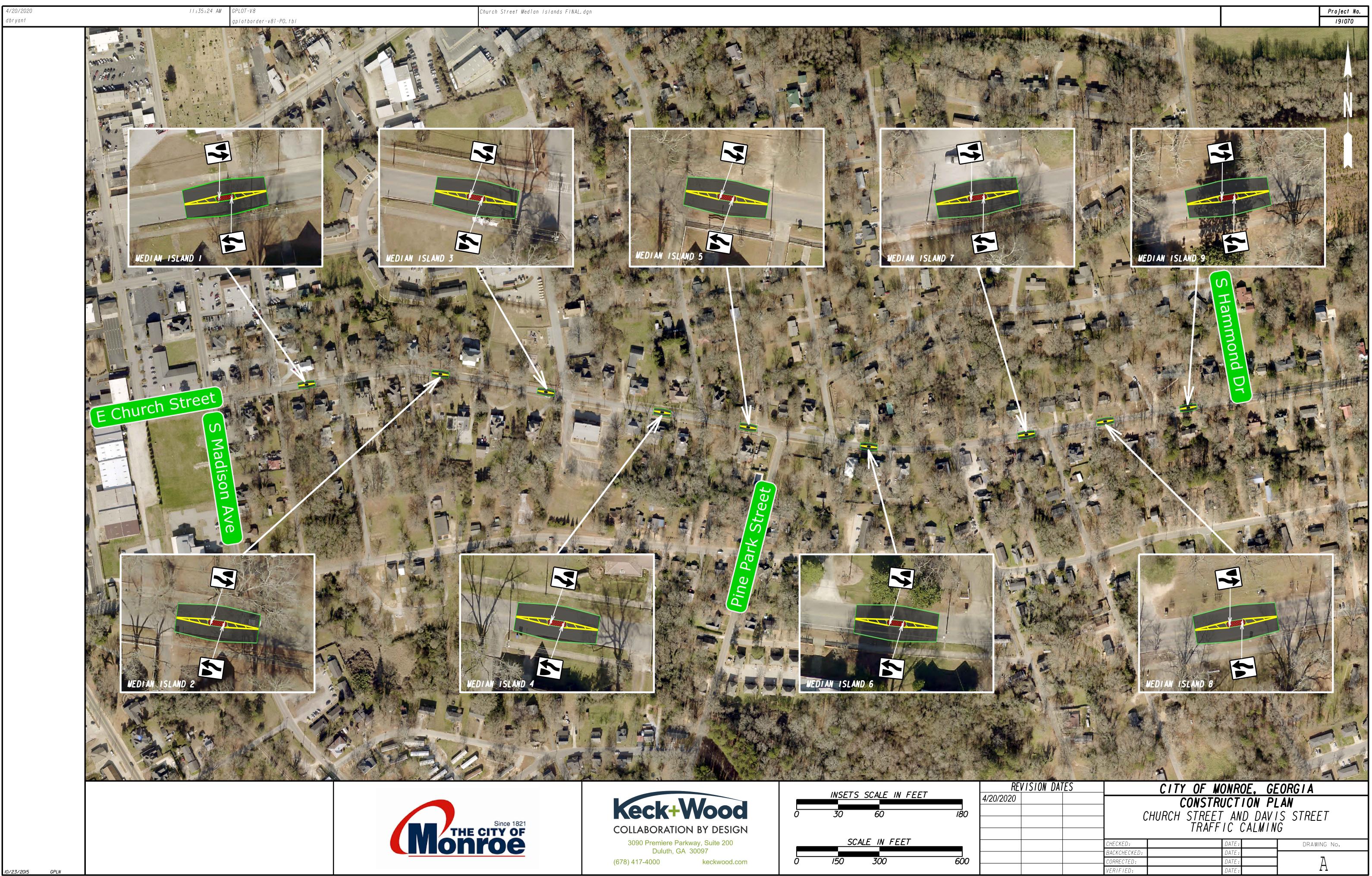
- 7. SIGN ASSEMBLIES SHALL BE MOUNTED ON ALUMINUM OR GALVANIZED STEEL STRAP FRAMES. FOR DETAILS AND STRAP SPECIFICATIONS REFER TO SIGN ASSEMBLY-TYPICAL FRAMING DETAILS.
- 8. TYPE 9 (VERY HIGH INTENSITY) REFLECTIVE SHEETING SHALL BE USED FOR ALL STANDARD HIGHWAY SIGNS REQUIRING REFLECTORIZED BACKGROUNDS EXCEPT AS SPECIFIED BELOW OR SPECIFIED OTHERWISE IN THE PLANS. EITHER CLASS I OR CLASS 2 ADHESIVE BACKING IS PERMISSIBLE.
- 9. TYPE II (VERY HIGH INTENSITY) REFLECTIVE SHEETING SHALL BE USED FOR ALL RED SERIES SIGNS (RI-I, RI-2, RI-3P, R5-I, R5-IA, R5-IB).
- IO. TYPE II (VERY HIGH INTENSITY) FLUORESCENT YELLOW REFLECTIVE SHEETING SHALL BE USED FOR ALL WARNING SIGNS.
- II. TYPE II (VERY HIGH INTENSITY) FLUORESCENT YELLOW GREEN REFLECTIVE SHEETING SHALL BE USED FOR SCHOOL ZONE (SI-I, S2-I, S3-I, S4-3, AND THE TOP PORTION OF THE S5-I) SIGNS. ALL REGULATORY SIGNS WITHIN THE SCHOOL ZONE SHALL HAVE TYPE 9 (VERY HIGH INTENSITY) REFLECTIVE SHEETING.
- 12. A 1/2 INCH MINIMUM AIR SPACE SHALL BE REQUIRED BETWEEN ALL SIGN PLATES WITHIN AN ASSEMBLY.
- 13. WHERE SIGNS WITHIN AN ASSEMBLY EXTEND BELOW THE STANDARD MOUNTING HOLES ON THE POST(S), ADDITIONAL ¾ INCH DIAMETER HOLE(S), DRILLED OR PUNCHED. SHALL BE REQUIRED TO PROPERLY MOUNT THE ASSEMBLY.
- 14. INTERSTATE SHIELDS SHALL CONTAIN THE WORD GEORGIA. ALL INTERSTATE, U.S., AND GEORGIA SHIELDS REQUIRING ALT. BUS. CONN. LOOP. OR SPUR SHALL USE 4 INCH SERIES "D" LETTERS. REFER TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION, FOR DETAILS.
- 15. FOR DETAILS OF SPECIAL DESIGN HIGHWAY SIGNS, SEE DETAILS OF MISCELLANEOUS SIGNS.
- 16. REFER TO PLAN SHEETS FOR LOCATION OF THE DISTRICT ENGINEERS OFFICE TO BE SHOWN ON ALL R552-1 (LIMITED ACCESS) SIGNS IN THIS PROJECT, IF ANY.
- 17. THE CONTRACTOR WILL, AS REQUESTED BY THE DISTRICT TRAFFIC OPERATIONS ENGINEER, BE REQUIRED TO REMOVE ANY EXISTING SIGNS THAT ARE DUPLICATED OR ARE CONTRARY TO THESE SIGN PLANS.

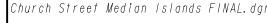




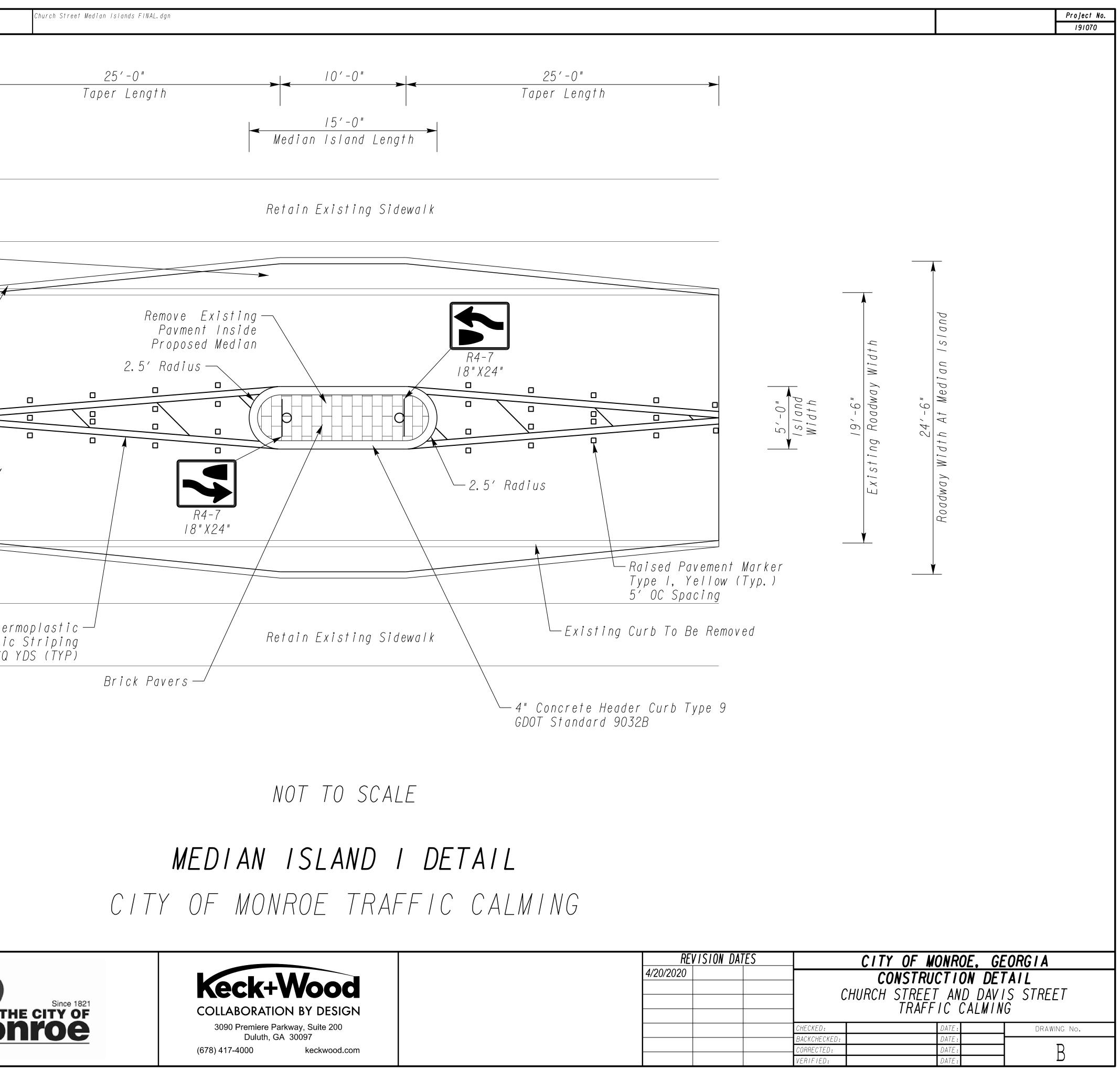
Project No. 190170

REVISION DATES		CITY OF MONROE, C	GEORG I A
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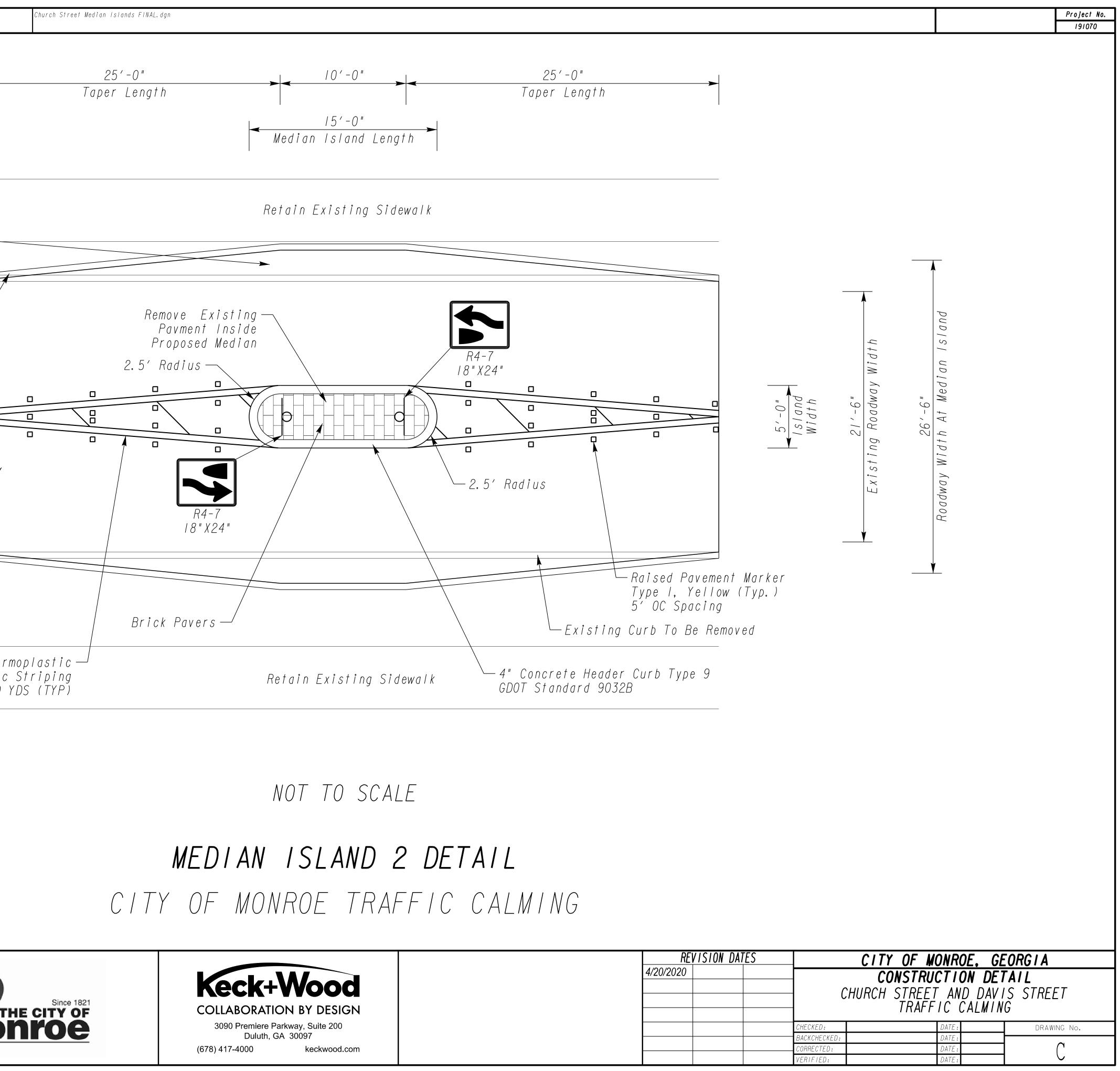
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	Area Outside of Existing Pavement To Be Full Depth
	Concrete Base With Asphalt Surface Course
	(RECYCLED ASPH CONC 12.5 MM /
	SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME)
	8" Concrete Header Curb Type 2 —/ GDOT Standard 9032B
	Existing Asphalt To Be —/ Milled And Inlayed
	(RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL
	BITUM MATL & H LIME)
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	Traffi 8.25 SQ
10/23/2015 GPLN	







