

CITY COUNCIL
JEFF REESE, MAYOR
GIL MCDUGAL, MAYOR PRO-TEM
VERLAND BEST
DANNY CARTER
SHIRLEY MARCHMAN
LESLIE MCPHERSON

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: ALISA DOYAL
CITY ATTORNEY: C. DAVID MECKLIN

571 W BANKHEAD HWY
VILLA RICA, GA. 30180
770.459.7000 | VILLARICA.ORG

MAYOR & COUNCIL MONTHLY MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street

February 6, 2018 | 6:00 PM

Meeting Call to Order (Mayor Jeff Reese)

Invocation (Shirley Marchman)

Pledge of Allegiance (Mayor Jeff Reese)

Ceremonial Presentations (Mayor & Council)

- Employee Anniversaries
Spencer Crawford - 5 Years
Charles Davis - 15 Years
Mark Hannah - 5 Years
Ashley Swann - 5 Years
- Matt Chavis - Class III Wastewater License

Consent Agenda

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items were discussed at the Thursday, DATE Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

Adoption of the Agenda (Mayor Jeff Reese)

Council Updates (Subjects of General Interest and Concern)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes)

A. Governing Body (Mayor Jeff Reese)

1. Approval of Meeting Minutes:
 - a. Monthly Meeting of January 9, 2018.
 - b. Special Called Meeting of January 18, 2018.

2. 2018 Pay Parity Adjustment
3. Downtown Conceptual Design
4. 2018 Clean Up Days

B. Finance (Sarah Hefty, CFO)

1. Write-off Uncollectible Customer Balances from 2015-2017
2. Resolution for Change in Fiscal Year-End from December 31st to September 30th

C. Human Resources (Stephanie Rooks, Manager)

1. Update 457(b) Plan Trustee

D. Community Development (Bobby Elliott, Director)

1. ABL-01-18: Alcohol Beverage License for Walgreen's dba Rite Aid: Approval to allow applicant to sell retail package malt beverages and wine at 62 Industrial Blvd., Villa Rica, GA 30180
2. ABL-03-18: Alcohol Beverage License for Barnwell Foods, LLC dba Jefferson's of Villa Rica: Approval to allow applicant to pour wine, malt beverages, and distilled spirits at Jefferson's of Villa Rica, 750 W. Bankhead Hwy., Villa Rica, GA 30180
3. RA-04-17 Rezoning of Property Located At 1030 Third Street, Villa Rica - Lenise Lyons, Planning & Zoning Specialist
4. Storm Sewer Alignment To Repair Drainage At 211 South Carroll Road - Proposal from Georgia & West for \$3,953.00

E. Parks, Recreation & Leisure Services (Vicki Coleman, Director)

1. Gold Dust Roof Replacement: Approval of contractor bid on roof replacement
2. Athletic Uniforms: Approval of vendor bid to purchase athletic uniforms
3. Soccer Uniforms: Approval of vendor to purchase soccer uniforms
4. Master Trail Plan Consultant Recommendation: Approval of a Path Foundation proposal to assist the City with developing a master trail plan.

F. Economic Development (Christopher Pike, Director)

1. 2018 Gold Nugget Drop Entertainment

2. Villa Rica Arts Coalition 2018 Community Development Grant Request

G. Public Works (Pete Zorbanos, Director)

1. Considerations For The Purchase of Two Tractors & Two Bushhogs - Charles Davis, Deputy Director Public Works
2. Identification of Potential Groundwater Well Locations - Tom Barber, City Manager
3. Purchase Vehicles - Nic Griffin, Vehicle & Building Maintenance Supervisor
 - a. New Vehicle for Water Treatment Plant
 - b. New Two (2) Vehicles for Street Department
 - c. New Vehicle for Building and Fleet Maintenance
 - d. New Vehicle for Distribution
 - e. New Police Dept. Transport Van
4. Cost factor for industrial BOD/TSS surcharges - Sarah Hefty & Pete Zorbanos

H. Police (Chief Michael Mansour)

1. . Purchase Four (4) New In-Car WatchGuard 4RE Video Systems
2. Purchase Four (4) New Ford Police Interceptor Sedans

I. Information Technology (Jim Chambers, Manager)

1. Enter Contract with SEEI for Monitoring
2. SyncGlobal Services for Co-Location
3. Establish Microsoft License Agreement

J. Proposed Charter Review (David Mecklin, City Attorney)

1. Proposed Charter Changes

K. City Manager's Report (Tom Barber)

L. Adjournment

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COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, January 9, 2018 | 6:00 pm

Meeting Call to Order (Mayor Jeff Reese)

Mayor Jeff Reese called the meeting to order at 6:00 pm.

