



City of Hogansville
City Council

Regular Meeting Agenda

Monday, February 5, 2024 – 7:00 pm

Meeting will be held at Hogansville City Hall,
111 High Street, Hogansville, GA 30230

Mayor: Jake Ayers	2025	City Manager: Lisa E. Kelly
Council Post 1: Michael Taylor, Jr *	2025	Assistant City Manager: Niles Ford
Council Post 2: Matthew Morgan	2025	City Attorney: Alex Dixon
Council Post 3: Mandy Neese	2027	Chief of Police: Jeffrey Sheppard
Council Post 4: Mark Ayers	2027	City Clerk: LeAnn Lehigh
Council Post 5: Kandis Strickland	2027	* Mayor Pro-Tem

Regular Meeting – 7:00 pm

1. Call to Order – Mayor Jake Ayers
2. Invocation & Pledge

Consent Agenda

All items listed under the Consent Agenda are considered to be routine in nature and will be approved by one blanket motion.

1. Approval of Agenda: Regular Meeting February 5, 2024
2. Approval of Minutes: Regular Meeting January 16, 2024
3. Approval of Minutes: Work Session Meeting January 16, 2024

Citizen Appearance

1. Willie Cameron to Discuss Cameras at Lofton Park and Ditch Cleanout on Poplar Street

Presentation

1. Employee Service Award – Sgt. James Vincent, IV – 5 Years

New Business

1. Royal Theater – AVIT Audio/Visual Equipment & Labor

City Manager's Report

Chief of Police Report

Council Member Reports

1. Council Member Taylor
2. Council Member Morgan
3. Council Member Neese
4. Council Member Ayers
5. Council Member Strickland