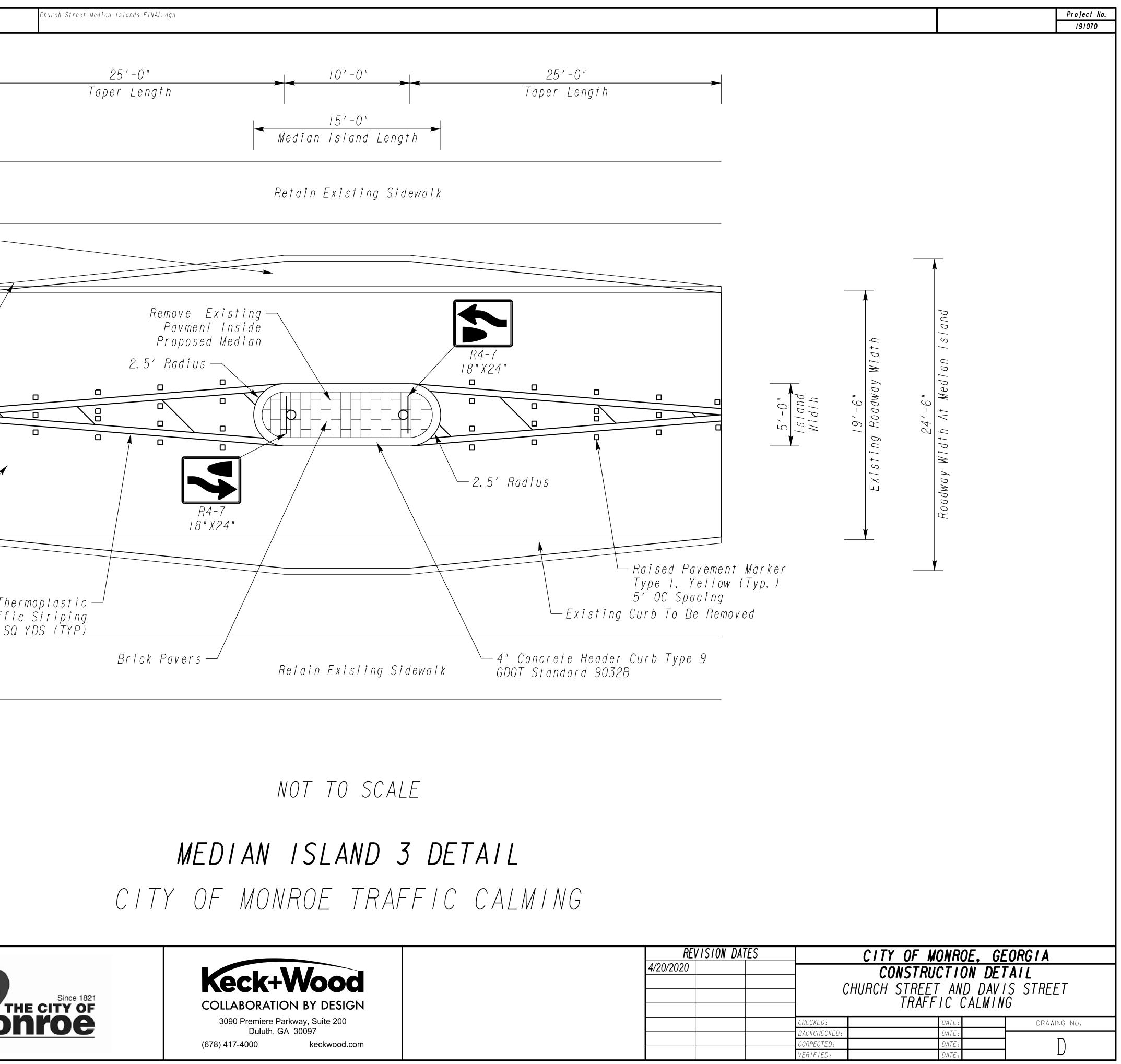
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	BITUM MATL & H LIME)
	8" Concrete Header Curb Type 2
	GDOT Standard 9032B ■
	Existing Asphalt To Be —
	Milled And Inlayed (RECYCLED ASPH CONC 12.5 MM
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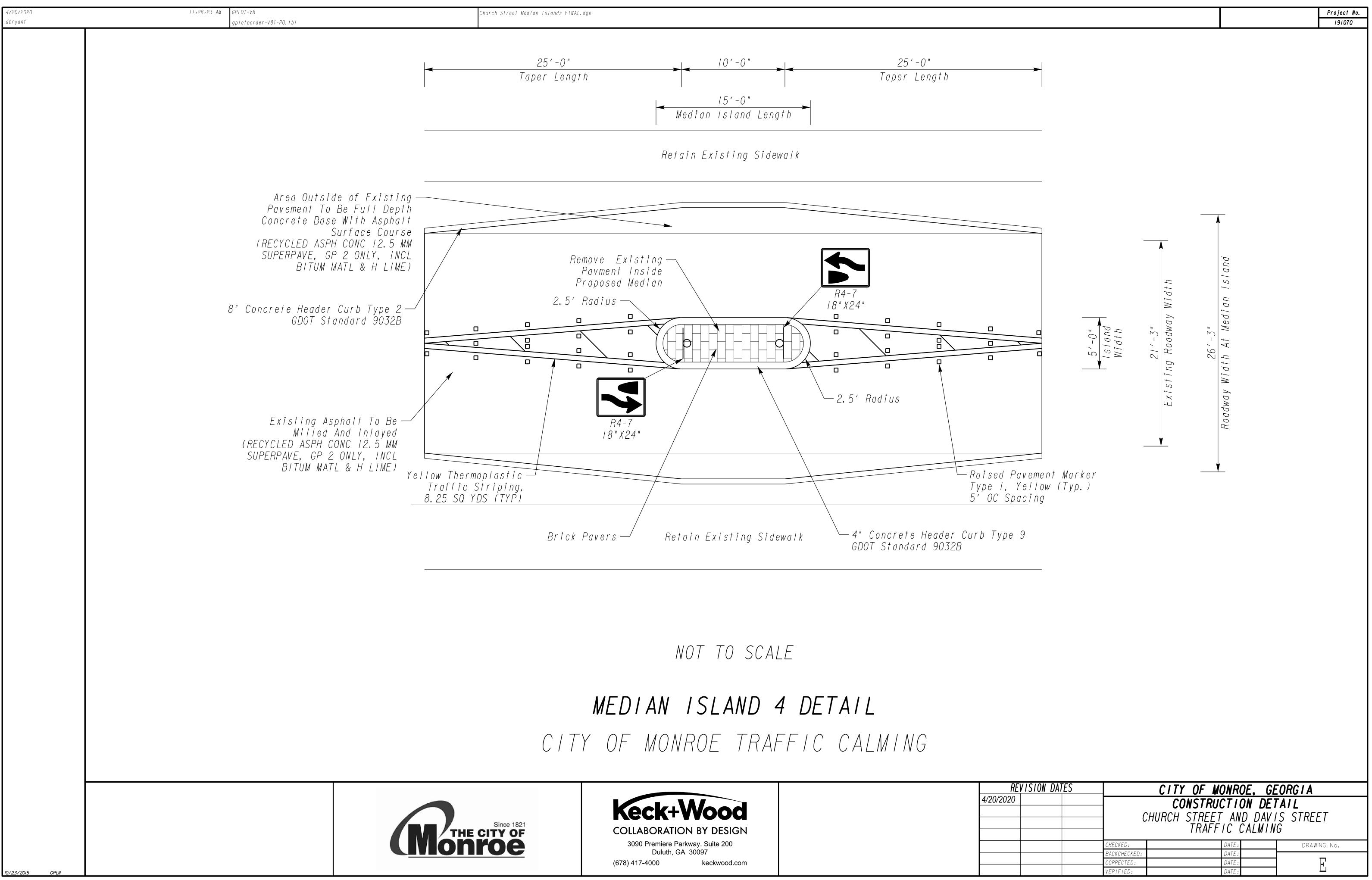


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	BITUM MATL & H LIME)
	8" Concrete Header Curb Type 2 —/ GDOT Standard 9032B
	Existing Asphalt To Be —/ Milled And Inlayed
	(RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL
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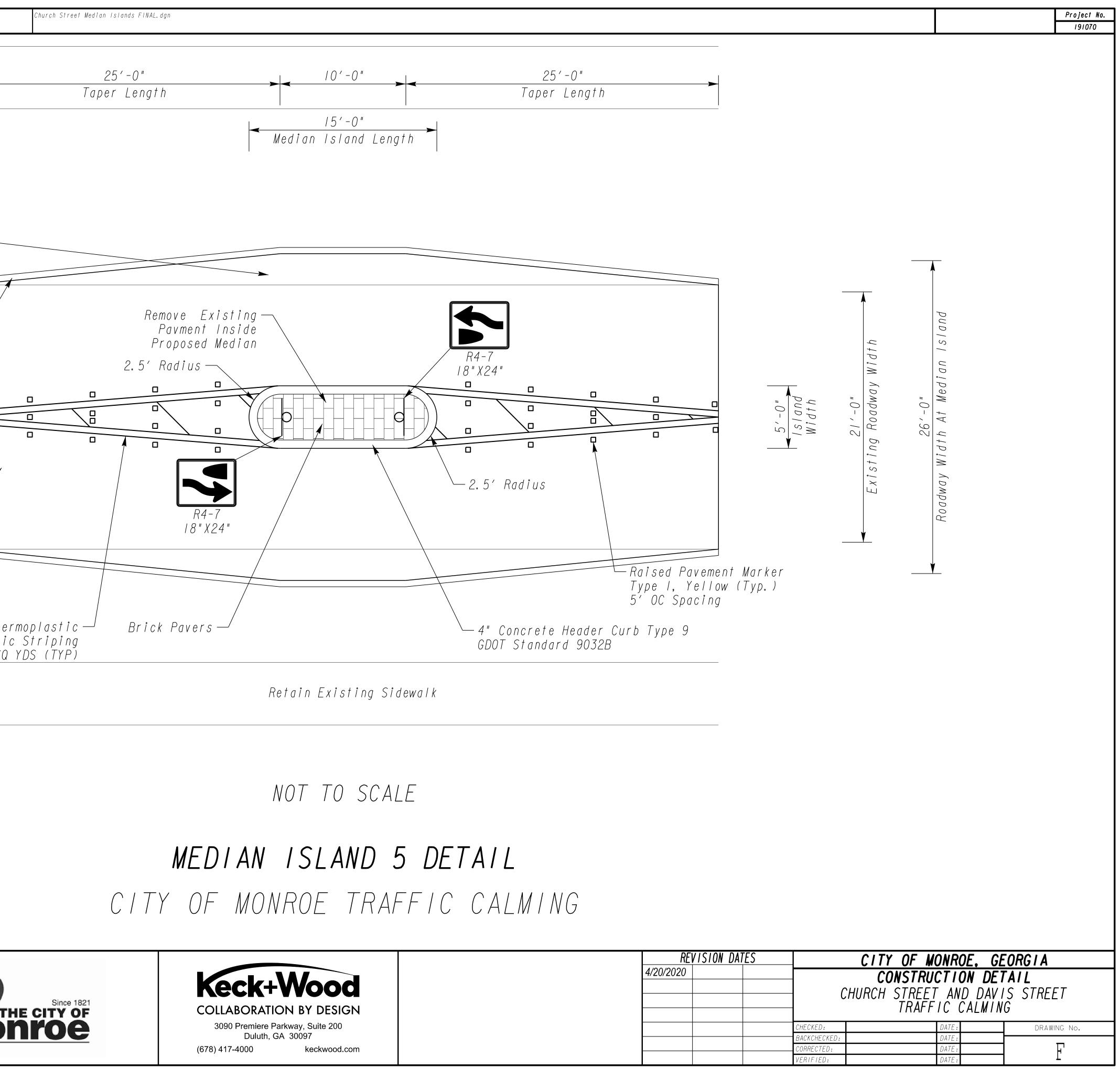








