

AGENDA
SHAWNEE MUNICIPAL AUTHORITY
February 20, 2018 AT 6:00 P.M.
COMMISSION CHAMBERS AT CITY HALL
SHAWNEE, OKLAHOMA

CALL TO ORDER

DECLARATION OF A QUORUM

All motions will be made in the affirmative. The fact that a commissioner makes or offers a second to a motion does not mean that the commissioner must vote in favor of passage.

1. Consider approval of Consent Agenda:
 - a. Minutes from the February 5, 2018 regular meeting.
2. Discussion, consideration and possible action to authorize staff to rent a belt press for removal of sludge at the Northside Water Treatment Plant.
3. New Business

(Any matter not known about or which
could not have been reasonably foreseen
prior to the posting of the agenda)
4. Adjournment

Respectfully submitted

Phyllis Loftis, CMC, City Clerk

Shawnee Municipal Authority

1.a.

Meeting Date: 02/20/2018

SMA Minutes 02-05-2018

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Minutes from the February 5, 2018 regular meeting.

Fiscal Impact

Attachments

SMA Minutes

THE TRUSTEES OF THE SHAWNEE MUNICIPAL AUTHORITY OF THE CITY OF SHAWNEE, COUNTY OF POTTAWATOMIE, STATE OF OKLAHOMA, MET IN REGULAR SCHEDULED SESSION IN THE COMMISSION CHAMBERS AT CITY HALL, 9TH AND BROADWAY, SHAWNEE, OKLAHOMA, MONDAY, FEBRUARY 5, 2018, DURING THE BOARD OF CITY COMMISSIONERS MEETING AT 6:00 P.M., PURSUANT TO NOTICE DULY POSTED AS PRESCRIBED BY LAW. UPON ROLL CALL, A QUORUM WAS DECLARED WITH THE FOLLOWING MEMBERS IN ATTENDANCE:

PRESENT: Bushong, Gillham, Harrod, Finley, Rutherford, Shaw, Salter

ABSENT: None

Call to Order

Declaration of a Quorum

AGENDA ITEM NO. 1: Consider approval of Consent Agenda:

- a. Minutes from the January 16, 2018 regular meeting and January 17, 2018 Special Call meeting.

A motion was made by Trustee Rutherford, seconded by Trustee Harrod, to approve Consent Agenda Item No. 1(a). Motion carried 7-0.

AYE: Rutherford, Harrod, Shaw, Salter, Bushong, Gillham, Finley

NAY: None

AGENDA ITEM NO. 2: New Business (Any matter not known about or which could not have been reasonably foreseen prior to the posting of the agenda)

There was no New Business.

AGENDA ITEM NO. 3:

Adjournment

There being no further business to be considered, the meeting was adjourned by power of the Chair. (6:20 p.m.)

RICHARD FINLEY
CHAIRMAN

ATTEST:

LISA LASYONE, SECRETARY

Shawnee Municipal Authority

2.

Meeting Date: 02/20/2018

Req Press Belt

Submitted By: Lisa Lasyone, City Clerk

Department: City Clerk

Information

Title of Item for Agenda

Discussion, consideration and possible action to authorize staff to rent a belt press for removal of sludge at the Northside Water Treatment Plant.

Fiscal Impact

Attachments

Belt Press Quote

Belt Press Lease



14 February 2018

Mr. Larry Roach
Guernsey US

Subject: Dewatering Equipment Rental Rates

Dear Larry:

Thank you for your interest in Press Rentals and the mechanical dewatering equipment that we offer on a rental basis. See the below pricing for renting a 2M belt press.

Please contact me at 706-726-1946 or emorgan@pressrentals.com if you have any questions or if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Evan Morgan", is written over a large, faint, light-colored watermark of the PRESS RENTALS logo.

Evan Morgan
Technical Sales

Press Rentals to provide

- (1) Trailer Mounted 2M Belt Press
- Technician to commission, train, and or operate equipment

Guernsey US to provide

- Electrical - 480 V, 3 phase 100 amps
- Clean Wash Water- 100 gpm 80 psi per belt press
- Polymer
- Filtrate discharge
- Dewatered cake disposal

Rental Rates

Mobilization, Shawnee, OK.....\$6,000 lump sum

2M Belt Press

(1 month minimum rental).....\$15,000 per month

(>6 months rental).....\$12,500 per month

Demobilization, Shawnee, OK.....\$6,000 lump sum

Technician (5 day minimum).....\$850 per day

Terms & Conditions

1. Pricing is effective for 90 days from date listed above.
2. Rental period is based on 24 hours per day, 30 days per month.
3. Executed lease agreement (attached)
4. Security deposit due prior to shipment of rental units.
5. Security deposit can be used to repair damaged equipment or applied to last month's rent at the end of the project only after all other invoices have been paid and equipment has been deemed not damaged by Press Rentals.
6. Rental rates are FOB Evans, GA.
7. Technician rate based on 12 hours per day; includes wages, per diem, housing and vehicle. Anticipate 1 day travel each way. To be invoiced weekly for charges.
8. Terms Net 30.
9. Mobilization and Demobilization includes transportation to & from project site.
10. All terms and conditions are based on equipment availability.
11. In the event equipment is returned to Press Rentals and additional deconning is necessary, deconning will be charged at a rate of \$1,000 per day.