Mayor's Report

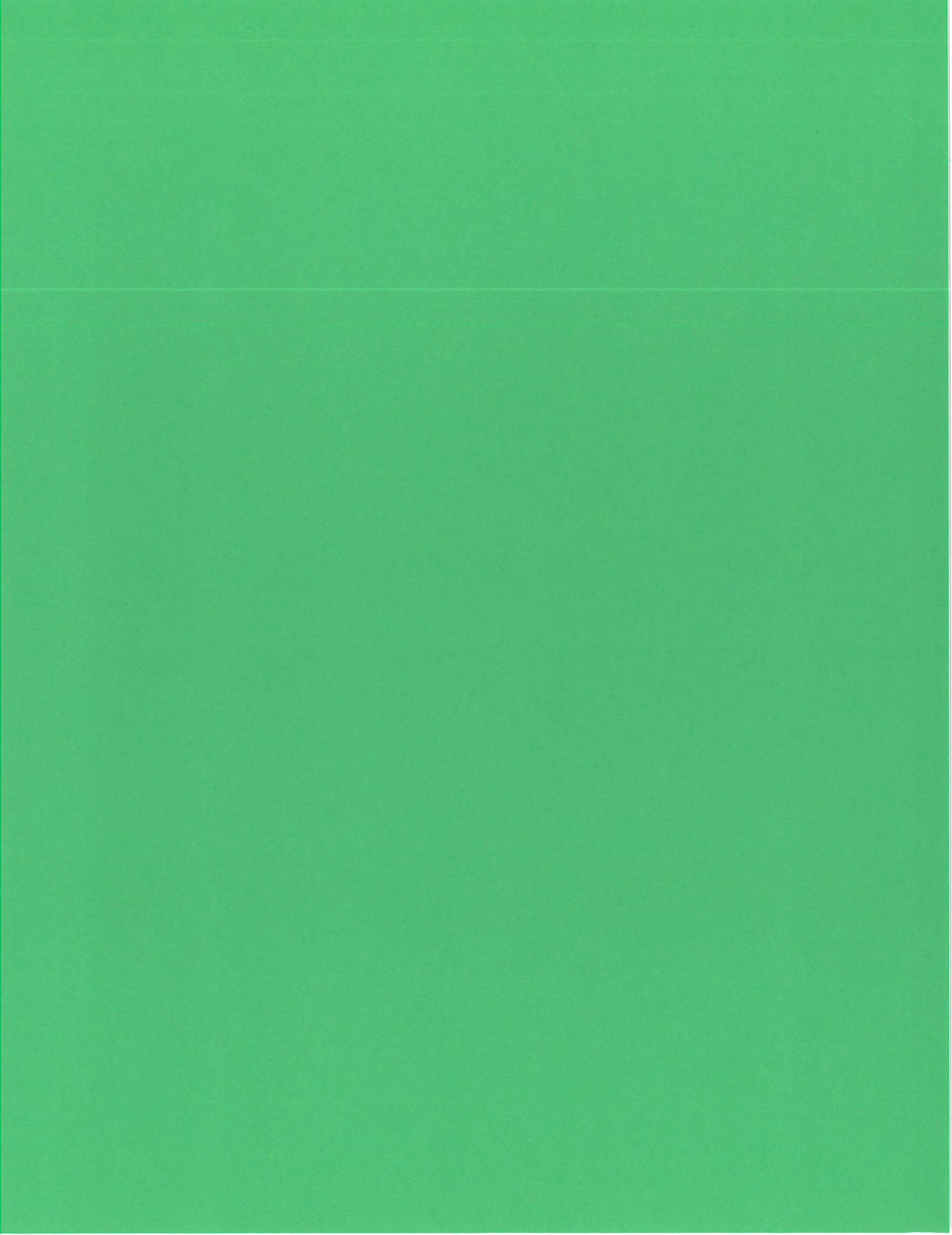
Executive Session

1. Real Estate Exemption

Adjourn

Upcoming Dates & Events

- February 15, 2024 – 6:00 pm | Meeting of the Planning & Zoning Commission at Hogansville City Hall
- February 19, 2024 – 7:00 pm | Regular Meeting of the Mayor and Council at Hogansville City Hall
- February 20, 2024 – 6:30 pm | Meeting of the Historic Preservation Commission at Hogansville City Hall
- February 27, 2024 – 6:30 pm | Meeting of the Downtown Development Authority at Hogansville City Hall





01/16/2024

Meeting held at Hogansville City Hall, 111 High Street, Hogansville GA 30230

Regular Meeting

Call to Order: Mayor Jake Ayers called the Regular Meeting to order at 7:02 pm. Present were Council Member Michael Taylor, Jr., Council Member Matthew Morgan, Council Member Mandy Neese, Council Member Mark Ayers, and Council Member Kandis Strickland. Also present were City Manager Lisa Kelly, City Attorney Alex Dixon, Police Captain Marcus Rakestraw, and City Clerk LeAnn Lehigh. Police Chief Jeff Sheppard was not present at tonight's meeting.

Council Member Taylor gave an invocation and Mayor Ayers led the Pledge of Allegiance.

CONSENT AGENDA

Motion: Council Member Neese moved to amend the Consent Agenda, adding Budget Amendment as item number 3 under New Business and moving the Executive Session to the last agenda item. The motion was seconded by Council Member Morgan.

Motion Carries 5-0

Motion: Council Member Ayers moved to approve the Consent Agenda. The motion was seconded by Council Member Taylor.

Motion Carries 5-0

NEW BUSINESS

1. Surplus of Motorola Police Radios

Motion: A motion was made by Council Member Neese to surplus the old Motorola Police radios. The motion was seconded by Council Member Ayers.

Discussion: The old Motorola police radios had become obsolete due to the new police department radio system and new radios, so they are asking to surplus the old radios.

Motion Passes – 5-0

2. Statewide Mutual Aid Agreement

Motion: Council Member Neese moved to approve the Statewide Mutual Aid Agreement. The motion was seconded by Council Member Taylor.

Discussion: The Statewide Mutual Aid Agreement is renewed every four years. This agreement allows assistance from other public safety entities, and also allows the City of Hogansville to help other jurisdictions as needed.

Motion Passes – 5-0

3. Budget Amendments

Motion: Council Member Neese moved to approve budget amendments prepared by the City's auditors to close out fiscal year 2022/2023. The motion was seconded by Council Member Ayers.

Discussion: None

Motion Passes – 5-0

EXECUTIVE SESSION

Motion: A motion was made by Council Member Neese to enter into Executive Session under the Real Estate Exemption at 7:26pm. The motion was seconded by Council Member Ayers.

Motion Passes – 5-0

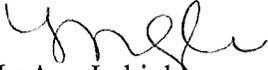
The Regular Meeting was reconvened at 9:22 pm.

January 16, 2024

ADJOURNMENT

On a motion made by Council Member Neese and duly seconded, Mayor Ayers adjourned the meeting at 9:23 pm.

Respectfully,

A handwritten signature in black ink, appearing to read "LeAnn Lehigh". The signature is fluid and cursive, with the first name "LeAnn" being more prominent than the last name "Lehigh".