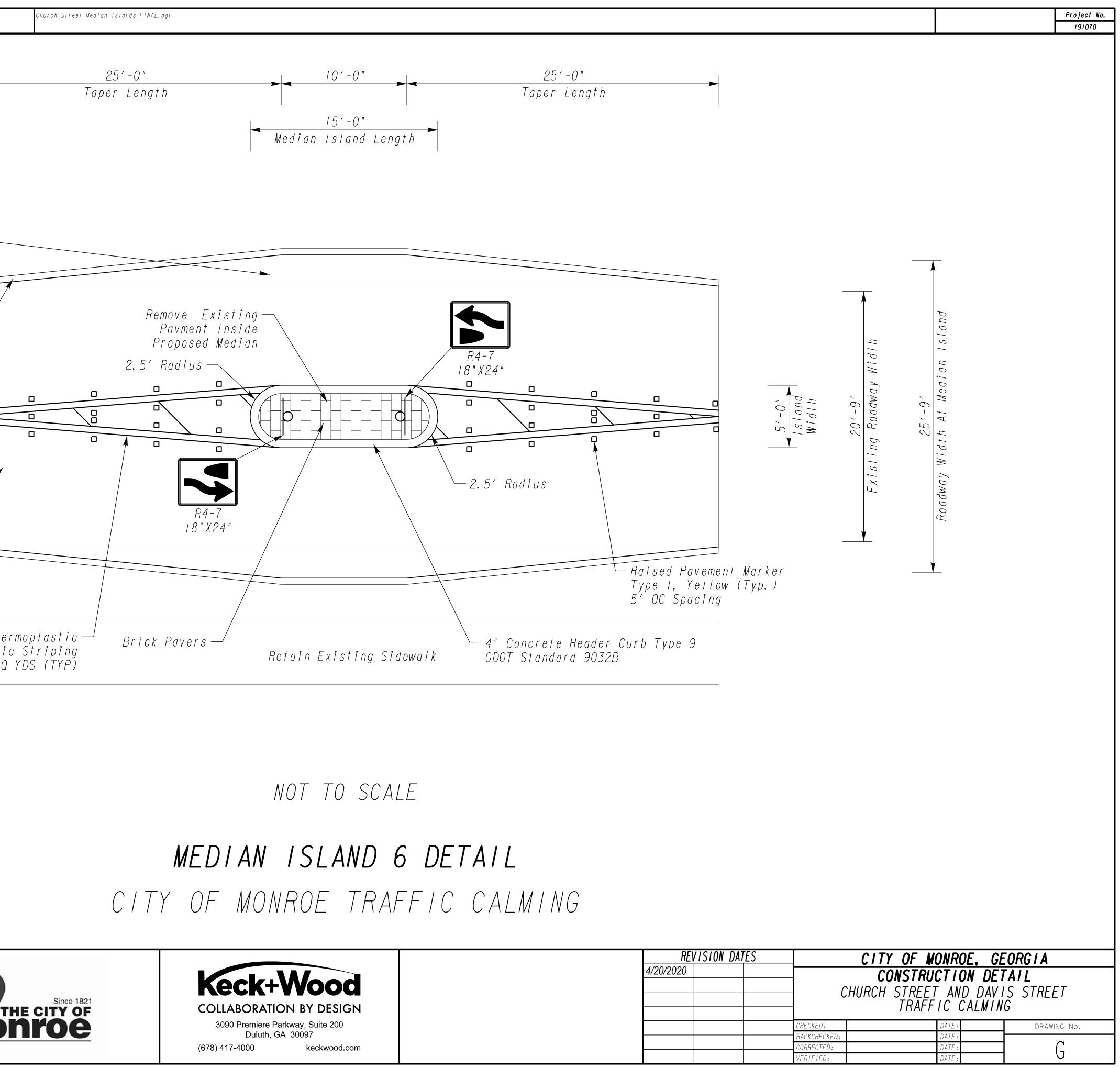
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	(RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL
	BITUM MATL & H LIME)
	8" Concrete Header Curb Type 2 — GDOT Standard 9032B
	GDOT Standard 9032B
	Existing Asphalt To Be ——— Milled And Inlayed
	(RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL
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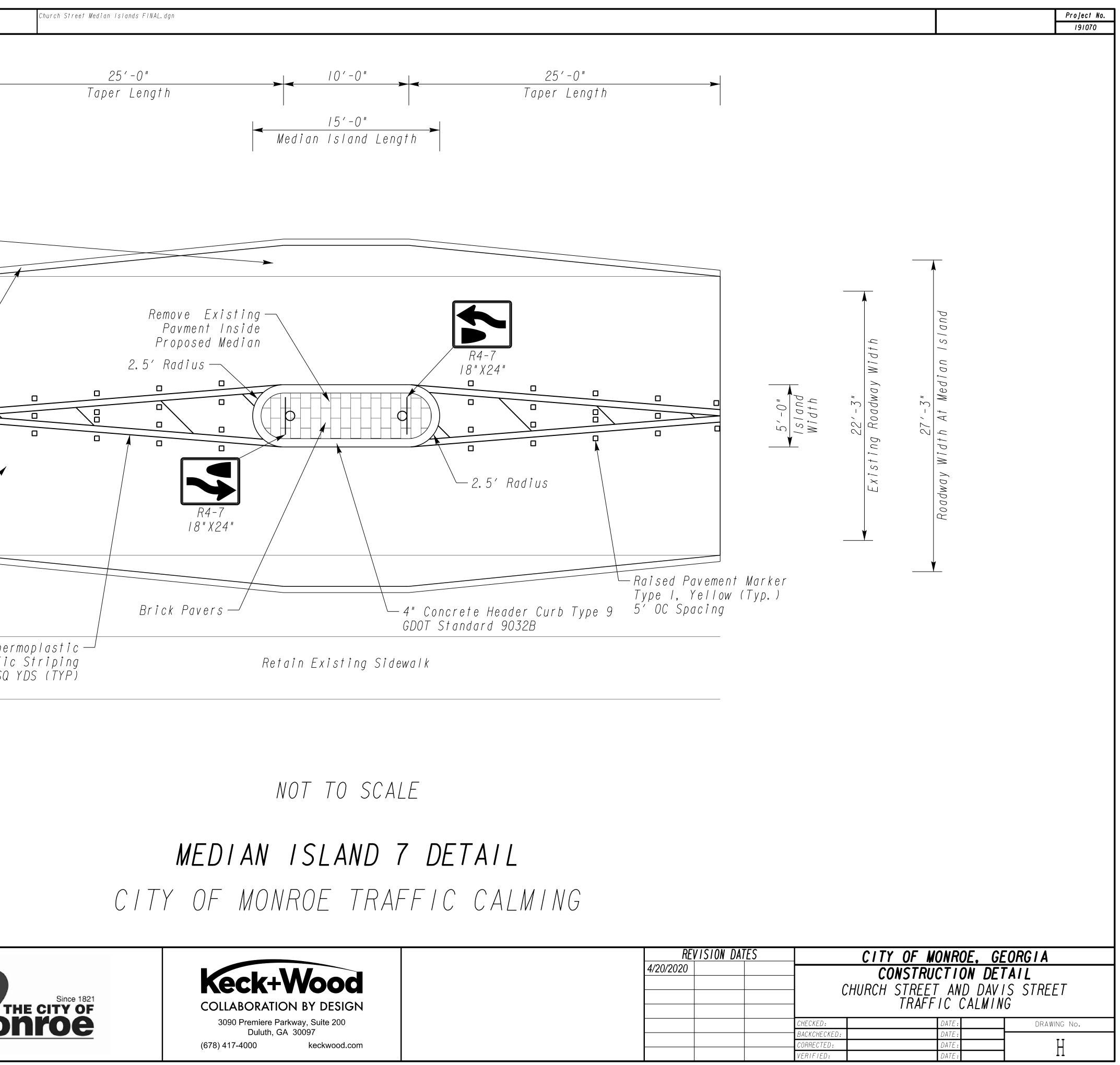
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	Concrete Base With Asphalt Surface Course
	(RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME)
	8" Concrete Header Curb Type 2 —/ GDOT Standard 9032B
	Existing Asphalt To Be Milled And Inlayed (RECYCLED ASPH CONC 12.5 MM
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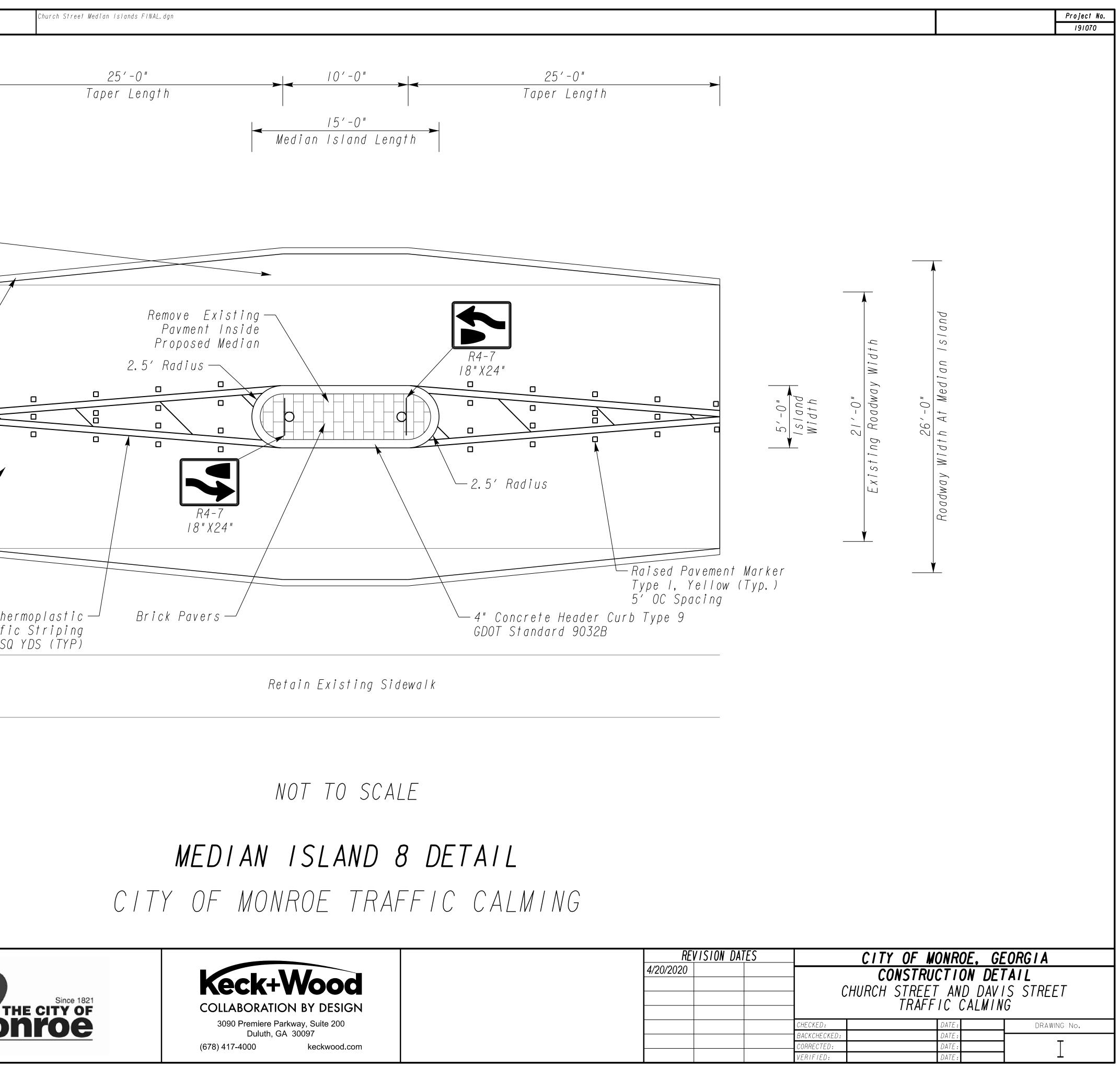
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		(RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL
		BITUM MATL & H LIME)
		4" Concrete Header Curb Type 9 —
		GDOT Standard 9032B
		Existing Asphalt To Be —/ Milled And Inlayed