2 meter belt filter press

The press equipped with the following features:

- Trailer mounted
- Stainless Steel Drain Pan
- Nema 4X – Stainless Steel Control Cabinet
- Variable Speed (VFD) Vogelsang or Moyno Feed Pump (0 – 400 gpm)
- Fluid Dynamics Polymer Dilution System
- 900 Gallon Polymer Aging Tank
- Variable Speed (VFD) Diluted Polymer Feed Pump (0 – 60 gpm)
- Sludge Flocculation Tank with variable speed mixer
- Wash Water Booster Pump – 5 hp (provides 100 psi boost)
- Air Compressor

EQUIPMENT LEASE

THIS EQUIPMENT LEASE (the "Lease") is made as of this ____ day of _____, 2018, by and between PRESS RENTALS, LLC., a South Carolina limited liability corporation with offices at 5105 Pierce Court, Evans, Georgia 30809 ("Press Rentals"), and the party identified below (the "Lessee").

Press Rentals hereby leases to Lessee, and Lessee hereby leases from Press Rentals, the equipment described on **Schedule A** hereto (the "Equipment"), on the following terms and conditions:

1. Delivery; Term. The Equipment shall be shipped to Lessee at Lessee's project site identified on **Schedule A** hereto F.O.B. the current location of the Equipment. The lease term shall commence on the date on which the Equipment is delivered to Lessee and shall continue for the period specified on **Schedule A** hereto, which period may be extended with the mutual written consent of the parties.

2. Leased Employees. If indicated on **Schedule A** attached hereto, Press Rentals will provide such number of employees set forth on **Schedule A** to operate the Equipment during the term hereof for the hours indicated on **Schedule A** (the "Leased Employee(s)"). Lessee shall exercise control over the actions of the Leased Employee(s) to the same extent as though the Leased Employee(s) were directly employed by Lessee. Except as set forth in Section 3, Press Rentals shall be solely responsible for all salary and benefits owed to Leased Employee(s).

3. Rental. Throughout the term hereof, Lessee shall pay to Press Rentals rental for the Equipment and the Leased Employees (if any) in the amount specified on **Schedule A** hereto, without defense, setoff, or deduction whatsoever. In the event that Leased Employee(s) work more than the hours indicated on **Schedule A**, Lessee shall pay Press Rentals any additional costs for salary and benefits incurred by Press Rentals as a result thereof as additional rental hereunder. If Equipment is returned to Press Rentals in unsatisfactory condition, rent will continue to be charged until such time as such Equipment is repaired. Rent shall be paid in advance, with the first payment being due on the date on which the Equipment is delivered to Lessee and subsequent payments due on each weekly or monthly

anniversary thereof as specified on **Schedule A** hereto.

4. Security Deposit. Lessee shall deposit with Press Rentals an amount indicated on **Schedule A** hereto (if any) as security for the full and complete satisfaction and performance of the duties and obligations of Lessee under this Agreement. If Lessee fails to pay Press Rentals any amount when due or otherwise defaults under its obligations hereunder, Press Rentals may, in addition to any other remedy Press Rentals may have hereunder or at law or in equity, use, apply or retain all or any part of such deposit for the payment of any amount due or any other sum in default. Press Rentals shall not be required to keep such deposit separate from its general funds and Lessee shall not be entitled to the payment of, or credit for, interest on such deposit. If Lessee shall fully and completely satisfy and perform each and every of the duties and obligations of Lessee hereunder to and through the expiration of the term of this Lease, such deposit shall be refunded to Lessee within 10 days thereafter.