LeAnn Lehigh
City Clerk



Tuesday, 01/16/2024

Meeting held at Hogansville City Hall, 111 High Street, Hogansville GA 30230

Work Session Meeting

Call to Order: Mayor Jake Ayers called the Work Session to order at 5:39 pm. Present were Mayor Jake Ayers, Council Member Michael Taylor, Council Member Matthew Morgan, Council Member Mandy Neese, Council Member Mark Ayers, and Council Member Kandis Strickland. Also present were City Manager Lisa Kelly, Assistant City Manager Niles Ford, City Attorney Alex Dixon, and City Clerk LeAnn Lehigh. Police Chief Jeff Sheppard was not present at tonight's meeting.

ORDER OF BUSINESS

1. Parks Plan

The Mayor and Council recently received the draft of the Parks Plan for the future of the City. Council agreed to prioritize Strozier Park, McGee Park, and Askew Park, and was asked to hear what the Council would like to see at those three parks. Council agreed on the following:

- Askew Park - Council would like to get rid of the wooden pergolas in the plan. They also would like to fully fence the park and add seating around the fountain.
- McGee Field – Council agreed that they would like to do away with the baseball field feel and make it more multifunctional, with a “squared up” greenspace. They would like each area of the park fenced off in sections. They want to switch the dog park and skate park areas. Council would like to have an access from Askew Ave. Council would also like to see a plan to add a Pickleball Court at the Parks & Rec building, as well as a parking area for that court.
- Strozier Park – Covered benches around the trail area and fencing around the park. They would like to realign the restrooms. Add lighting around the park. They would like to add an additional pavilion and replace the current pavilion. They would also like to see a running track. Council agreed that they would like to go ahead and pull the trigger with getting a playground installed as soon as possible before the splash pad opens for the summer. Funding would come from SPLOST.

Council had some discussion on other areas of the Park Plan as well, including Isaiah Lofton Park which they agree they would like to remove the plans for a playground at that park. Council would like lighting for all park facilities.