		(RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL
		BITUM MATL & H LIME)
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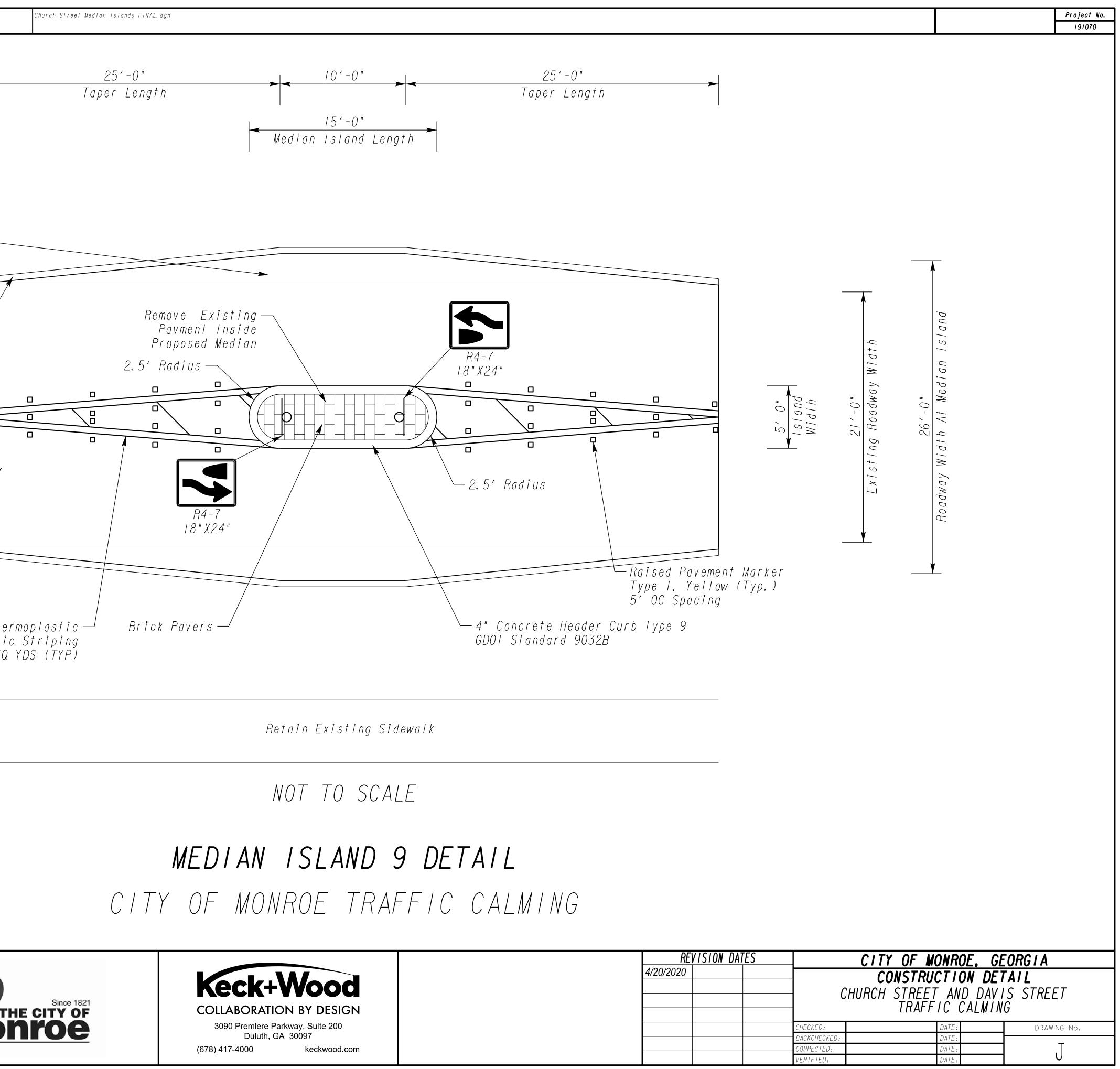
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	Concrete Base With Asphalt Surface Course
	(RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL
	BITUM MATL & H LIME)
	8" Concrete Header Curb Type 2
	8" Concrete Header Curb Type 2 —/ GDOT Standard 9032B
	Existing Asphalt To Be —/ Milled And Inlayed
	(RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL
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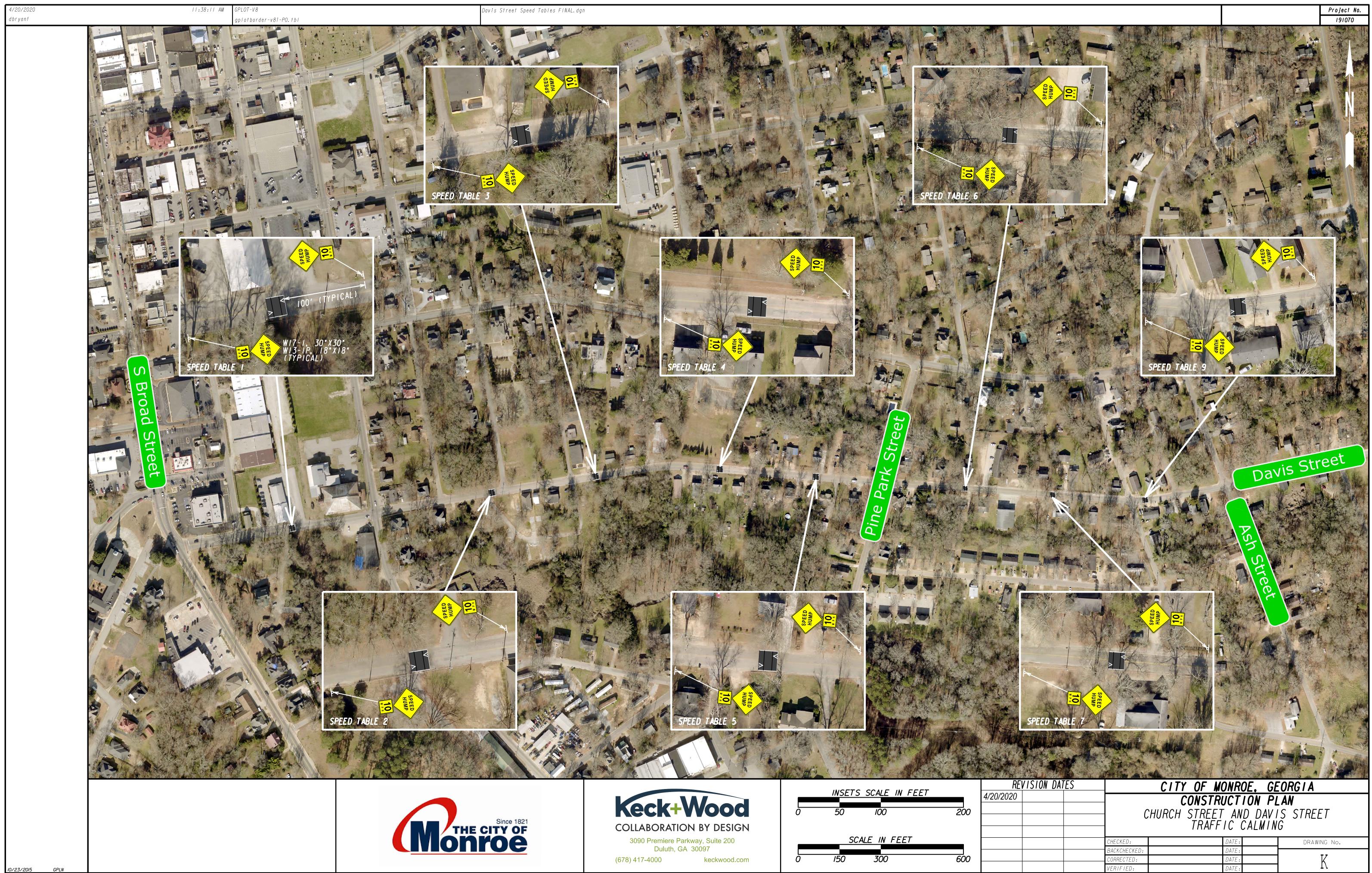


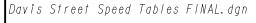
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	Area Outside of Existing — Pavement To Be Full Depth Concrete Base With Asphalt	
	(RECYCLED ASPH CONC 12.5 MM	
	SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME)	
	8" Concrete Header Curb Type 2 —/ GDOT Standard 9032B	
	Existing Asphalt To Be —	
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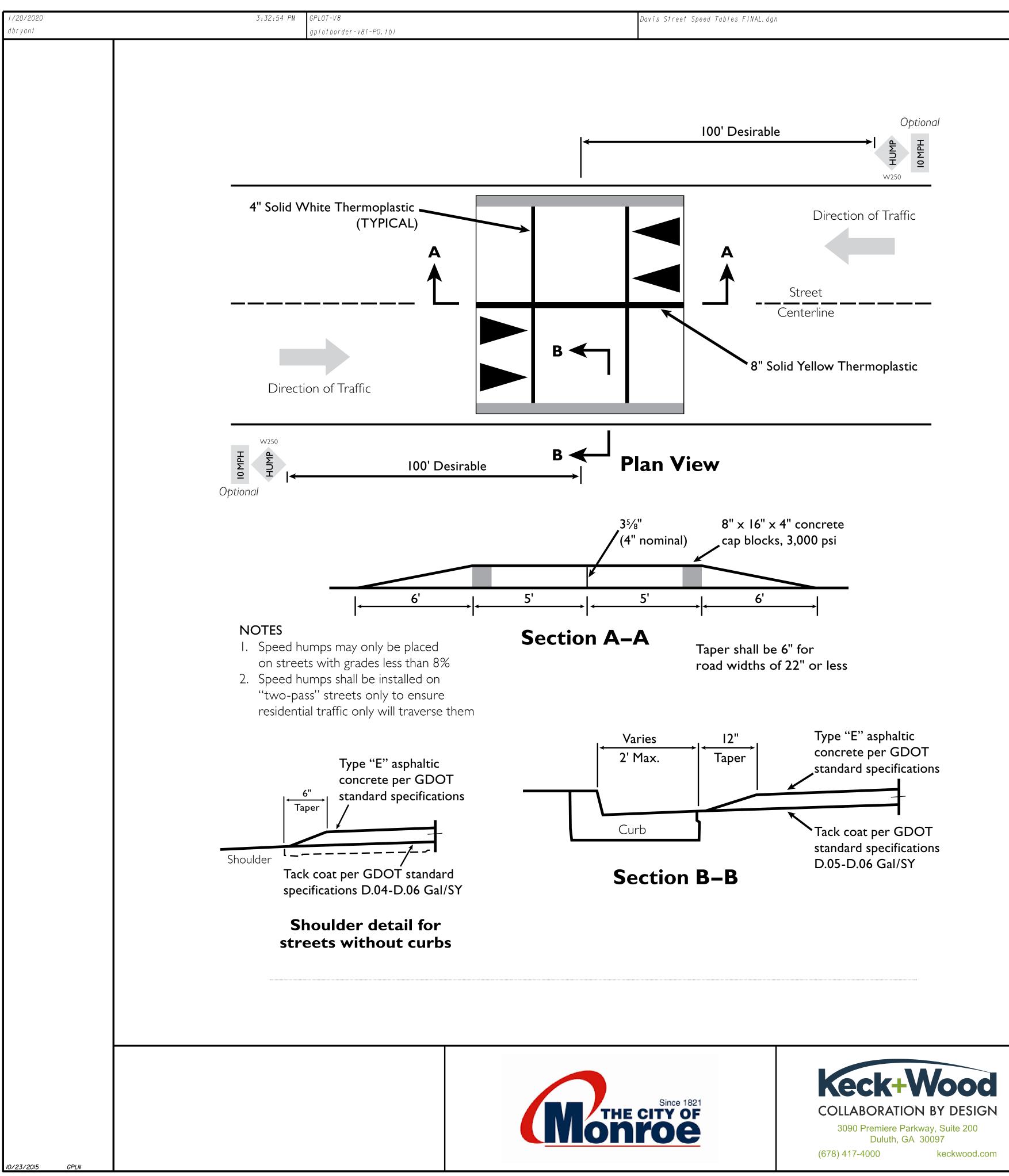