5. Inspection. Lessee shall inspect the Equipment within 24 hours of delivery and shall notify Press Rentals of any damage or defects to such Equipment in writing within such 24 hour period. Any defects or damage of which Lessee fails to notify Press Rentals within such 24 hour period shall be waived by Lessee. Press Rentals may, at its option, repair any such damage or defects of which Lessee notifies Press Rentals within such 24 hour period or may remove such damaged or defective Equipment from this Lease, with a pro rata adjustment to the monthly rent. In the event that Press Rentals refuses to repair such damage or defect, Lessee may remove such damaged or defective Equipment from this Lease,

with a pro rata adjustment to the monthly rent, or may accept such Equipment in which case Lessee shall have no further claim for such damage or defect. Except for any damage or defects of which Lessee so notifies Press Rentals as provided above, Lessee shall accept the Equipment in the condition or state delivered. Except as provided above, no defect or unfitness of the Equipment shall relieve Lessee of the obligation to pay rent or any other obligation under this Lease.

6. Manner of Use. Lessee shall exercise due and proper care and comply with and conform to all laws and regulations relating to the possession, use or maintenance of the Equipment. Lessee shall at all times and at its expense shall keep and maintain the Equipment in good working condition, order, and repair, including maintaining the Equipment on its regular service schedule, including but not limited to grease, fluid and filter changes as required. Lessee shall make no alterations to the Equipment without the prior written consent of Press Rentals. Lessee is not authorized to incur for Press Rentals' account, any expense, or expend any money, in repairing said equipment, without written consent of the Press Rentals. Press Rentals and its representatives shall have the right at any time during normal business hours to inspect the Equipment and for that purpose shall have access to the location thereof.

7. Return of Equipment. Upon the expiration of this Lease, Lessee at its sole expense shall forthwith return the Equipment to Press Rentals at such place(s) designated by Press Rentals, in the same condition as when received by Lessee, reasonable wear and tear accepted. All replacement parts, additions, and accessories incorporated in or affixed to the Equipment shall thereupon become the property of Press Rentals.

8. Insurance. Lessee, at its expense, shall keep the Equipment insured at the full value thereof and for the term hereof against fire, theft, collision and extended coverage with

losses, if any, payable to Press Rentals. Lessee shall also maintain commercial general liability insurance covering all operations at the project site, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall be written on an "occurrence" basis, shall name Press Rentals as an additional insured with respect to such activities, and shall provide that the insurer shall give Press Rentals not less than 30 days written notice prior to the cancellation or modification of such policies. Lessee shall, upon request of Press Rentals, deliver to Press Rentals copies of the policies or evidence of insurance reasonably satisfactory to Press Rentals.

9. Indemnity. Lessee shall indemnify and hold harmless Press Rentals and its affiliates and their respective directors, shareholders, officers, employees and agents (the "Press Rentals Indemnitees") from and against any and all damage, loss, liability and expense (including, without limitation, expenses of investigation and attorneys' fees and expenses) in connection with (i) any breach by Lessee of any covenant, condition, representation or warranty provided in this Lease or (ii) any and all actions or threatened actions incurred or suffered by any of the Press Rentals Indemnitees arising from, related to or associated with this Lease, the rental or operation of the Equipment or the actions or inactions of the Leased Employees, including without limitation liabilities arising out of the negligence or gross negligence of the Press Rentals Indemnitees.

10. No Warranties. Services performed by Leased Employees are provided on as "AS IS" and "WITH ALL FAULTS" basis. Press Rentals MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER REGARDING THE EQUIPMENT OR SERVICES, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

11. Limitation of Damages. In no event shall Press Rentals be liable to Lessee or any other person, whether in contract or in tort, or under any other legal theory, for lost profits or revenues, loss of use or similar economic loss, or for any indirect, special, incidental, consequential or similar damages arising out of or in connection with the lease or use of the Equipment or the provision of services hereunder, or for any claim made against Press Rentals by any other person, even if Press Rentals has been advised of the possibility of such claim. In no event shall Press Rentals' liability under any claim made by Lessee or any other person exceed the rental amount paid during the month in respect of which such claim is made.

12. Taxes. Lessee shall pay promptly when due all taxes and other public charges against or upon Lessee's use of the Equipment, as additional rental therefore.

13. Title. During the term hereof, title to the Equipment shall remain in Press Rentals. Lessee shall keep the Equipment free from any and all liens and encumbrances. Lessee shall give Press Rentals immediate notice of any attachment or other judicial process, liens, or encumbrances affecting the Equipment and shall indemnify and save Press Rentals harmless from any loss or damage caused thereby.