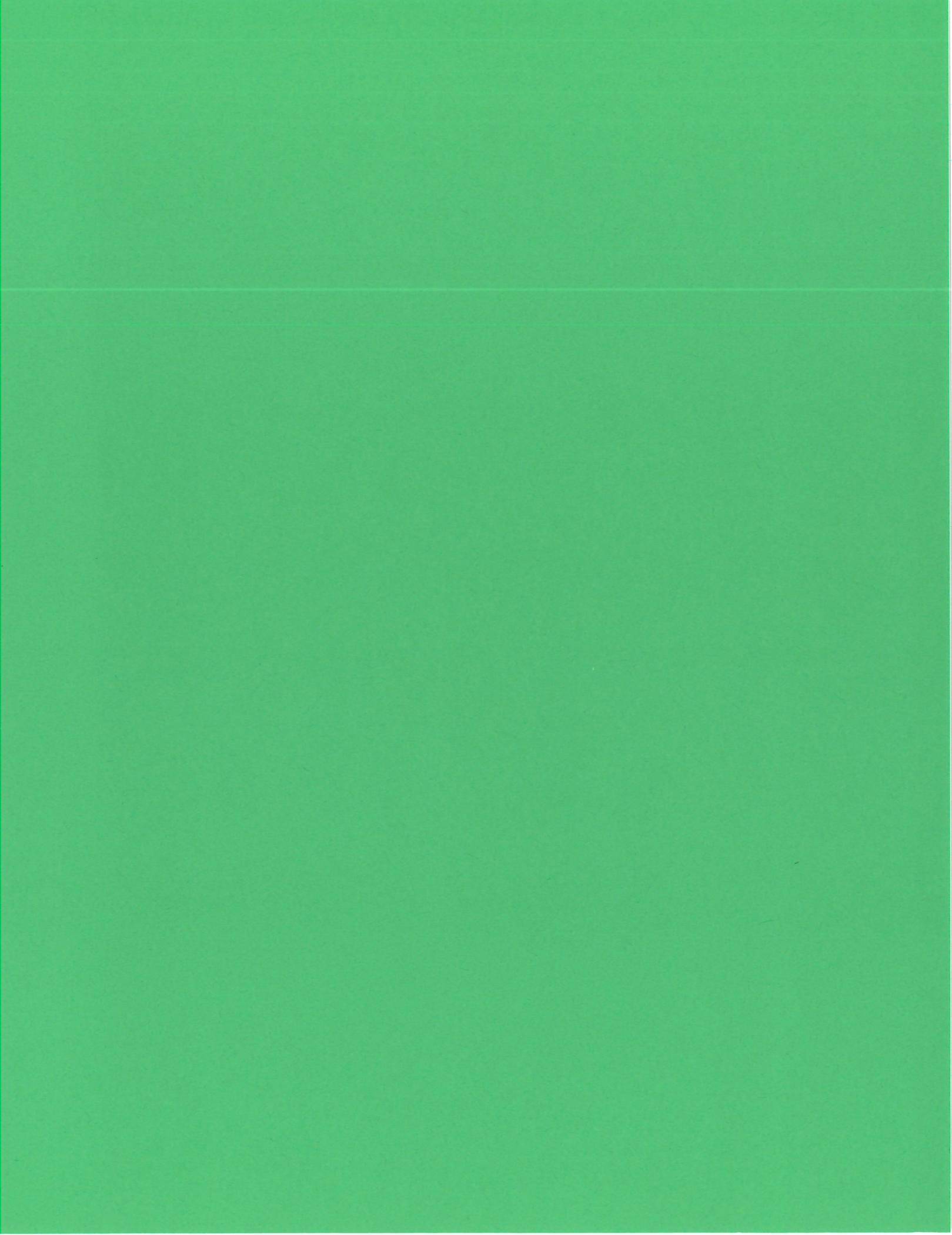
ADJOURNMENT

Mayor Jake Ayers adjourned the Work Session at 6:55 pm.

Respectfully,

LeAnn Lehigh
City Clerk

January 16, 2024





We have prepared a quote for you

City of Hogansville - Royal Theatre - AVL

Quote # 005169
Version 3

Prepared for:

City of Hogansville - Royal Theatre, GA

Lisa Kelly
lisa.kelly@cityofhogansville.org



▶ Statement of Work

Objectives:

- Coordinate all activities required to implement the deliverables requested
- Deliver quotes to client for proper budgeting purposes
- Project manage activities with internal resources, vendor manage internal vendors as well as third party client vendors
- Work with contractor and client development team during all aspects of the construction to coordinate onsite visits and answer any question concerning the build out
- Install, configure and test all hardware and software associated with the project and provide remote support during the restaurant opening

Loudspeaker Audio

Product Details		Qty
VTX A6 	Sub-compact Dual 6.5-Inch Line Array Element	14
ASB7128 	Dual 18" Ultra High-Power Subwoofer System	3
4X3500HDS-U-USFX 	Crown I-Tech HD I-Tech 4x3500HD Amplifier - 4000 W RMS - 4 Channel - 0.4% THD - 20 Hz to 20 kHz - 2300 W - Ethernet	4



Loudspeaker Audio

Product Details		Qty
Bose AMU 105 	Bose AMU 105 Lobby Speakers - Black	2
Bose AMU 208 	Bose AMU 208 Outside Speaker - Black	1
PS404D 	PS404D Amp for lobby and Outdoor speakerE41	1
Q-SYS CORE 110f 	QSC Audio DSP	1
SL-QSE-110-P 	Q-SYS Core 110 Scripting Engine Software License, Perpetual.	1
Misc Rigging 	Misc. Rigging Materials	1

Subtotal: \$159,075.00

Front of House (Sound Booth)

Product Details		Qty
Avantis Desk 	Allen & Heath - 96kHz FPGA processing, 64 Input Channels, 24 Faders / 6 Layers, 42 Mix busses, Dual 15.6" Full HD capacitive touchscreen Digital Mixer, DEEP Processing ready (AH-dPack)k	1



Front of House (Sound Booth)

Product Details		Qty
AB168	Digital Stage Box	2
		
DX Hub	DX Link Expansion Hub	1
		
Dante64	64x64 Channel Dante Option Card	1
		
Computer	Custom Computer	1
		
Rack	Custom Rack	1
		
Misc Hardware	Misc Interconnect Cables Misc hardware	1
		
Personal Mixer		
AH-ME-1	Allen & Heath ME-1 Personal Monitor Mixer	6
		



Front of House (Sound Booth)

Product Details		Qty
Misc Hardware 	Misc Interconnect Cables Misc hardware	6
Performance Communication		
MS-702 	Clear-Com MS-702 1RU 2-channel Main Station	1
RM-702 	2-Channel 1RU Remote Station with Built-In Speaker	1
RS701 	Clear-Com RS-701 Single-channel Standard Beltpack	5
CC-400-X4 	Clear-Com CC-400-X4	2



Front of House (Sound Booth)

Product Details		Qty
CC-300-Y4	Clear-Com CC-300-Y4	3
		
HS-6D	Clear-Com HS-6	1
		
Misc Hardware	Misc Interconnect Cables Misc hardware	6
		

Subtotal: \$42,734.99

Mic Package & Stage Connectivity

Product Details		Qty
Mic Package		
Mic Package	Mic Package (includes receiver, mics, cables and stands)	1
		