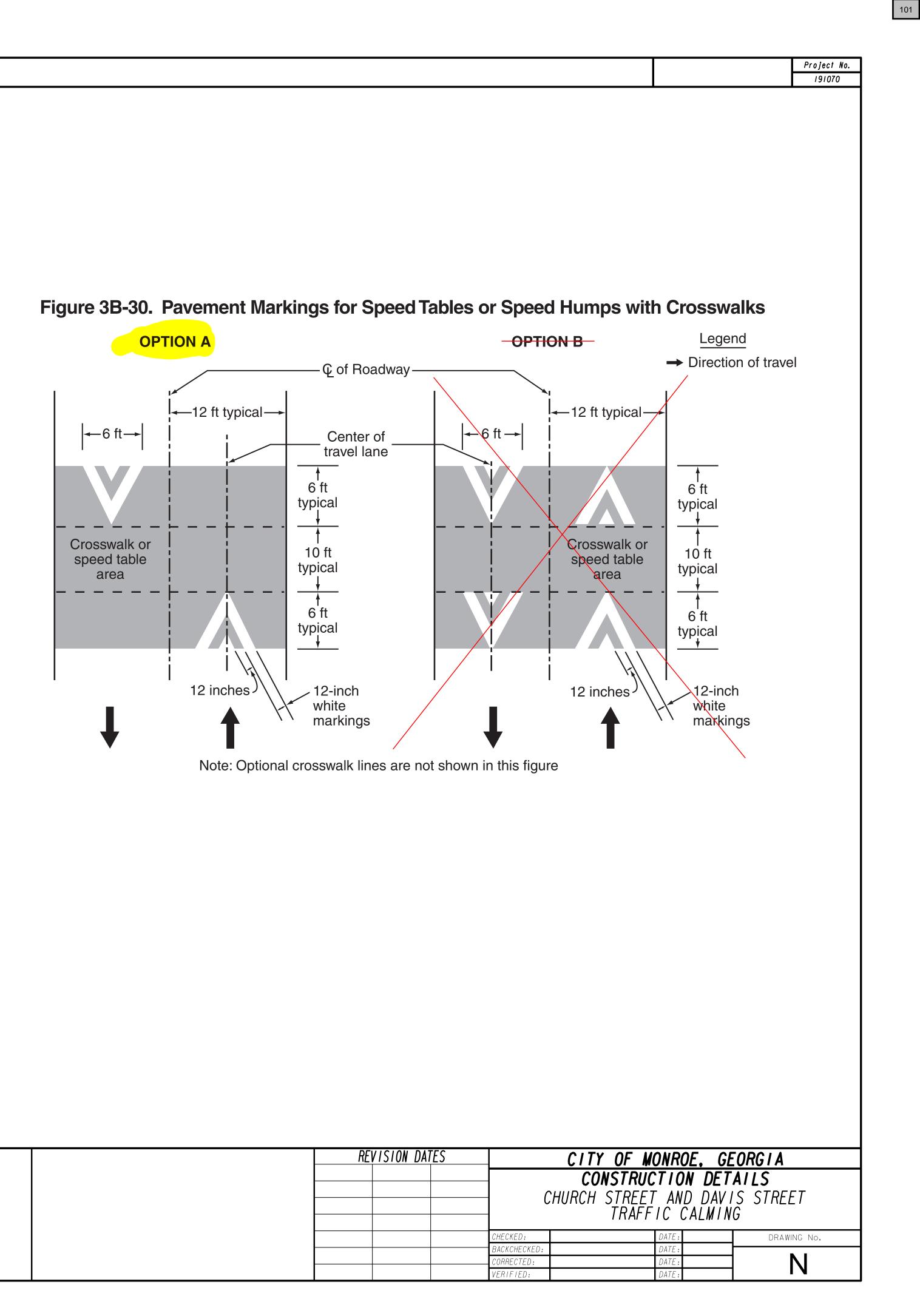


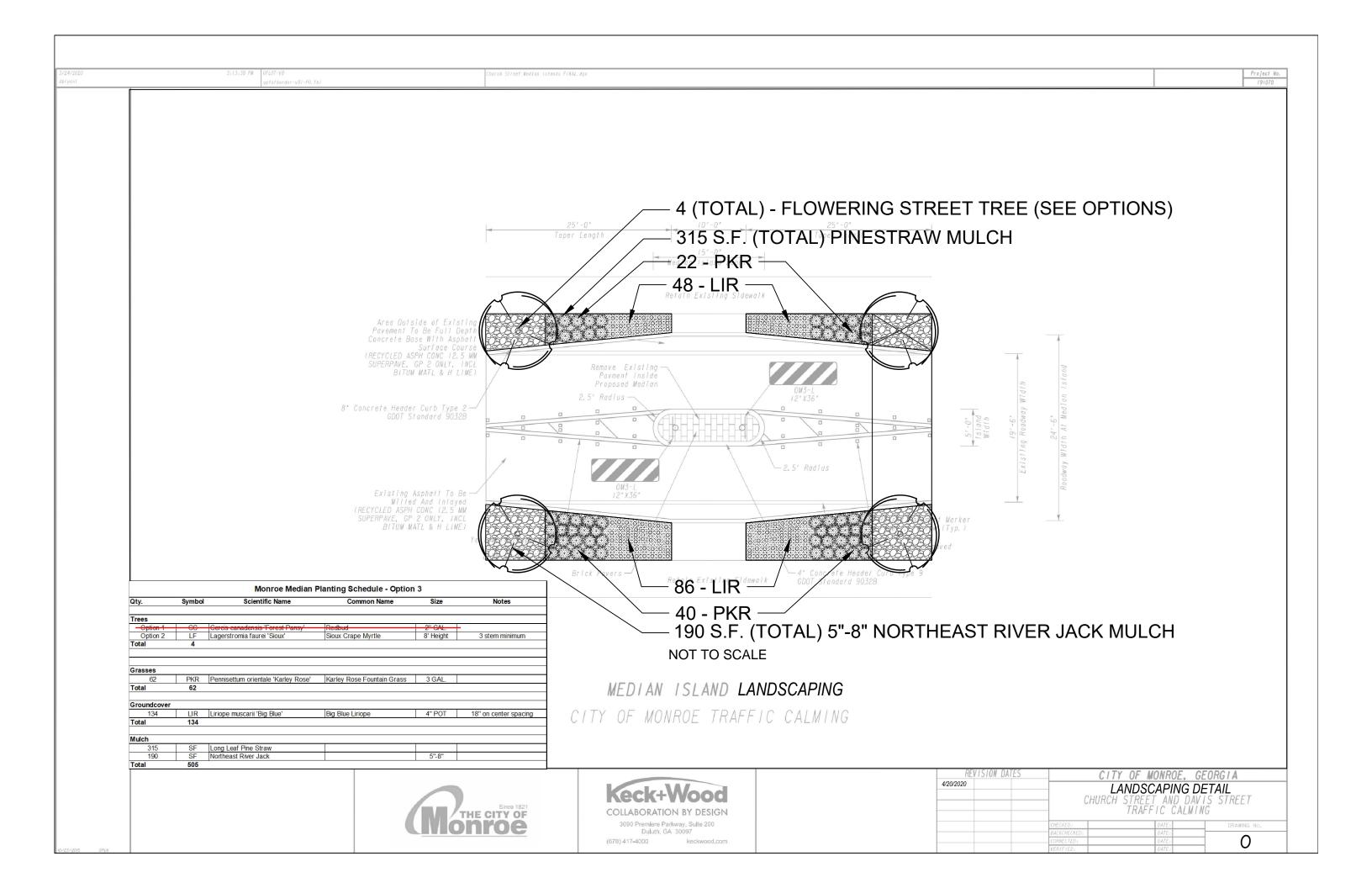






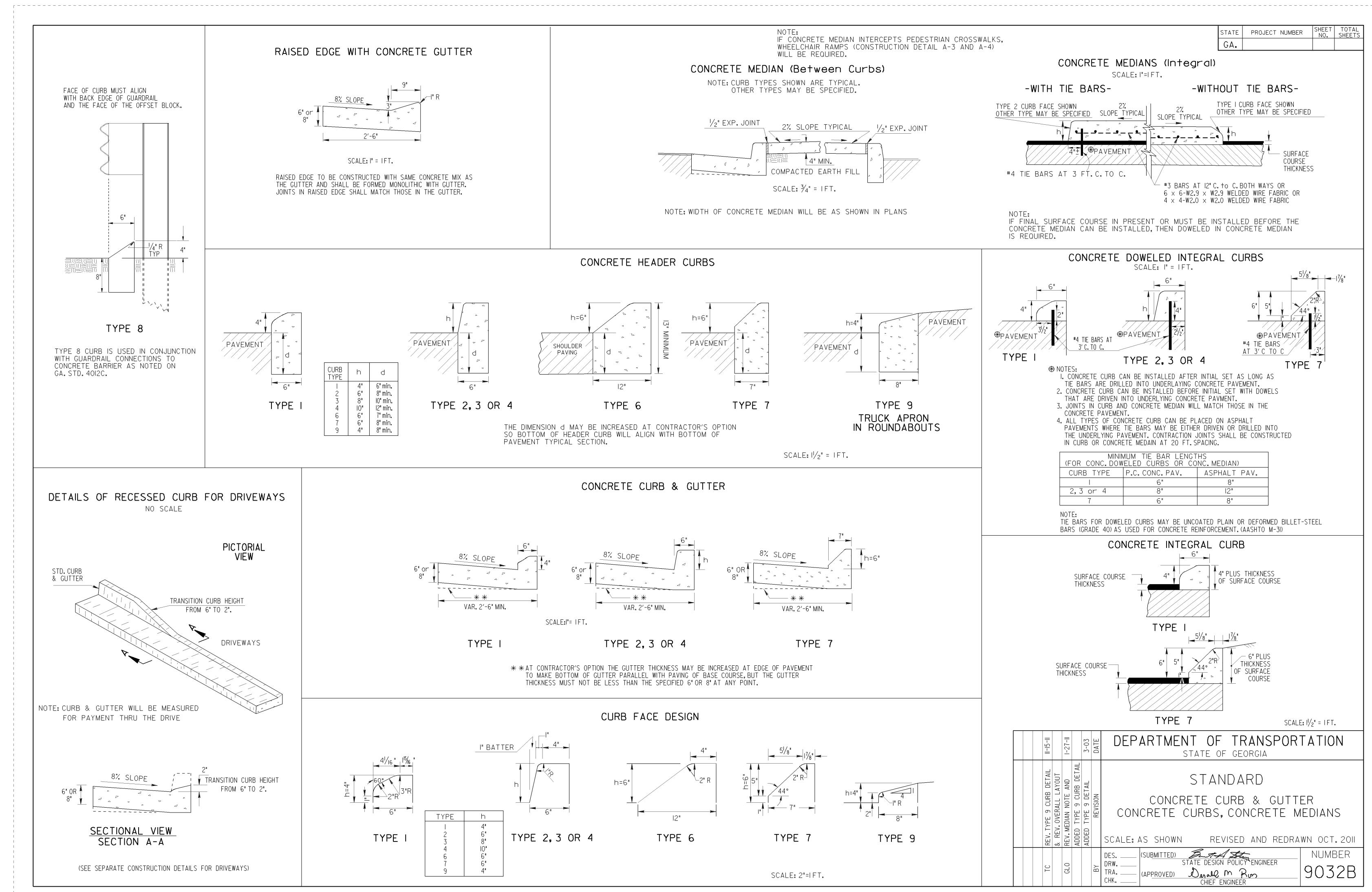




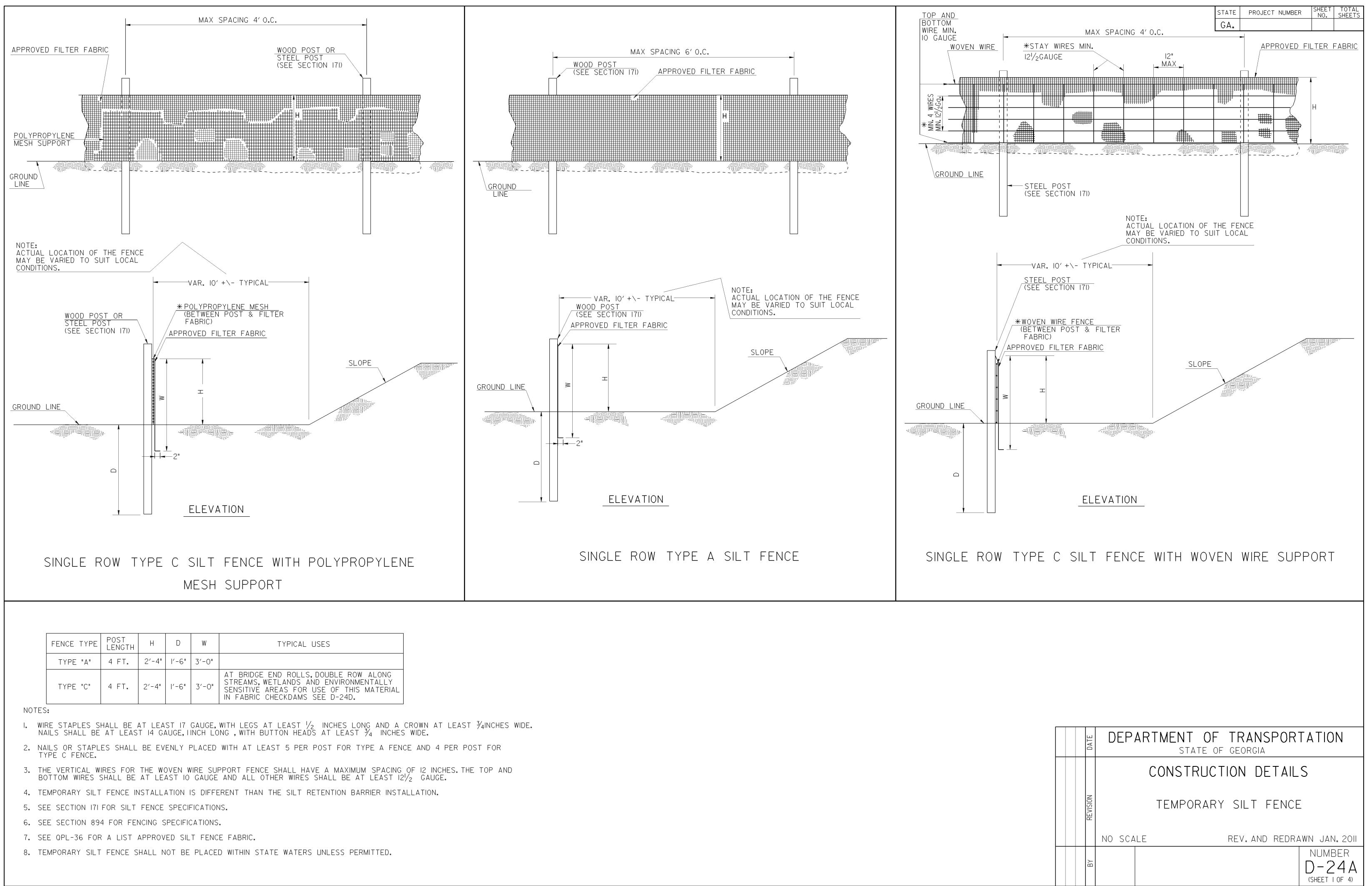


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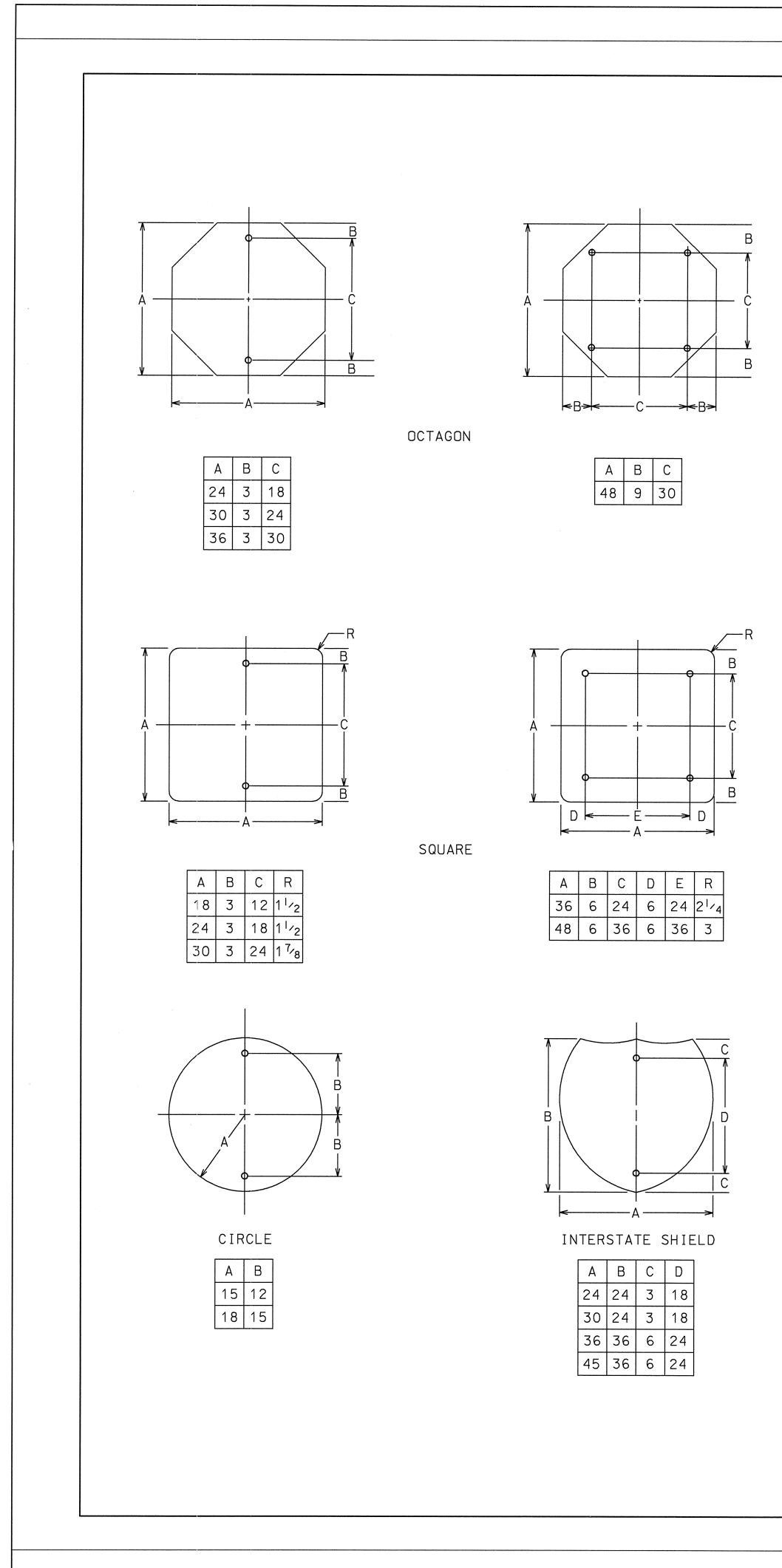
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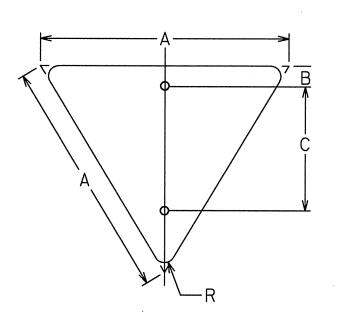


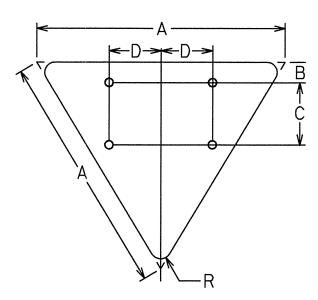


FENCE TYPE	POST LENGTH	Н	D	w	TYPICAL USES
TYPE "A"	4 FT.	2'-4"	1′-6"	3′-0"	
TYPE "C"	4 FT.	2'-4"	1'-6"	3′-0"	AT BRIDGE END ROLLS, DOUBLE ROW ALONG STREAMS, WETLANDS AND ENVIRONMENTALLY SENSITIVE AREAS FOR USE OF THIS MATERIAL IN FABRIC CHECKDAMS SEE D-24D.



PCBDTB

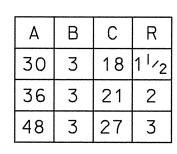


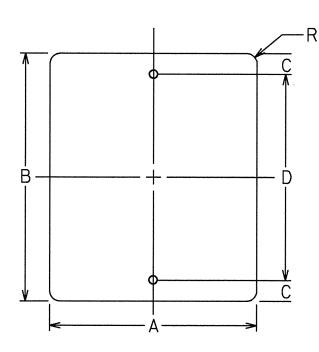


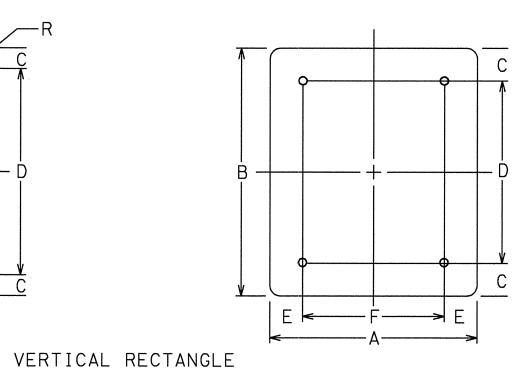
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60 3 18 15 3