Present: Mayor Jeff Reese, Mayor Pro Tem Leslie McPherson, Councilman Verland Best, Councilman Danny Carter, Councilman Gil McDougal, and Councilwoman Shirley Marchman.

Invocation (Councilman Verland Best)

Councilman Verland Best led the Invocation.

Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

Ceremonial Presentations (Mayor & Council)

- Corporal Drew Fowler was recognized by Chief Mansour and Captain Shaddix for saving a life.
- Councilwoman Leslie McPherson, Councilman Danny Carter, and Councilman Gil McDougal were sworn in by Mayor Reese.
- Mayor Reese presented his State of the City Report.

Adoption of the Agenda (Mayor Jeff Reese)

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman, to adopt the agenda as written.
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Carter, Marchman, Best, McPherson, McDougal

Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson announced that she is working with the Carroll County Commissioner's Office to make changes to ordinances that are under animal control for leaving pets outside during frigid weather conditions.

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes)

Six citizens came forward to make a public comment.

Consent Agenda

The Consent Agenda is a single item that encompasses all things the City Council would normally approve with little comment. Each of these items was discussed at the Thursday, January 4, 2018, Council Work Session, and it was the unanimous consensus of the Governing Body to place the following items on the Consent Agenda.

1. ESE Networks, LLC Agreement
2. Emergency Purchase of Barracuda Backup Solution – Jim Chambers, IT Manager
3. Application for Lighting on Both I-20 Interchange Bridges
4. Applicant Tracking Provider Change
5. Resolution Requesting Authorization of Redevelopment Powers
6. Emergency Repairs to Edge Road Lift Station – Charles Davis, Deputy Public Works Director and Dean Zeigler, Wastewater Plant Manager
7. Downtown Development Authority Board Appointment

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman, to approve the Consent Agenda
SECONDER:	Leslie McPherson, Councilwoman
AYES:	Carter, McPherson, Marchman, Best, McDougal

A. Governing Body (Mayor Jeff Reese)

1. Mayor Pro Tem for 2018 Calendar Year

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman, nominated Gil McDougal There were no other nominations from the Council.
AYES:	Carter, McPherson, Marchman, Best, McDougal

2. Mayoral Standing Committees for 2018 Calendar Year

Mayor Reese announced his Mayoral Standing Committees for 2018:

Recreation:	Shirley Marchman, Danny Carter, Leslie McPherson
Housing Authority:	Gil McDougal, Shirley Marchman, Leslie McPherson
Library:	Gil McDougal, Leslie McPherson, Shirley Marchman
Public Safety:	Verland Best, Shirley Marchman, Danny Carter
Finance/Audit:	Danny Carter, Gil McDougal, Verland Best

3. Approval of Meeting Minutes:

- a. Monthly Meeting of November 7, 2017.
- b. Special Called Meeting of November 9, 2017.
- c. Monthly Meeting of December 5, 2017.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Shirley Marchman, Councilwoman, to approve all three minutes.
SECONDER: Danny Carter, Councilman
AYES: Marchman, Carter, Best, McPherson, McDougal

4. Override Veto of Pay Parity Increase

Councilman Verland Best made the motion to direct the City Manager to come up with no more than \$45,000 for the Pay Parity for the individuals on the lower end of the pay scale not including part time employees.

Councilwoman Leslie McPherson made the motion to override the veto and take care of the lowest paid out of all our employees in the city. Councilman Gil McDougal seconded the motion to override the veto.

RESULT: VETO STANDS
MOVER: Leslie McPherson, Councilwoman
SECONDER: Gil McDougal, Councilman
OVERRIDE VETO: McPherson, McDougal, Marchman
OPPOSE OVERRIDE VETO: Carter, Best

City Attorney stated that he has some concern that the motion is not specific enough for the City Manager to implement it accurately. The Charter does ask us to put motions in writing whenever possible. Because this is such a specific motion, it would be good to put it in writing so the City Manager knows what to do.

Councilman Verland Best rescinded his motion and will get in touch with the City Manager to get it in writing and bring it back to the Council.

5. Proposed Charter Change – David Mecklin, City Attorney

City Attorney David Mecklin presented the Proposed Schedule for the Charter change. The schedule would allow the Council to get the Charter change to the State Legislators so they could act on it in the 2018 session.