Stage Box		



Mic Package & Stage Connectivity

Product Details	Qty
Custom wall Box  12x12 - 24 Hole	1

Subtotal: \$26,000.00

Lighting

Product Details	Qty
MQ50  ChamSys MagicQ MQ50 Compact Console	1
CHAUVET PROFESSIONAL Ovation E-260WW  CHAUVET PROFESSIONAL Ovation E-260WW	14
OHDLENS26  Chauvet Lens Place Holder	14
ROGUER1XSPOT  Includes: powerCON Power Cord, 2pcs Omega Brackets Control: 3-pin DMX, 5-pin DMX	4



Lighting

Product Details		Qty
ROGUER2XWASH	CHAUVET PROFESSIONAL Rogue R2X Wash Color Wash Moving Head (RGBW)	4
AMHAZEECO	CHAUVET PROFESSIONAL Amhaze ECO Professional Water-Based Haze Machine	1
COLORDASHBATTENQ12	Includes: PowerCON Power Cord Control: 3-pin DMX, 5-pin DMX	6
Misc Hardware	Misc rigging and Interconnect Cables Misc hardware	1

Subtotal: \$56,840.00

Cinema Projection

Product Details		Qty
120-604	DP 21000 ISO / 18,600 ANSI Lumens Projector	1



Cinema Projection

Product Details		Qty
 <p>DRAPER PARAGON V</p>	<p>Drappern 25', NTSC, MATT WHITE XT1000VB, 110 V - 114609</p>	1
 <p>Lens</p>	<p>Custom Throw Lens</p>	1
 <p>Graphics Engine</p>	<p>Graphics Engine Computer</p>	1
 <p>Misc Hardware</p>	<p>Misc. Parts, mounts, material Misc hardware</p>	1

Subtotal: \$62,753.00

Cable

Product Details		Qty
 <p>SP-122-500-BL</p>	<p>12/2 CMG Rated Speaker Wire - Blk Wirepath 12/2 CMG Rated Speaker Wire - Blk</p>	6



Cable

Product Details		Qty
Belden 8451	Belden 8451; Multiconductor single Pair Cable 2 22AWG PP Shield PVC FR Black	12
		
BELDEN 9913	50ohm Low Loss RG8 Coax Cable	1
		
BL-1505A-1000	Belden 1505A CMR Rated 6G-SDI RG59 75 Ohm Digital Coaxial Video Cable 20AWG - Black - 1000 Foot	3
		
NST-CAT5E-1000-WHT	Wirepath™ Cat 5e Unshielded 24/4 Solid CMG-Rated Wire – 1000 Ft. Nest in Box (White)	5
		
Cable; CAT6 Non-Plen1000ftBLK	Cable; CAT6 Non-Plenum 1000ft Black	3
		



Cable

Product Details		Qty
Misc Hardware	Misc Interconnect Cables	1
 Misc hardware		

Subtotal: \$12,431.32

Labor

Product Details		Qty
Cabling Installation (Rough)		80
Labor		
Field Device Installation (Speaker, Projector, Lights)		80
Labor		
Rack Fabrication		20
Labor		
Finish Trim / Installation		60
Labor		
Commissioning / Training		24
Labor		



Labor

Product Details		Qty
Engineering Labor		20
Project Management Labor		1
Onsite Support Labor		16
Volume Discount		1

Subtotal: \$29,295.00

Travel

Product Details		Qty
Travel Travel Cost		1

*Shipping is not included in this proposal. It will be billed separately upon project completion**

Subtotal: \$11,500.00



Payment Terms

Payment Terms

Schedule:

- With signed contract, we will start site coordination and interface with general contractor
- 15% deposit will get client shop drawings
- 20% more to mobilize and start procuring hardware
- 50% 30 days prior to rack delivery
- 15% balance upon completion
- ALL payment notes are NET30

Based on the information given that Client is tax exempt, tax has been removed. AVIT will need a sales tax exemption certificate to honor tax exemption



Terms & Conditions

*** QUOTE IS VALID FOR 30 DAYS. ***

Terms and Conditions

This quote ("Quote") is provided based on the scope of work supplied to AVIT, LLC ("AVIT") by the customer set forth above ("Customer"). A more detailed scope of work shall be provided by Customer upon AVIT's request. Should the scope of the project, work, or service change, a revised quote will be issued, which may include increased costs. This Quote is valid for thirty (30) days from the date hereof or such other time as expressly set forth herein. Additional terms and conditions shall apply for additional services provided by AVIT to Customer.