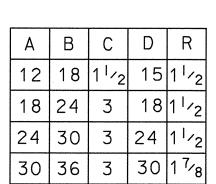
EQUILATERAL TRIANGLE

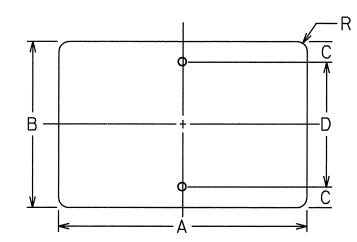






A	В	С	D	Ε	F	R
36	48	6	36	6	24	2 ¹ ⁄4
48	60	6	48	9	30	3

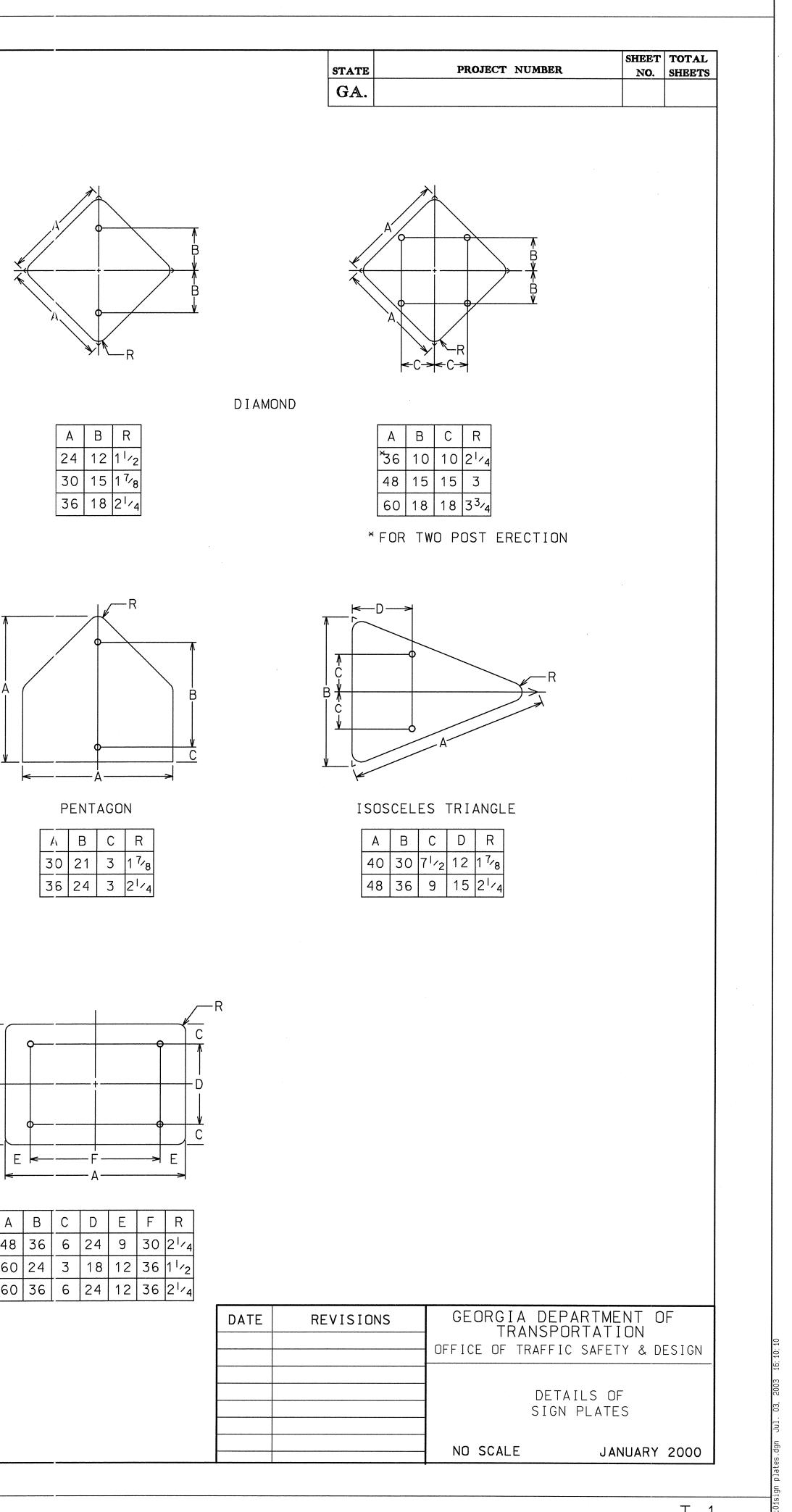


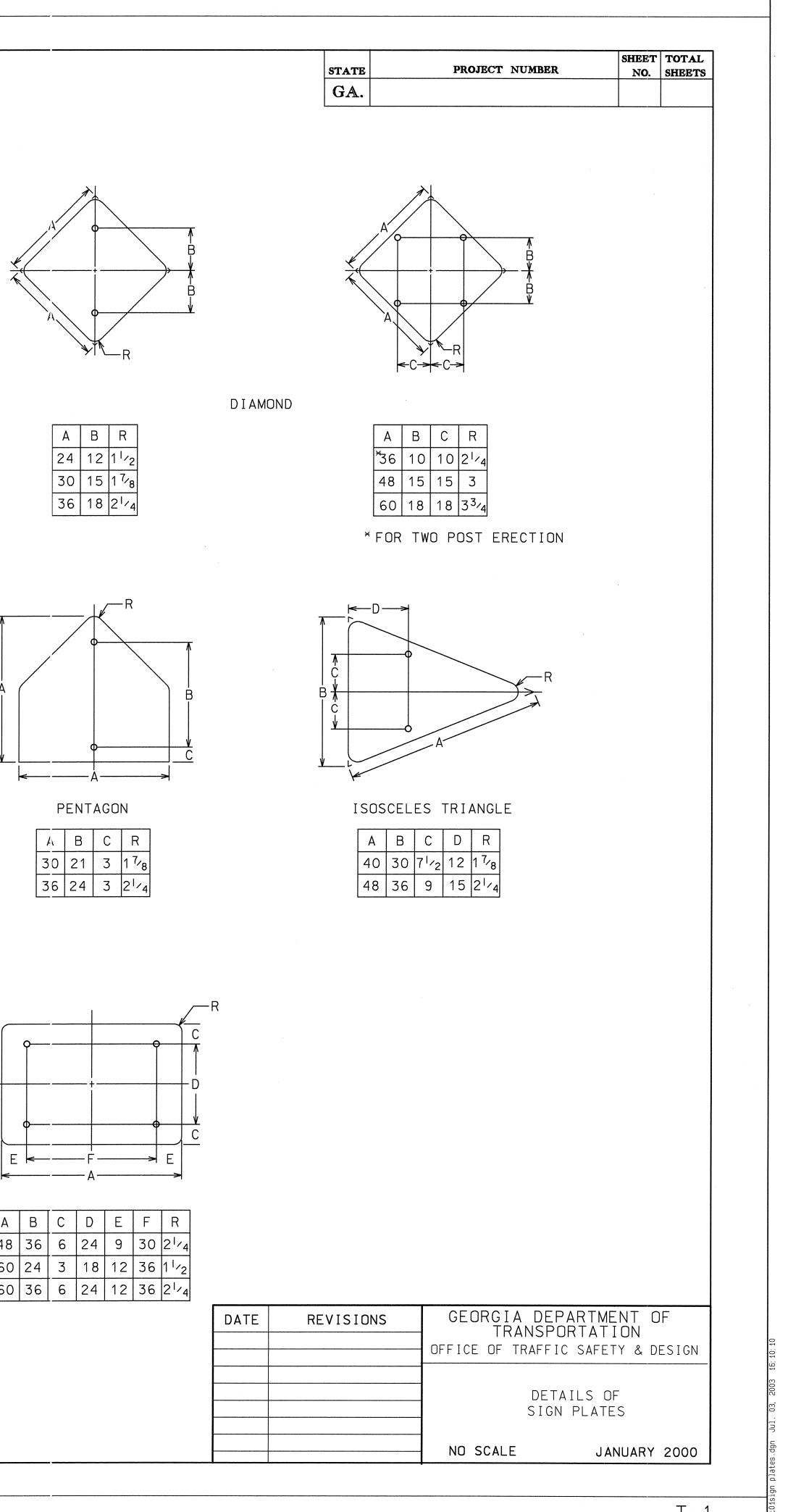


HORIZONTAL RECTANGLE

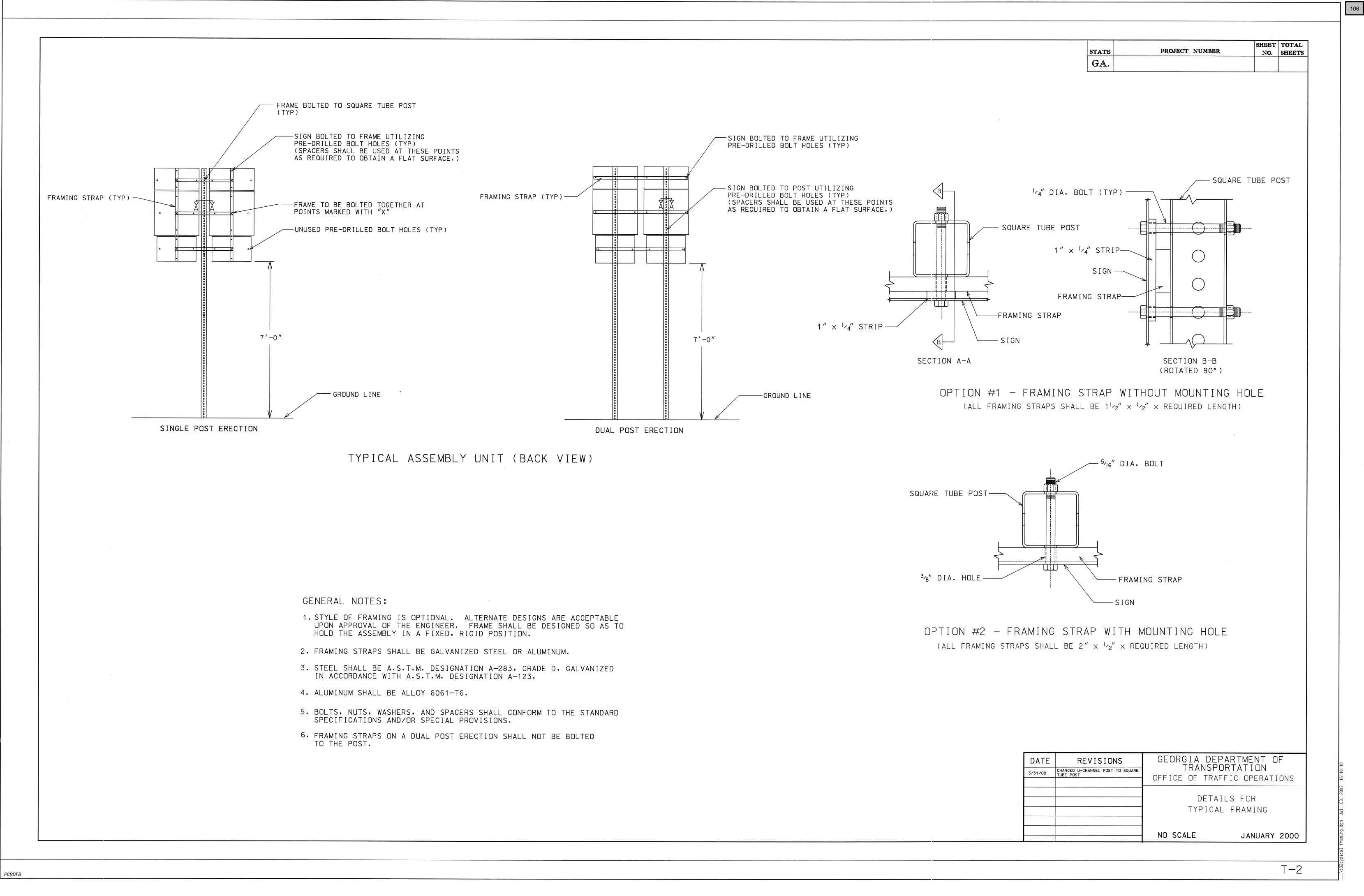
А	В	(
48	36	(
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60	36	(

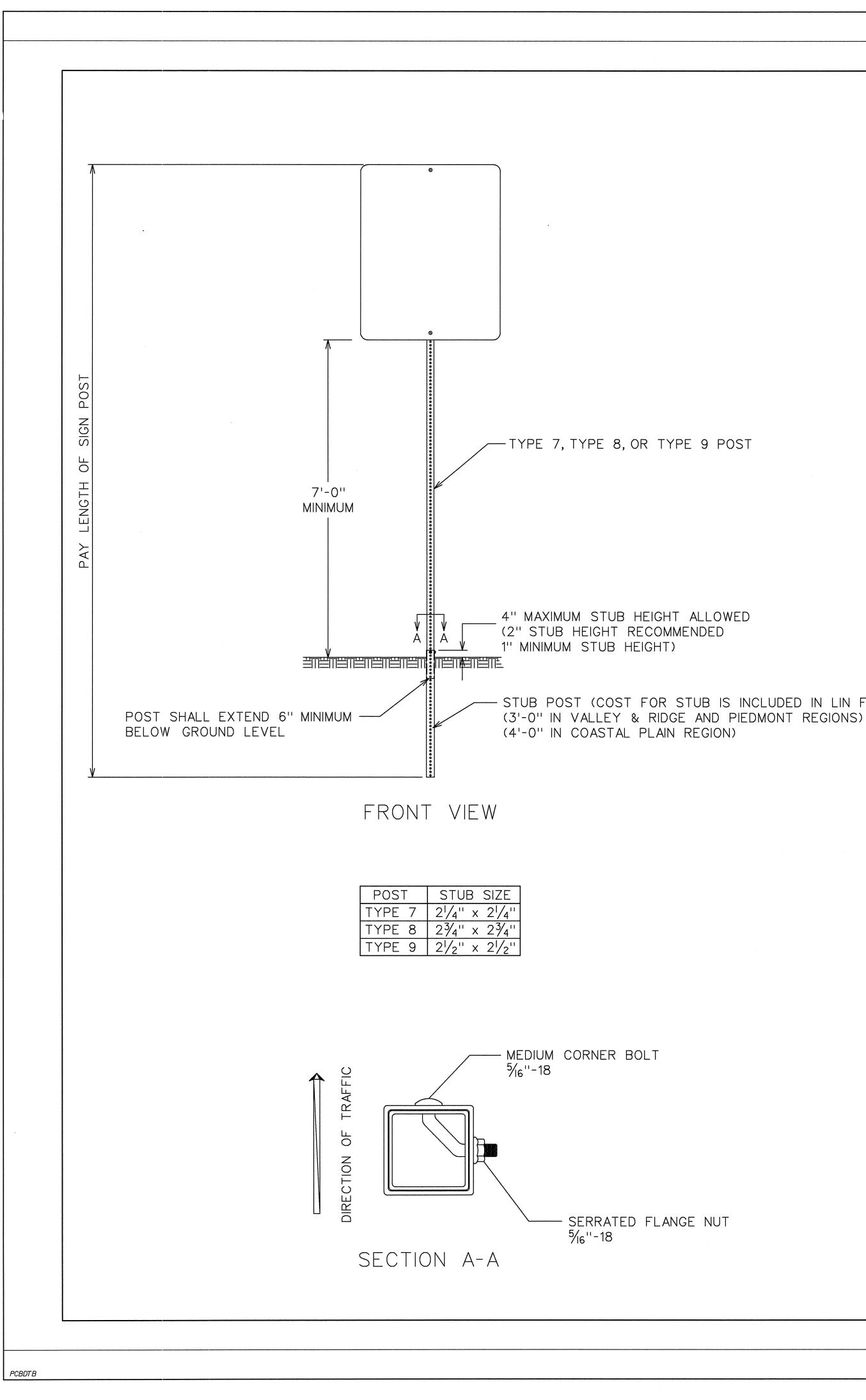
А	В	С	D	R
21	15	11/2	12	11/2
24	12	11/2	9	11/2
24	18	3	12	1 ¹ /2
30	15	1 ¹ /2	12	1 ¹ /2
30	24	3	18	1 ¹ /2
36	12	1 ¹ /2	9	11/2
36	24	3	18	1 ¹ /2
48	12	1 ¹ /2	9	11/2
48	24	3	18	1 ⁷ ⁄8





105





- STUB POST (COST FOR STUB IS INCLUDED IN LIN FT PRICE FOR POST)

SIGN POST SELECTION CHART

		SLIP BASE N	OT REQUIRED		GROUND	MOUNTED BR	EAKAWAY SI	GN SUPPORT	REQUIRED
	TYF 2''14	PE 7 4 ga.	TYPE 9 2-1 /4'' 14 ga.	TYPE 8 2-1 /2'' 12 ga.		PE 8 12 ga.		8 w / TYPE 9 2 ga. W /2-1 /4	
Sign	1 Post	2Post	1 Post	1 Post	2Post	3Post	1 Post	2Post	3Post
Centroid		SQUARE	FOOTAGE			SQI	JARE FOOTA	AGE	
6'	1 3.50	27.00	19.25	30.00	60.00	90.00	49.25	98.50	147.75
7'	11.60	23.20	16.50	25.75	51.50	77.25	42.25	84.50	126.75
8'	10.15	20.30	14.45	22.55	45.10	67.65	37.00	74.00	111.00
9'	9.00	18.00	12.85	20.00	40.00	60.00	32.85	65.70	98.55
10'	8.10	16.20	11.55	18.00	36.00	54.00	29.55	59.10	88.65
11'	7.40	14.80	10.50	16.40	32.80	49.20	26.90	53.80	80.70
12'	6.80	13.60	9.65	15.00	30.00	45.00	24.65	49.30	73.95
13'	6.25	12.50	8.90	13.85	27.70	41.55	22.75	45.50	68.25
14'	5.80	11.60	8.25	12.90	25.80	38.70	21.15	42.30	63.45
15'	5.00	10.00	6.45	10.10	20.20	30.30	16.55	33.10	49.65
16'	4.70	9.40	6.05	9.45	18.90	28.35	15.50	31.00	46.50
17'	4.40	8.80	5.70	8.90	17.80	26.70	14.60	29.20	43.80
18'	4.15	8.30	5.40	8.40	16.80	25.20	13.80	27.60	41.40
19'	3.95	7.90	5.10	7.95	15.90	23.85	13.05	26.10	39.15
20'	3.75	7.50	4.85	7.55	15.10	22.65	12.40	24.80	37.20

SIGN CENTROID IS DISTANCE FROM GROUND LEVEL TO BCTTOM OF SIGN PLUS HALF THE HEIGHT OF SIGN. EXAMPLE: 24" X 48" SIGN THAT IS 7 FEET FROM GROUND TO BOTTOM OF SIGN. ADD HALF OF 48" (24" OR 2 FT) PLUS 7 FT. = 9" CENTROID.

SIGN PLATE SHALL NOT EXCEED 48" IN WIDTH ON A SINGLE POST.

* TYPE 9 INSERT SHALL BE A CONTINOUS POST INSERTED INTO THE TYPE 8 POST WHERE REQUIRED. THE INSERT POST SHALL EXTEND FROM THE BOTTOM OF THE SLIP BASE UPPER ASSEMBLY TO 4" BELOW THE BOTTOM OF THE SIGN. THE INSERT POST SHALL NOT EXTEND ABOVE THE BOTTOM OF THE SIGN. PAYMENT FOR THE INSERT POST SHALL BE PER LINEAR FOOT OF TYPE 9 POST.

GROUND MOUNTED BREAKAWAY SIGN SUPPORT WILL BE MEASURED AND PAID FOR SEPARATELY. THE COST FOR THIS WORK SHALL INCLUDE THE UPPER AND LOWER ASSEMBLY, STUB POST, CLASS "A" CONCRETE, ALL HARDWARE NECESSARY TO COMPLETE THE INSTALLATION, AND BE INCLUDED IN THE BID PRICE SUBMITTED FOR ITEM 636-3010.

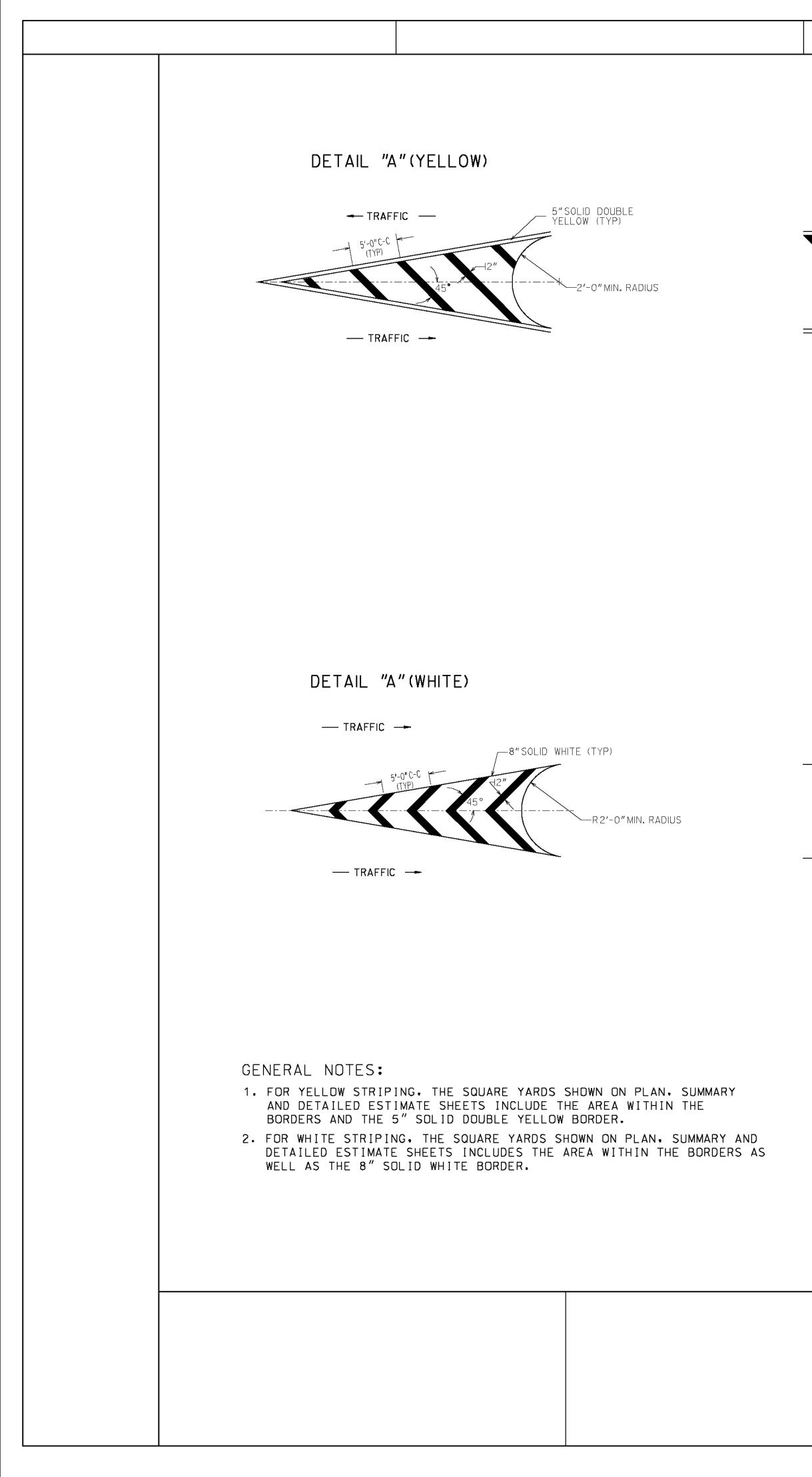
 STATE	PROJECT	NUMBER	SHEET NO.	TOTAL SHEETS
GA.				