14. Default. Lessee shall be deemed to be in default hereunder if (i) Lessee fails to pay any rent or other amount herein provided within five (5) days after same has become due and payable, (ii) Lessee fails to observe, keep, or perform any other provision of this Lease required to be observed, kept, or performed by Lessee within ten (10) days after receipt of notice of such failure, (iii) a petition is filed by or against Lessee under the Bankruptcy Act or any amendment thereto, (iv) a receiver is appointed for Lessee or its property, (v) Lessee becomes insolvent, makes an assignment for the benefit of its creditors, or

offers a composition or extension of any of its indebtedness, or (vi) Lessee, without Press Rentals' prior consent, sells, transfers, encumbers, assigns, sublets, or parts with the possession of the Equipment. Upon the occurrence of any such default, Press Rentals at its option, and without notice or demand, may declare this Lease in default and thereupon the Equipment and all rights of the Lessee herein shall be surrendered to Press Rentals and Press Rentals may take possession of the Equipment wherever found, with or without process of law, and for this purpose, may enter upon any premises of Lessee or wherever the same may be found, without liability therefore. The rights and remedies of Press Rentals in the event of default described herein shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies existing by law.

15. No Assignment. Except with Press Rentals' prior written consent, (i) neither this Lease nor Lessee's rights hereunder shall be assignable by Lessee or (ii) none of the Equipment may be subleased to any other party or moved from the location to which it was delivered.

16. Risk of Loss. Lessee hereby assumes and shall bear the entire risk of loss, theft, damage, and destruction of the Equipment from any cause whatsoever, and no loss, theft, damage, or destruction of the Equipment shall relieve Lessee of the obligation to pay rent or any other obligation of this Lease, and this Lease shall remain in full force and effect. In the event of damage of any kind whatsoever to any item of the Equipment (unless the same is damaged beyond repair), Lessee, at the option of Press Rentals, shall at Lessee's expense (a) replace the same in good repair, condition, and working order, or (b) replace the same with like Equipment of the same or later model in good repair, condition, and working order. If the Equipment, or any item thereof, is determined by Press Rentals to be lost, stolen, destroyed, or damaged beyond repair, Lessee shall immediately pay Press Rentals

therefor an amount equal to the aggregate amount of unpaid total rent for the balance of the term of this Lease, or the amount of the unpaid total rent allocated to the item or items involved, as the case may be, together with the market value of the Equipment as determined by Press Rentals in any commercially reasonable manner. Upon such payment, this Lease shall terminate with respect to the Equipment or items thereof so paid for, and Lessee thereupon shall be entitled thereto to the Equipment, "as is", without warranty, express or implied, with respect to any matter whatsoever.

17. Force Majeure. Any delays in or failure of performance by Press Rentals shall not constitute a default hereunder if and to the extent such delay or failure of performance is caused by occurrences beyond the reasonable control of Press Rentals, including, but not limited to: acts of God or the public enemy; fire or other casualty; compliance with any order or request of any governmental authority; acts of war; riots or strikes or other concerted acts of personnel; network failures or failures in communications; or any other causes beyond the reasonable control of Press Rentals, whether or not of the same class or kind as those specifically named above.

18. Attorneys Fees. In the event that at any time during the term of this Lease Press Rentals or Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the expenses of attorney's fees and disbursements incurred therein by the successful party. Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post judgment proceedings.

19. Miscellaneous. Time is of essence. Press Rentals' failure at any time to require strict performance by Lessee of any of the provisions hereof shall not waive or diminish Press Rentals' right thereafter to demand strict compliance with

any other provision. Waiver of any default shall not waive any other default. Press Rentals' rights hereunder are cumulative and not alternative. All notices relating hereto shall be hand delivered or sent by mail to Press Rentals or Lessee at their respective principal business addresses, or at any later address last known to the sender. This Lease is irrevocable for the full term hereof and for the aggregate rent herein reserved, and the rent shall not abate by reason of termination of Lessee's right of possession and/or the taking of possession by Press Rentals or for any other reason. This Agreement shall be interpreted and enforced under the laws of the State of Georgia. If any provision hereof or any remedy provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof shall be given effect in accordance with the manifest intent hereof. This instrument constitutes the entire agreement between the parties with respect to the subject matter hereof and neither this Lease nor any provision hereof may be changed, waived, discharged, or terminated, except by a written instrument signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date set forth above.

PRESS RENTALS, LLC.

LESSEE:

By _____
Its _____

By _____
Its _____
Address:

Schedule A to Equipment Lease
between
Press Rentals, LLC.
and
Guernsey US
[Name of Lessee]

Description of Equipment	2M Belt Press
Lessee Project Site	Shawnee, OK
Lease Term	6 month rental
Leased Employee(s)/Hours	(1) 12 hours per day
Rental Amount/Payment Frequency	Mobilization- \$6,000 lump sum Belt Press Rental- \$12,500 per month Demobilization- \$6,000 lump sum Technician- \$850 per day
Security Deposit	\$12,500

PRESS RENTALS, LLC.