Upon receipt of this signed Quote, an AVIT project manager will confirm the anticipated installation schedule with the Customer. Please note that there may be potential cost and/or schedule impacts if any of the following apply: 1) ceiling / wall cover is scheduled to begin in less than 30-days, 2) installation hours are limited to less than 8-hour shifts and/or require off-hours / night work and/or 3) project is required to be complete in less than 45-days (or 60-days if design includes a custom rack).

PRICE AND PAYMENT:

- Quoted prices do not include freight costs or taxes, unless specifically noted as such. Customer is responsible for paying all applicable federal, state, and local taxes, fees and licenses as well as freight charges (including duties and insurance).
- This Quote may or may not include an estimate for lift rental costs depending on whether lift requirements have been confirmed. Customer is responsible for paying all final lift rental costs necessary to complete the project installation.
- Any additional costs required to meet local codes, union labor requirements, and/or permit charges shall be paid by the Customer.
- Customer shall reimburse AVIT for any additional travel expenses reasonably incurred at AVIT's discretion under the scope of this Quote. Installation labor and travel time are estimates and the final invoiced amount may increase or decrease depending on actual travel and labor time required.
- Upon AVIT issuing an invoice against this Quote, AVIT shall no longer be liable for any claims against it and its contractors except for those arising from failure of the work to meet the requirements set forth herein.
- In the event the Customer fails to make payment within the terms stated in the applicable invoice, Customer shall pay all reasonable collection costs, attorneys' fees and 1.5% per month interest (or the maximum interest rate allowable by law) on the unpaid portion of the fees set forth herein.
- Until all fees are paid in full, AVIT will retain full ownership and title to all equipment.
- Deposit requirements:
 - AVIT will require a deposit, indicated in the summary section of this quote. A deposit invoice will be generated within 48 hours of quote approval. Payment terms Net 15.
 - Any additional payments or draw invoices to be issued as dictated in the terms. Payment terms Net 15.
 - Final payment, along with any change orders, will be invoiced within approximately 15 days post completion of completion of this quote.
- **WARRANTY:** All work hereunder is to be performed in a professional manner in accordance with all applicable codes and requirements. AVIT provides a ninety (90) day warranty (the "Warranty") on the installation workmanship of all equipment supplied by AVIT. This Warranty is non-transferable and applies only to equipment installation performed by AVIT.
- AVIT assumes no liability for equipment malfunctions resulting from influences external to the equipment itself (e.g. faulty AC wiring, radio transmissions and lighting systems).
- Intentional or accidental damage to the equipment, including but not limited to, operator abuse, acts of God and



Terms & Conditions

maintenance or service not provided by AVIT, will automatically void the Warranty.

- The Warranty begins upon AVIT issuing a final invoice to the Customer for the applicable equipment.
- Equipment returned for repair or replacement under the Warranty may only be removed from the Project Site by AVIT or its authorized contractors, unless otherwise approved in writing by AVIT. All equipment not covered by Warranty requiring repair or replacement shall be repaired or replaced at the Customer's sole expense.

EQUIPMENT AND LABOR:

- Preparation of the Project Site per AVIT's design specifications and/or documents is the Customer's responsibility. Project Site preparation includes, but is not limited to, electrical power, secure mounting locations and millwork.
- Upon delivery of equipment to the Project Site, the Customer assumes full legal responsibility of all equipment, including secure storage.
- The Customer shall provide clear and uninterrupted access to the Project Site to AVIT and its contractors during the agreed upon installation schedule. Any additional installation costs incurred due to access limitations are the responsibility of the Customer.
- Architectural drawings of the Project Site as well as the performance and functionality requirements of the System shall be provided to AVIT by the Customer. Any additional installation costs incurred due to inaccuracies in such drawings and/or requirements will be invoiced at AVIT's standard fees and are the responsibility of the Customer.
- The Customer represents and warrants that the Project Site will be safe and free from hazardous materials and conditions. If AVIT or its contractors encounter hazardous materials, including but not limited to, asbestos, AVIT will immediately stop work in the affected areas. If such conditions arise, AVIT will notify Customer immediately. Any additional costs incurred due to the presence of hazardous materials are the sole responsibility of the Customer.
- AVIT shall be responsible for obtaining any necessary permits. Fees and charges for all necessary permits and approvals for work at the Project Site shall be passed on to the Customer and will be the sole responsibility of the Customer.
- Any additional costs incurred due to circumstances outside of AVIT's control including but not limited to, unavoidable casualties, acts of God, and labor disputes that result in any delay are at the sole cost and expense of the Customer.
- Customer is responsible for coordinating and integrating the work of AVIT with the work of any other individuals or companies working on the Project Site. Any additional costs incurred due to a lack of the above-mentioned coordination are at the sole cost and expense of the Customer.
- Project delays due to manufacturer shortages and/or product availability shall not be the responsibility of AVIT.
- In the event the equipment originally specified by AVIT in this Quote is discontinued or cannot be obtained in a timely manner to meet the construction schedule, AVIT reserves the right to substitute the equipment with alternatives that meet or exceed the performance specifications of the original system design.
- AVIT shall provide the Customer with all relevant equipment operation manuals and/or appropriate on-site training (which may be provided for an additional fee) on equipment operations.
- If the Customer breaches any of the terms and conditions specified herein, AVIT will inform the Customer in writing. Unless Customer remedies the breach within thirty (30) days of receiving written notice, AVIT reserves the right to terminate work upon notice without penalty and Customer shall owe AVIT for any amounts payable prior to such termination.
- **CONFIDENTIALITY:** Any confidential and/or proprietary information contained in this Quote, including but not limited to any designs and/or drawings, shall remain the sole property of AVIT. Information contained in this Quote shall not be communicated to anyone other than employees of the Customer on a need-to-know basis. The Customer shall hold in strict confidence all proprietary and confidential information of AVIT, including but not limited to the existence and content of this Quote.