107

70 MPH Wind Load Chart + 15% Gust Factor

DATE	REVISIONS	GEORGIA DEPA TRANSPOF OFFICE OF TRAFFIC	RTATION
		TYPE 7, 8, square tue installatio	BE POST
		NO SCALE	JULY 2002

T-3A



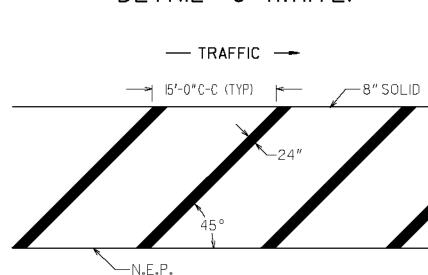
GEORGIA DEPARTMENT OF TRANSPORTATION

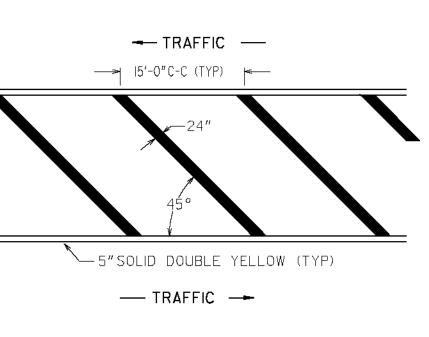
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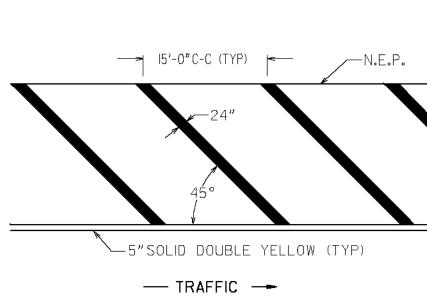
DETAIL "B" (WHITE) — TRAFFIC — 15'-0"C-C (TYP) — 24" 45° 8" SOLID WHITE (TYP) — TRAFFIC —

DETAIL "C" (WHITE)





DETAIL "B" (YELLOW)



DETAIL "C" (YELLOW)

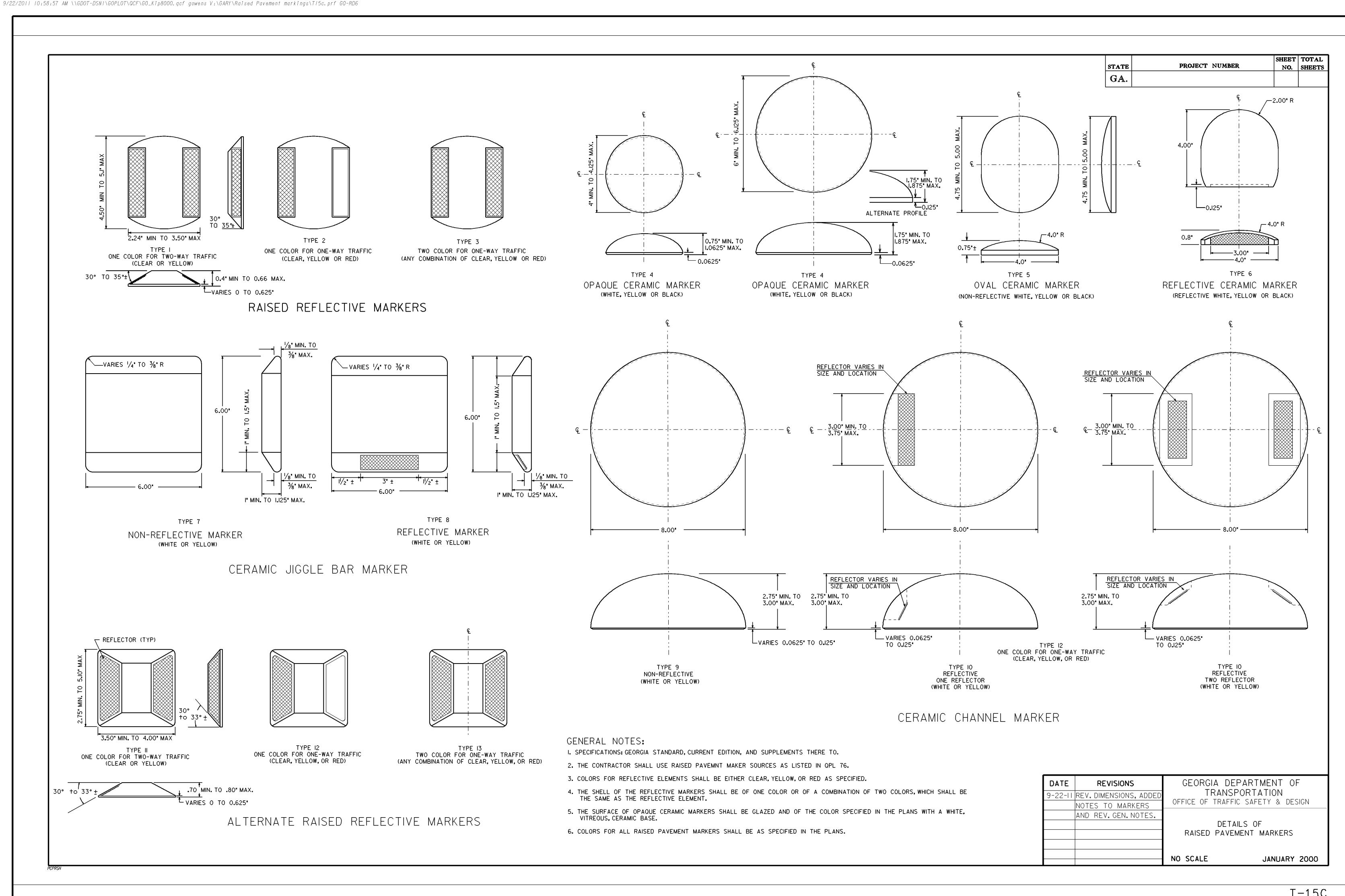
	DETAIL "D" (YELLOW)
	→ 50'-0"C-C (TYP) ← N.E.P.
	45° -5" SOLID DOUBLE YELLOW (TYP)
	DETAIL D'(WHITE)
WHITE (TYP)	
_	24"
_	45° N.E.P.
DATE REVISIONS	STATE OF GEORGIA
6/25/04 Modified general no 1/18/05 CHANGED BORD	DEPARTMENT OF TRANSPORTATION DER OFFICE: TRAFFIC OPERATIONS
11/21/08 Modified general no	

PROJECT NUMBER

COUNTY

108

SHEET NO. TOTAL SHEETS



PCBDTB

9/2272011 10:58:57 AM \\GDUI-DSNI\GUPLUI\QCF\GU_KIp8UUU.qct gowens V:\GARY\Raised Pavement markings\II5c.pri



To: City Council

From: Logan Propes, City Administrator

Department: Streets & Transportation

Date: 5/12/2020

Description: Cedar Ridge Road Patching and Resurfacing

Budget Account/Project Name: CEDARRIDGE

Funding Source: 2019 SPLOST

Budget Allocation:	\$1,015,707.90	Current Encumbered	
Budget Available:	\$563,801.09	Available Since 1821	
Requested Expense:	\$39,539.00	Company of Purchase: Walton County	

Recomm<mark>endat</mark>ion:

Staff recommends the APPROVAL the joint paving project on Cedar Ridge Rd with Walton County via for the City's proportional material cost in the amount of \$39,539.00.

Background:

Staff was contacted by Walton County regarding a resurfacing project on Cedar Ridge Rd. As you know the city has about 1,300 ft of roadway in the city limits. Jeremiah Still inspected the street and agrees our section would greatly benefit from the patching and resurfacing. The County will do all of the work. We will pay for material. The cost is approximately \$39,539.00. This could be paid for from SPLOST 2019 Transportation

Funding will come from SPLOST 2019 funds and will be in addition to the current LMIG program for which the City and County will partner later this year.

Attachment(s):



То:	City Council, Committee, City Administrator	
From:	Rodney Middlebrooks, Director of Water & Gas	
Department:	Wastewater Treatment Plant	
Date:	5/12/2020	
Description:	Emergency Approval - Purchase of 2.2 M Charter Belt Press	

Budget Account/Project Name:

• • •		
Funding Source:		
Budget Allocation:	0.00	
Budget Available:	0.00	Since 1821
Requested Expense:	\$409,648.00	Company of Purchase: Charter Machine Company

Recommendation:

Staff recommends the emergency APPROVAL to purchase the 2.2 M Belt Press from Charter Machine Company in the amount of \$409,648.00

Background: City is currently renting a 1.5 M press from Charter for \$19,500 per month to help with sludge digestion/dewatering efforts during winter/early spring months. Staff had no plans to keep the press any longer than 2-3 months. Since that time, we have lost another parcel of land that we land apply our wastewater sludge. Due to only having 2 small sites left to apply, the City will need to move forward in purchasing its own belt press. Charter notified the City and informed us of the need for the rental press. City staff inquired about the purchase of the rental unit and Charter responded with a \$565,000.00 price tag for a unit smaller than what's proposed in the WWTP upgrade. The City would continue to rent the current press till July and our permanent press would be installed first of October. City staff will work to have all drying beds cleaned as well as the two sites prepared to take the sludge during the down time.

Attachment(s):

Proposal for 2.2 M Press Terms & Conditions Rental Quote



DATE:	May 11,	2020
DATE.	ivicy i i,	2020

- TO: City of Monroe, Georgia
- PROPOSAL: Charter Machine Company (CMC) Proposal No. 200511-BW2
- ATTENTION: Utilities Director Rodney Middlebrooks
 - SUBJECT: Sludge Dewatering and Associated Equipment

We are pleased to offer the following equipment of our manufacture and supply for your consideration relative to the above subject project.

Item 1

<u>One (1) Charter Machine Company, Model 3BTP22.593S</u> with a 2.2 meter width, manufactured to achieve the sludge dewatering process performance requirements. The unit offered is a 3-belt model that is furnished with an independent gravity deck equipped with a separate VFD, located at operator level with a total of fifteen (15) pressure rolls located in the shear/pressure section. All belt press electrical functions will be factory wired to numbered terminals in a frame mounted 304 stainless steel NEMA 4X junction box. The machine will be shipped totally assembled. Also included will be <u>one (1) upstream conditioning device</u> consisting of a 304 Stainless Steel in-line adjustable orifice venturi type mixer, complete with a polyethylene injection ring. The Belt Filter Press will be totally pre-plumbed requiring one (1) sludge feed connection, one (1) polymer feed connection, one (1) plant water connection, one (1) air connection, and one (1) electrical connection.

Item 2

<u>One (1) Wash Water Booster Pump</u>, to provide water to the belt filter press belt wash stations. The booster pump will come complete with galvanized base and integrally mounted to a TEFC motor. The controls for the wash water booster pump will be located in the belt filter press control panel.

Item 3

<u>One (1) Air Compressor</u>, receiver mounted, for air supply to the filter press belt tensioning, belt tracking, doctor blade positioning and pneumatic plow grid-lifting systems. The air compressor shall be a single stage compressor driven by a 1.5 Hp TEFC motor complete with

Page Two

17 gallon ASME Code receiver rated for 200-psi, pressure gauge, automatic overload protector, intake air filter, pressure switch, safety valve, tank drain, outlet valve, and constant speed regulator. Controls for the air compressor will be mounted in the belt press control panel.

Item 4

<u>One (1) Belt Filter Press Electrical Control Panel</u>, totally factory wired to numbered terminal strips and including all necessary components for the automatic or manual operation of the belt filter press system. The control panel will be 460V-3PH-60HZ and located in a 304 Stainless Steel NEMA 4X with hinged front access. Components will include belt drive VFDs, pushbuttons, lights, relays, switches, transformers, fuses, alarms and starters to perform the necessary control functions. The control panel will have an Allen-Bradley MicroLogix PLC and Allen-Bradley Panel View OIT. The control panel will be completely factory assembled and tested and mounted on the equipment skid.

Item 5

<u>One (1) Rotary Lobe Sludge Feed Pump</u>, complete with motor and variable speed drive, mounted on a galvanized steel base. The pump is sized to handle the specified flows for the 2.2-meter belt filter press. Controls for the sludge pump shall be located in the belt filter press control panel.

Item 6

<u>One (1) Roedos Model L – 2 Polymer preparation/feed unit</u>, shall be capable of metering, diluting, and activating an emulsion polymer with water. This system shall be capable of controlling separately the water flow and the polymer injection dosage, and shall be furnished as a complete assembled unit and located on the skid system. The polymer unit shall be approved and be the responsibility of the Belt Filter Press manufacturer.

One (1) polymer feed pump to provide mixed polymer solution to the polymer injection points. The pump will be a full range, end suction centrifugal type as manufactured by Goulds, and will be driven by an AC motor.

All L-2 polymer system controls will be located in its own NEMA 4X, FRP enclosure. A common power feed cord shall also be furnished. The polymer system power shall be 15 amps at 120 volts, single phase, powered by others.

Page Three

Item 7

<u>One (1) Belt Filter Press Sump/Skid</u> for containing the filtrate and wash water from the belt press and facilitating its movement to a drain. All equipment will be mounted, plumbed, and wired to the fullest extent possible. The Sump/Skid will be fabricated from carbon steel and Hot Dipped Galvanized.

Item 8

<u>One (1) Auxiliary Equipment Skid</u>, fabricated from carbon steel and hot-dipped galvanized. The equipment skid will have the in-line mixer, booster pump, compressor, L-2 polymer system, rotary lobe feed pump and control panel all mounted on the skid.

Item 9

<u>The services of a factory trained representative</u> for the purposes of installation inspection, startup and operator training will be provided for a period not to exceed <u>five (5) days on-site</u>, <u>and to be completed in two (2) trips.</u>

Additional service may be requested at a rate of \$120 per hour, plus all travel and living expenses.

Please note that Charter Machine Company offers a factory sludge test to optimize polymer selection prior to startup. A 5-gallon sludge sample is required. Testing is to be coordinated through Charter Machine Company's service department.

<u>Please Note</u>:

Except as otherwise noted herein, the following are not included in our offering:

Installation or off-loading, local, state or federal taxes, permits, or other fees, wiring, conduit or plumbing between items, anchor bolts, local motor disconnects or lockouts, polymer for startup or operation, platforms, walkways, or handrails.

Warranty and Guarantee:

Our equipment shall be warranted against defects in workmanship and materials for a period of <u>eighteen (18)</u> months after delivery or <u>twelve (12)</u> months after start-up, whichever comes first. All bearings and rollers shall be guaranteed for <u>five (5) years</u>. These warranties are based upon compliance with Charter Machine Company's handling, storage, installation, startup, operating and maintenance procedures.

Page Four

Final Information and Pricing:

We propose to furnish the above described equipment for the Total Lot Net Selling Price of **\$ 385,000.00**, F.O.B. shipping point, with full truck freight allowed to the jobsite.

Unless otherwise specified our standard payment terms are as follows:

90% - 30 days upon delivery

10% - Upon start-up and acceptance of equipment

Other terms and conditions apply per the attached sheet. Late payments shall be subject to a 1.5% per month finance charge.

Early shipments of embedded metal work can possibly be made however there will be an additional charge of the lowest ground freight rate available to the purchaser.

Early shipments and partial shipments will be invoiced as shipped on a prorated basis to be determined by CMC.

Unless otherwise specified this proposal is offered for acceptance for (30) thirty days and is subject to review thereafter. Pricing is firm based upon receipt of a Purchase Order within this (30) thirty-day period. Delays in shipments caused by slow return of submittals or other delays caused by the contractor, owner, owner's agents or engineer may result in additional charges of 1% per month.

Delivery Schedule:

Shipment of the equipment can be made approximately <u>20-22 weeks</u> after our receipt of approval and your release to manufacture.

These lead times are based upon typical Engineering and Shop loading, which may vary to some degree.

OPTION A

<u>One (1) Shaftless Screw Conveyor</u> which is 12" in diameter and approximately 17 feet long. The conveyor will be complete with drive and controls and be designed and installed on the temporary skid system as described above for discharge into the dumpster for cake removal. Option A is the same conveyor (A-1) as shown in drawing # MONROE_GA-3 provided on 8/19/2019 which is one of a set of three conveyors proposed for the future construction.

ADDER -----\$ 24,648.00

Page Five

Further information can be obtained through the office of our manufacturer's representative in the jobsite area:

Templeton & Associates 4324 Brogdon Exchange Suite 100 Suwanee, Georgia 30024 770-614-8550 (PH) 770-614-5992 (FAX)

We wish you success on this project and look forward to the opportunity of working with you.

Very truly yours,

William Wright William Wright

Attachments

CHARTER MACHINE COMPANY TERMS AND CONDITIONS OF SALE

- 1. Governing Terms: These Terms and Conditions shall exclusively govern the sale of equipment, components and related services by Charter Machine to Acceptance of Charter Machine's offer or counteroffer by Purchaser. acknowledgment is expressly limited to the terms and conditions set forth herein and those stated in any specific Charter Machine proposal or acknowledgment. Charter Machine hereby gives notice of objection to any different, or additional terms which may be proposed or contained in any document forwarded by Purchaser. No other terms or conditions or modification of these terms shall be binding upon Charter Machine unless specifically accepted in writing by an authorized representative of Charter Machine. Merely signing a purchase order or other document as a condition of payment shall not be deemed a specific acceptance of different terms therein by Charter Machine. In the event of any inconsistency between these terms and conditions and the express terms and conditions of any specific Charter Machine proposal or acknowledgment, the express terms and conditions contained in that specific proposal or acknowledgment shall be controlling. In the event that Charter is forwarding these terms and conditions as part of Charter's acceptance of an offer made by the Purchaser, whether through a Purchase Order or other document, Charter's acceptance of such offer is hereby expressly conditioned upon Purchaser's acceptance of and assent to the terms and conditions set forth herein.
- 2. **Pricing:** Unless otherwise expressly stated therein, prices set forth in quotations are valid for acceptance within 60 days of a Charter Machine proposal and shipment is to be made within six months from any such acceptance. If Purchaser causes or requests delays in manufacture or shipment such that shipment is not made within six months from acceptance of a Charter Machine proposal, Charter Machine shall be entitled to receive a price increase in the amount of the actual escalation in labor, material, overhead, and component costs incurred by Charter Machine, as well as reasonable costs of shutdown, delay, start-up and storage costs. The price increase shall be effected by an appropriate Change Order, as more specifically set forth in Paragraph 4 of these Terms and Conditions.
- 3. **Payment Terms:** Subject to a satisfactory credit check and approval by the Charter Machine Credit Department, Charter Machine will extend credit to Purchaser and payment of the full net invoice price shall be due within 30 days of receipt by Purchaser. Should any investigation or other facts made known to or discovered by Charter Machine at any time cause Charter Machine to reasonably deem its ability to recover payment insecurity of payment at any time, Charter

Machine reserves the right to demand payment terms which adequately assure Charter Machine of Purchaser's ability to make payment and to withhold shipment until such terms are reached or payment is received. Invoice amounts that are not paid within thirty days shall be subject to a 1.5% per month finance charge.