(the "Lessee")

By _____
Its _____

By _____
Its _____

GUARANTY

THIS GUARANTY is made as of the date set forth below by the undersigned (the undersigned, whether one or more, is referred to herein as the "Guarantor") in favor of PRESS RENTALS, LLC. ("Press Rentals").

WHEREAS, Press Rentals has required, as a condition to entering into an Equipment Lease (the "Lease") with _____ ("Lessee"), that the Guarantor guarantee the Obligations (as hereinafter defined) on the terms stated herein, Guarantor is an owner and/or officer of Lessee, and it is necessary for the business purposes of the Guarantor that Lessee enter into the Lease;

IN CONSIDERATION OF the foregoing and \$10.00 in hand paid to Guarantor, the receipt and sufficiency of which are hereby acknowledged by the Guarantor, the Guarantor hereby agrees that:

1. The Guarantor hereby (a) unconditionally guarantees the full and prompt payment and performance of all debts, obligations and liabilities of Lessee to Press Rentals, heretofore, now or hereafter made, incurred, or created, arising under or in connection with the Lease, whether or not any or all such debts, obligations and liabilities are or become barred by any statute of limitations or otherwise unenforceable (hereinafter collectively, the "Obligations"), when the Obligations are due, whether by acceleration or otherwise, or (if earlier) at the time the Lessee becomes the subject of bankruptcy or other insolvency proceedings; (b) agrees to pay all costs, expenses and attorneys' fees actually incurred by Press Rentals in enforcing this Guaranty and the Obligations; and (c) agrees to pay to the Press Rentals the amount of any payments made to Press Rentals or another in connection with any of the Obligations which are recovered from Press Rentals by a trustee, receiver, creditor or other party pursuant to applicable law.

2. This is a guarantee of payment, and not of collection. The Press Rentals shall not be obligated to: (a) take any steps whatsoever to collect from, or to file any claim of any kind against, the Lessee for payment or performance of any of the Obligations; or (b) in any other respect exercise any diligence whatever in collecting or attempting to collect any of the Obligations by any means.

3. The Guarantor's liability for payment and performance of the Obligations shall be absolute and unconditional; the Guarantor unconditionally and irrevocably waives each and every defense which, under principles of guarantee or suretyship law, would otherwise operate to impair or diminish such liability, and nothing whatever except actual full payment and performance to the Press Rentals of the Obligations (and all other debts, obligations and liabilities of Guarantor under this Agreement) shall operate to discharge the Guarantor's liability hereunder. Without limiting the generality of the foregoing, the Press Rentals shall have the exclusive right, which may be exercised from time to time without diminishing or impairing the liability of the Guarantor in any respect, and without notice of any kind to the Guarantor, to: (a) extend any additional credit to Lessee; (b)

determine how, when and what application of payments, credits and collections if any, shall be made on the Obligations and any other credit and accept partial payments; and (c) with or without consideration grant, permit or enter into any waiver, amendment, extension, modification, refinancing, indulgence, compromise, settlement, subordination, discharge or release of any of the Obligations and any agreement relating to any of the Obligations.

4. The Guarantor hereby unconditionally waives (a) presentment, notice of dishonor, protest, demand for payment and all notices of any kind, including without limitation: notice of acceptance hereof; notice of the creation of any of the Obligations; notice of nonpayment, nonperformance or other default on any of the Obligations; and notice of any action taken to collect upon or enforce any of the Obligations; (b) any subrogation to the rights of the Press Rentals against the Lessee, any other claim against the Lessee which arises as a result of payments made by the Guarantor pursuant to this Agreement, and any other claim against the Lessee which arises as a result of payments made by Guarantor pursuant to this Agreement, and any claim for contribution against any co-guarantor (until the Obligations have been paid or performed in full and such payments are not subject to any right of recovery); and (c) any and all rights to compel the Press Rentals to commence collection of any or all of the Obligations from the Lessee, within a period of three months following notice from the Guarantor, pursuant to Section 10-7-24 of the Official Code of Georgia Annotated.

5. This Agreement shall inure to the benefit of the Press Rentals and its successors and assigns, including every holder or owner of any of the Obligations, and shall be binding upon the Guarantor's heirs, personal representatives, successors and assigns. This is a continuing guarantee, shall not be revoked by death, and shall continue in effect until all Obligations and all obligations of Guarantor hereunder shall be paid or performed in full and such payments are not subject to any right of recovery. If there is more than one Guarantor, their liability thereunder shall be joint and several.

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

IN WITNESS WHEREOF, the Guarantor has executed and delivered this Agreement under seal as of _____, 2017

GUARANTOR:

_____, (L.S.)
_____, Individually
(Print Name)