Terms & Conditions

MISCELLANEOUS:

The terms and conditions set forth in any signed agreement between AVIT and the Customer, including this Quote, shall control with respect to all transactions contemplated hereunder. Any preprinted terms and/or other terms on Customer's purchase order, purchase order confirmation or other document implementing a signed agreement and/or this Quote shall be void and of no effect. This Quote shall be governed by and construed under the laws of the State of Florida. Each party agrees that the exclusive venue for any action, suit or proceeding arising from or based upon this Quote shall be the appropriate state and federal courts located in Hillsborough County, Florida.



City of Hogansville - Royal Theatre - AVL

Prepared by:

Tampa
Jayne Vidomanets
888-520-5229 x2182
Fax 813-436-5588
jayne@avitpartners.com

Prepared for:

City of Hogansville - Royal Theatre, GA
400 E Main Street
Hogansville, GA 30230
Lisa Kelly
+17066378629
lisa.kelly@cityofhogansville.org

Quote Information:

Quote #: 005169
Version: 3
Delivery Date: 01/25/2024
Expiration Date: 01/31/2024

Quote Summary

Description	Amount
Loudspeaker Audio	\$159,075.00
Front of House (Sound Booth)	\$42,734.99
Mic Package & Stage Connectivity	\$26,000.00
Lighting	\$56,840.00
Cinema Projection	\$62,753.00
Cable	\$12,431.32
Labor	\$29,295.00
Travel	\$11,500.00
Total:	\$400,629.31

Terms and Conditions

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Upon receipt of this signed Quote, an AVIT project manager will confirm the anticipated installation schedule with the Customer. Please note that there may be potential cost and/or schedule impacts if any of the following apply: 1) ceiling / wall cover is scheduled to begin in less than 30-days, 2) installation hours are limited to less than 8-hour shifts and/or require off-hours / night work and/or 3) project is required to be complete in less than 45-days (or 60-days if design includes a custom rack).

PRICE AND PAYMENT:

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state, and local taxes, fees and licenses as well as freight charges (including duties and insurance).

This Quote may or may not include an estimate for lift rental costs depending on whether lift requirements have been confirmed. Customer is responsible for paying all final lift rental costs necessary to complete the project installation.

Any additional costs required to meet local codes, union labor requirements, and/or permit charges shall be paid by the Customer.

Customer shall reimburse AVIT for any additional travel expenses reasonably incurred at AVIT's discretion under the scope of this Quote.

Installation labor and travel time are estimates and the final invoiced amount may increase or decrease depending on actual travel and labor time required.

Upon AVIT issuing an invoice against this Quote, AVIT shall no longer be liable for any claims against it and its contractors except for those arising from failure of the work to meet the requirements set forth herein.

In the event the Customer fails to make payment within the terms stated in the applicable invoice, Customer shall pay all reasonable collection costs, attorneys' fees and 1.5% per month interest (or the maximum interest rate allowable by law) on the unpaid portion of the fees set forth herein.

Until all fees are paid in full, AVIT will retain full ownership and title to all equipment.

Deposit requirements:

AVIT will require a deposit, indicated in the summary section of this quote. A deposit invoice will be generated within 48 hours of quote approval. Payment terms Net 15.

Any additional payments or draw invoices to be issued as dictated in the terms. Payment terms Net 15.

Final payment, along with any change orders, will be invoiced within approximately 15 days post completion of completion of this quote.