- 4. **Change Orders:** When Purchaser delivers a signed and approved Change Order, Charter Machine shall make such changes which are within the general scope of these Terms and Conditions and which are set forth in the Change Order. Adjustments in the pricing and time of delivery, if any, resulting from these changes shall be set forth in the agreed upon Change Order. Any adjustment in price shall be an agreed upon lump sum based upon Charter Machine's proposal for the Change Order work.
- 5. **Payment For Additional Work**: Charter Machine will perform additional work if and when provided a final approved and agreed upon signed Change Order. Purchaser shall pay Charter Machine the amount set forth in the Change Order within thirty days from the date of the completion of the Change Order work.
- 6. Taxes: Purchaser shall be responsible for payment of any and all applicable sales, use, excise or other taxes resulting from any sale made to Purchaser. Charter Machine shall add any applicable sales, use, excise or other tax to the price of equipment, components or related services and remit such tax to the appropriate taxing authority. Purchaser is responsible for and bears the risk of establishment of a valid exemption from any tax, and shall indemnify, defend and hold Charter Machine harmless from any loss, cost or expense relating to exemptions.
- 7. Shipping: All equipment and components will ordinarily be shipped in one lot by the lowest cost method in the discretion of Charter Machine. Additional shipments requested by Purchaser shall be subject to additional shipping and handling charges. All shipments shall be F.O.B. Charter Machine's plant. Delivery to the carrier shall constitute delivery to Purchaser for purposes of transfer of risk of loss or damage in transit and meeting Purchaser's schedule. Purchaser is responsible for obtaining cargo insurance and shall pursue any loss or damage claims solely with the carrier.
- 8. Delivery Dates: All delivery dates are approximate and subject to revision due to engineering approval delays, availability of materials and components, and other causes beyond Charter Machine's control, including but not limited to unusual weather conditions, fire, unusual delays in transportation, acts of God or government, accidents, any labor dispute (including lockouts or strikes), damage or breakdown at Charter Machine's plant or any other work stoppage of 30 days or more Charter Machine will use its best efforts to meet promised delivery dates,

but under no circumstances shall Charter Machine be liable for any direct, or indirect, consequential, incidental, liquidated or other damages for delay in delivery. Purchaser will notify Charter Machine within 30 days after order acceptance of the scheduled delivery date. If Purchaser does not notify Charter Machine a delivery date of 6 months after order acceptance is agreed. For any delays which are beyond Charter Machine's responsibility, a finance charge of 1.5% per month will be due.

- 9 Field Service: "Field Service" refers to the services of a Charter Machine factory-trained representative at the site of end-use for initial installation, inspection, start-up observation and operator training and for subsequent investigation of warranty issues, operation difficulties and Purchaser complaints or requests for post-warranty service. Purchaser acknowledges that Charter Machine Field Service representatives shall make all arrangements necessary with labor unions for their presence on the site. No contractual warranty or indemnity relating to Field Service is extended by Charter Machine, nor are its Field Service representatives authorized to bind Charter Machine with any oral or written representations or statements that conflict with or alter the governmental contract terms or any manuals or written instructions provided by Charter Machine. This paragraph shall apply to any and all initial and subsequent Field Service provided by Charter Machine relating to the equipment sold to the Customer. Each project includes a specific number of days of start-up service on site, consisting of not more than 2 separate site visits. Charter Machine is unable and is not required to perform its start-up service unless and until the entire project is ready for start-up. All days for which Purchaser schedules Charter Machine for start-up services, but Charter Machine cannot perform start-up services because of improper installation, the failure of other equipment or the status or operability of any other portion of the project, will be charged against the allotment of start-up services for the project. If the allotted amount of start-up services are exhausted and any additional start-up services are required, all start-up services in excess of the allotted start-up services will require approval of a written Change Order and Purchaser will be required to pay for such additional start-up services at the rates established in that change order.
- 10. **Cancellation:** Purchaser may not cancel or terminate its order without the written consent of Charter Machine and payment of Charter Machine's incurred costs, overhead, losses and anticipated profit. If Purchaser is subject to a termination for convenience provision in the prime contract, Charter Machine may consider a request to defer payment pending resolution of the Purchaser's claim.
- 11. Government Standards: Charter Machine's equipment will be designed and manufactured to comply with federal government occupational safety, noise, sanitation and health standards. The Purchaser is solely responsible for

compliance of the equipment and its operation with any state or local laws, codes, ordinances, or regulations, unless specifically identified by Charter Machine in its proposal.

Limited Warranty: Charter Machine warrants that the equipment and 12. components furnished will be and remain free from defects in workmanship and materials and perform the general process function intended, solely under the conditions defined by Charter Machine, for a period of (a) 12 months from completion of installation, start-up or acceptance of the equipment, or (b) 18 months from the date of delivery to Purchaser, whichever expires first. Charter Machine will replace, modify or repair, at its sole option, any such defective component or equipment at no charge provided that Charter Machine is notified promptly in writing of any claimed defect and, if requested by Charter Machine, the claimed defective part or component is returned to Charter Machine, freight pre-paid. If Purchaser fails to promptly notify Charter Machine in writing of any claimed defect, Purchaser waives its right to claim a breach of the warranty with respect to such claimed defects. This warranty does not apply to any defect or malfunction arising out of failure to store, install, operate or maintain the equipment in accordance with instructions by Charter Machine or its operation under conditions other than those defined by Charter Machine. Any unauthorized modification or alteration of the equipment or repair or replacement of components shall void this warranty. Any damage due to misuse or utilizing the equipment in a manner for which it was not intended will void the warranty.

This warranty for replacement, modification or repair does not include costs or labor incurred or required for removal and/or re-installation of the equipment or items or circumstances encountered in connection with such removal and/or reinstallation over which Charter Machine has no control, including, but not limited to, any structural alteration, demolition, re-configuration of buildings and/or other equipment required in connection with, or any limitations or restrictions due to building design affected by, the necessary repair or replacement to the Charter Machine Company equipment.

All repairs or shipments of parts will be provided during normal working hours. Weekend, holiday or special arrangements must be coordinated through Charter Machine.

THIS WARRANTY IS EXCLUSIVE AND INTENDED TO BE IN LIEU OF ANY OTHER WARRANTIES, INCLUDING THE IMPLED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. **Exclusive Remedies:** Purchaser acknowledges that its sole and exclusive remedies for breach of the Limited Warranty shall be replacement or repair by

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Charter Machine of any defective equipment or component, and payment of the reasonable out-of-pocket costs incurred in connection with replacement or repair if such costs are approved in advance by Charter Machine, or refund of 80% of the purchase price if the equipment cannot be repaired or replaced. This remedy is exclusive and does not include any consequential, incidental, special or other form of damage or extraordinary costs for removal or re-installation, such as crane rental or structural alteration or demolition.

- 14. Limitation of Liabilities: Charter Machine shall not be liable in contract, tort or otherwise for any form of consequential, incidental, punitive, or liquidated damages, loss of use, cost of cover, extraordinary removal or re-installation costs, or governmental fines or penalties arising out of failure of its equipment to perform or be free from defects, late shipment, errors or omissions in Field Service or any other breach or failure to perform whatsoever. Under no circumstances shall Charter Machine's total liability of any type exceed 80% of the purchase price.
- 15. Indemnification: Charter Machine shall indemnify Purchaser from and against any claims, suits, or demands by others for property damage, personal injury or death arising out of the sole fault or neglect of Charter Machine in the manufacture of its equipment, or for damages for patent infringement arising solely out of equipment or components designed and supplied by Charter Machine. This indemnity obligation shall be void unless Purchaser provides prompt written notice to Charter Machine of any occurrence which may require indemnification. Charter Machine shall assume the defense and settlement of any claim, suit or demand, and Purchaser shall cooperate in all respects with Charter Machine in any such defense and settlement.
- 16. Title: Notwithstanding delivery or installation, title to all equipment furnished shall remain solely with Charter Machine until the full purchase price is paid by Purchaser. Until such time, Charter Machine may enter the premises where such equipment is then located and repossess and remove such equipment by any lawful means and as Charter Machine's personal property. Purchaser agrees to perform all acts deemed necessary or desirable or requested by Charter Machine to maintain Charter Machine's rights, in, and title to, such equipment.
- 17. **Governing Law:** The transaction between Purchaser and Charter Machine shall be deemed to be made under and its terms shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey without regard to its conflict of laws provisions.
- 18. Arbitration: Any controversy or claim arising out of or relating to this contract or its breach shall be settled by binding arbitration conducted in New Jersey in accordance with the Construction Industry Arbitration Rules of the American

2258828v1

Arbitration Association and New Jersey law and judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction. The party prevailing in the arbitration shall be entitled to recover its attorneys' fees and costs of the arbitration.

- 19. Assignment: Purchaser shall not assign any of its rights or obligations without the express prior written consent of Charter Machine, which consent may be withheld, delayed or conditioned in Charter Machine's sole discretion. The transaction between Purchaser and Charter Machine shall not be construed to confer or create a third-party beneficiary relationship with any other entity.
- 20. Severability: The partial or complete invalidity of any one or more provisions of these Terms and Conditions shall not affect the validity or continuing force and effect of any other provision.
- 21. Joint Drafting: The parties expressly agree that these Terms and Conditions were jointly drafted, and that they both had an opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. These Terms and Conditions therefore shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

CHARTER MACHINE COMPANY

Proposal

MOBILE DEWATERING TRAILER THREE-BELT SENTRY PRESS MODEL # 3BTP17.93 TRAILER NUMBER 46



Prepared for

City of Monroe Jacks Creek WWTP P. O. Box 725 Monroe, GA 30655 February 19, 2020



Dewatering Equipment Machines Division A GEC Subsidiary

DATE: February 24, 2020

TO: City of Monroe, GA Rodney Middlebrooks – Utilities Director

PROPOSAL: Charter Machine Company (CMC) Proposal No. 200219-B

PROJECT: 48 Foot Trailer Mounted Belt Filter Press

We are pleased to offer the following equipment of our manufacture and supply for your consideration. The unit offered is a <u>3-belt model</u> that is furnished with an independent gravity deck equipped with separate VFD, located at operator level - with a total of eight vertical pressure rolls located in the shear/pressure section. Auxiliary equipment included with the 3-belt model as listed below will provide a complete dewatering system. The proposed unit is the same unit that is currently located on the Monroe, GA, WWTP site.

Item 1

<u>One (1) Charter Machine Company Belt Filter Press, Model 3BTP17.93</u>, with a 1.7 meter belt width, **304 Stainless Steel Tubular frame construction**, manufactured to achieve the optimum sludge dewatering performance. All belt press electrical functions are factory wired to numbered terminals in a frame mounted 304 Stainless Steel, NEMA 4X junction box. The machine is currently on site and totally assembled. Also included is <u>one (1) upstream</u> <u>conditioning device</u> consisting of a 304 Stainless Steel 6 inch in-line adjustable orifice venturi type mixer, complete with a polyethylene injection ring. The Belt Filter Press is totally pre-plumbed, requiring one (1) sludge feed connection, one (1) polymer feed connection, one (1) plant water connection, one (1) hydraulic connection, and one (1) electrical connection.

> 55 Wester Ave. Metuchen N.J. 08840 (732) 548-4400 Fax: (732) 494-4596 WWW.CHARTERMACHINE.COM

> > Utilizing **ROEDICER** technology.

Page Two

Item 2

<u>One (1) Belt Filter Press Main Electrical Control Panel</u>, totally factory wired to numbered terminal strips and including all necessary components for the automatic or manual operation of the belt filter press system. Components include belt drive VFDs, pushbuttons, lights, relays, switches, transformers, fuses, alarms and starters to perform the necessary control functions for the press. Included in the control panel there are all necessary controls and components to coordinate the sludge feed pump, polymer system, hydraulics, booster pump and discharge arrangement that is provided with the 3-belt unit proposed providing a complete dewatering system. The control panel is 304 Stainless Steel, NEMA 4X, 480V – 3PH – 60 amp, hinged front access, and completely factory assembled and tested.

Item 3

One (1) Hot-Dipped Galvanized Sump to collect all filtrate and washwater created during operation. The sump material is a minimum of 3/16 inch thick plate.

Item 4

6

<u>One (1) Hydraulic Power System</u> capable of achieving operating pressure up to 300psi. The system shall provide pressurized oil for the belt tensioning, belt tracking, doctor blade positioning and plow grid lifting systems. The unit consists of a 10 Gallon 304 stainless steel storage reservoir, oil pump, oil filter, pressure gauges, piping, valves, cylinders in type 304 stainless steel and 2HP TEFC motor to provide a complete operational system. Controls are located in the belt filter press master control panel.

Item 5

<u>One (1) Wash Water Booster Pump</u> to provide water to the belt filter presses belt wash stations. The booster pump is complete with galvanized base and mounted to a maximum 7.5 HP TEFC motor. The pump provided is a Goulds Model 3196 mounted on the belt filter press equipment skid. A recycle feature is also provided that can be utilized. Controls will be located in the belt filter press master control panel.

Item 6

<u>One (1) Roedos Model 500 Batch Liquid/Dry Polymer System.</u> consisting of two (2) 500 gallon stainless steel tanks complete with mixers, polymer eductor funnels, solenoid valves, float switches, and polymer feed pumps. One (1) dilution panel, consisting of rotameters, inline static mixers and piping, all mounted on a type 304 stainless steel mounting plate, this system can be utilized with both emulsion and dry polymer. All polymer system controls will be located in the belt filter press main control panel.

3 | Page

Page Three

Item 7

<u>One (1) Rotary Lobe Feed Pump</u> complete with motor and VFD mounted on hot-dipped galvanized base and secured on trailer.

Item 8

<u>One (1) Magnetic Flow Meter</u> capable of displaying instantaneous sludge flow rate in GPM and totalizing sludge flow in thousands of gallons. The flow meter includes all sensors, recorders, wiring, conduit and transmitter and located in the sludge pipeline prior to the belt filter press.

Item 9

<u>One (1) Shuttle screw conveyor</u> mounted on the belt press frame for facilitating the movement of dewatered sludge from the discharge belts of the belt filter press to the discharge conveyor.

Item 10

<u>One (1) Sludge discharge conveyor</u>, is a tube frame, troughing slider type, for facilitating the movement of dewatered sludge from the discharge of the belt filter press to the disposal container. The conveyor will be approximately sixteen (16) feet long and will include one (1) AC constant speed drive motor. Controls for the discharge conveyor will be located in the belt filter press control panel.

Item 11

<u>One (1) Complete set of Platforms/Catwalks</u> provided per Charter Machine's standard design is included.

Item 12

One (1) Set of Set-Up Supplies:

100 feet – 1.5 inch NPT fire hose

100 feet – 4 inch suction/discharge hose with Kamlock connections

100 feet – 6 inch drain hose

150 feet – 6/4 power cord for 480V, 60 AMP, 3 Phase

Item 13

<u>One (1) 48' Trailer with full length roof</u>, with all above equipment mounted securely on frame. The trailer is completely road ready and functions as a complete mobile dewatering system.

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Page Four

Please Note:

Except as otherwise noted herein, the following are not included in our offering:

Installation or off-loading, local, state or federal taxes, permits, or other fees, wiring, conduit or plumbing between items, anchor bolts, local motor disconnects or lockouts, polymer for startup or operation.

Final Information and Pricing:

We propose to furnish the above described equipment for the Total Lot Net Selling Price of **<u>\$565,000.00</u>** This proposal includes the mobile press and all the equipment provided on the trailer that is currently being utilized at the facility.

- 90% 30 Days Upon Acceptance of Purchase Order
- 10% Upon Receipt of O&M Manual

Other terms and conditions apply per the attached sheet. Late payments shall be subject to a 1.5% per month finance charge.

Unless otherwise specified this proposal is offered for acceptance for (60) sixty days and is subject to review thereafter. Pricing is firm based upon receipt of a Purchase Order within this (60) sixty-day period.

Drawings and Manuals:

Final drawings and equipment information can be provided in approximately <u>3-6 weeks</u> after our receipt and acceptance of your purchase order.

We appreciate your interest in our line of dewatering equipment and look forward to continue working with you. Should you have any questions or comments regarding the above proposal please feel free to contact us and we will assist in any way possible.

Sincerely,

William Wright National Sales Manager Charter Machine Company