WARRANTY: All work hereunder is to be performed in a professional manner in accordance with all applicable codes and requirements. AVIT provides a ninety (90) day warranty (the "Warranty") on the installation workmanship of all equipment supplied by AVIT. This Warranty is non-transferable and applies only to equipment installation performed by AVIT.

AVIT assumes no liability for equipment malfunctions resulting from influences external to the equipment itself (e.g. faulty AC wiring, radio transmissions and lighting systems).

Intentional or accidental damage to the equipment, including but not limited to, operator abuse, acts of God and maintenance or service not provided by AVIT, will automatically void the Warranty.

The Warranty begins upon AVIT issuing a final invoice to the Customer for the applicable equipment.

Equipment returned for repair or replacement under the Warranty may only be removed from the Project Site by AVIT or its authorized contractors, unless otherwise approved in writing by AVIT. All equipment not covered by Warranty requiring repair or replacement shall be repaired or replaced at the Customer's sole expense.

EQUIPMENT AND LABOR: Preparation of the Project Site per AVIT's design specifications and/or documents is the Customer's responsibility. Project Site preparation includes, but is not limited to, electrical power, secure mounting locations and millwork.

Upon delivery of equipment to the Project Site, the Customer assumes full legal responsibility of all equipment, including secure storage.

The Customer shall provide clear and uninterrupted access to the Project Site to AVIT and its contractors during the agreed upon installation schedule. Any additional installation costs incurred due to access limitations are the responsibility of the Customer.

Architectural drawings of the Project Site as well as the performance and functionality requirements of the System shall be provided to AVIT by the Customer. Any additional installation costs incurred due to inaccuracies in such drawings and/or requirements will be invoiced at AVIT's standard fees and are the responsibility of the Customer.

The Customer represents and warrants that the Project Site will be safe and free from hazardous materials and conditions. If AVIT or its contractors encounter hazardous materials, including but not limited to, asbestos, AVIT will immediately stop work in the affected areas. If such conditions arise, AVIT will notify Customer immediately. Any additional costs incurred due to the presence of hazardous materials are the sole responsibility of the Customer.

AVIT shall be responsible for obtaining any necessary permits. Fees and charges for all necessary permits and approvals for work at the Project Site shall be passed on to the Customer and will be the sole responsibility of the Customer.

Any additional costs incurred due to circumstances outside of AVIT's control including but not limited to, unavoidable casualties, acts of God, and labor disputes that result in any delay are at the sole cost and expense of the Customer.

Customer is responsible for coordinating and integrating the work of AVIT with the work of any other individuals or companies working on the Project Site. Any additional costs incurred due to a lack of the above-mentioned coordination are at the sole cost and expense of the Customer.



Project delays due to manufacturer shortages and/or product availability shall not be the responsibility of AVIT. In the event the equipment originally specified by AVIT in this Quote is discontinued or cannot be obtained in a timely manner to meet the construction schedule, AVIT reserves the right to substitute the equipment with alternatives that meet or exceed the performance specifications of the original system design. AVIT shall provide the Customer with all relevant equipment operation manuals and/or appropriate on-site training (which may be provided for an additional fee) on equipment operations. If the Customer breaches any of the terms and conditions specified herein, AVIT will inform the Customer in writing. Unless Customer remedies the breach within thirty (30) days of receiving written notice, AVIT reserves the right to terminate work upon notice without penalty and Customer shall owe AVIT for any amounts payable prior to such termination.

CONFIDENTIALITY: Any confidential and/or proprietary information contained in this Quote, including but not limited to any designs and/or drawings, shall remain the sole property of AVIT. Information contained in this Quote shall not be communicated to anyone other than employees of the Customer on a need-to-know basis. The Customer shall hold in strict confidence all proprietary and confidential information of AVIT, including but not limited to the existence and content of this Quote.

MISCELLANEOUS: The terms and conditions set forth in any signed agreement between AVIT and the Customer, including this Quote, shall control with respect to all transactions contemplated hereunder. Any preprinted terms and/or other terms on Customer's purchase order, purchase order confirmation or other document implementing a signed agreement and/or this Quote shall be void and of no effect. This Quote shall be governed by and construed under the laws of the State of Florida. Each party agrees that the exclusive venue for any action, suit or proceeding arising from or based upon this Quote shall be the appropriate state and federal courts located in Hillsborough County, Florida.

Tampa

City of Hogansville - Royal Theatre, GA

Signature: *Jayne Vidomanets*
Name: Jayne Vidomanets
Title: Client Relations Manager
Date: 01/25/2024

Signature: _____
Name: Lisa Kelly
Date: _____