6. Comprehensive Plan Steering Committee

Steering Committee with 12 members and all have confirmed their availability and interest.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Leslie McPherson, Councilwoman, to approve the Comprehensive Plan Steering Committee.
SECONDER: Shirley Marchman, Councilwoman
AYES: McPherson, Marchman, Best, Carter, McDougal

7. Carroll County Inmate Work Detail Agreements

Two Agreements that include the statement that has been added from the Work Session that each vehicle can only be used for the purposes of the agreement, and also added Crew #1 and Crew #2 to the language that identifies the two agreements separately. The effective date has been changed to January 1, 2018.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Leslie McPherson, Councilwoman, to approve Crew # 1 and Crew #2 for Carroll County.
SECONDER: Shirley Marchman, Councilwoman
AYES: McPherson, Marchman, Best, Carter, McDougal

8. Planning & Zoning Commission Appointments:
1. John Hannabach, Appointed by Gil McDougal, Ward 4
 2. Christina Tidaback, Appointed by Danny Carter, Ward 5
 3. Tom Flowers, Appointed by Leslie McPherson, Ward 3

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Leslie McPherson, Councilwoman, to approve all three appointments to Wards 3, 4, and 5 of P&Z.
SECONDER: Gil McDougal, Councilman
AYES: McPherson, McDougal, Best, Marchman, Carter

B. Finance (Sarah Hefty, CFO)

1. Financial Update: November 2017
City Manager Tom Barber presented the November 2017 Financial Update.
2. Insurance Comparison
City Manager Tom Barber reviewed the Health Insurance Comparison Report between United Healthcare and Self-Funded Insurance for the last three months in 2017.

C. Human Resources (Stephanie Rooks, Manager)

1. Wellness Program Recommendation
Stephanie Rooks and Wendell Strickland with Strongside Solutions, presented the proposal from AIMM for the City's Wellness Program.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman, to approve after attorney receives two small changes and authorize City Manager to sign contracts.
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson, Best, Marchman, McDougal

D. Community Development (Bobby Elliott, Director)

1. Alcoholic Beverage Ordinance Revision

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman, to approve the ordinance as presented by the Community Development Director
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Best, Marchman, McPherson

E. Economic Development/Main Street (Christopher Pike, Director)

1. 2018 MILL Amphitheater Entertainment/Band Contracts
One adjustment from the Work Session is the replacement of the Kiss Tribute Band. The replacement band and the contract will be presented at a later date for approval.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Shirley Marchman, Councilwoman
SECONDER: Danny Carter, Councilman
AYES: Marchman, Carter, McPherson, Best, McDougal

E. Public Works (Pete Zorbanos, Director)

1. Roadway List for 2018 LMIG Improvements

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Verland Best, Councilman, to accept the list of roads presented
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Best, Marchman, Carter, McPherson, McDougal

City Manager Report (Tom Barber)

City Manager Tom Barber presented his report.

Adjournment: Motion by Councilwoman Shirley Marchman to adjourn, seconded by Councilman Danny Carter. Vote: 5/0. The vote was unanimous.

Jeff Reese, Mayor

Alisa Doyal, City Clerk

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SPECIAL CALLED COUNCIL MEETING MINUTES CHARTER REVIEW

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Thursday, January 18, 2018

Meeting Call to Order (Mayor Jeff Reese)

The meeting was called to order by Mayor Jeff Reese at 6:00 pm. Present were Mayor Jeff Reese, Mayor Pro Tem Gil McDougal, Councilmembers Shirley Marchman, Verland Best, Danny Carter, and Councilwoman Leslie McPherson by phone conference.

Adoption of the Agenda (Mayor Jeff Reese)

RESULT: ADOPTED (UNANIMOUS)
MOVER: Danny Carter, Councilman
SECONDER: Gil McDougal, Councilman
AYES: Carter, McDougal, Best
(Councilwoman Shirley Marchman was not present to vote)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.) One citizen came forward to make a public comment.

A. Review Charter – Mayor Jeff Reese

The Mayor and City Council reviewed the proposed charter changes.

B. Executive Session – David Mecklin, City Attorney

Councilman Gil McDougal made the motion to go into Executive Session to discuss or to vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code Section 50-14-3(b)(1)(E).

RESULT: ADOPTED (UNANIMOUS)
MOVER: Gil McDougal, Councilman
SECONDER: Danny Carter, Councilman
AYES: McDougal, Carter, Best, Marchman

The Council came back from Executive Session and into Regular Session by a motion from Councilman Verland Best, seconded by Councilman Danny Carter. Vote: 4/0. The vote was unanimous.

C. Adjournment – Motion by Councilwoman Shirley Marchman to adjourn, seconded by Councilman Verland Best. Vote: 4/0. The vote was unanimous.

Jeff Reese, Mayor

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: 2018 Pay Parity Adjustment

CITY COUNCIL DATE: February 6, 2018

DATE: January 26, 2018

PREPARED BY: Tom Barber, City Manager

FISCAL IMPACT: Not to exceed \$45,000

FUNDING SOURCE: \$37,700 – General Fund – Building Permit Revenue
 \$ 7,300 – Water/Sewer Fund – Sewer Tap Fees

PURPOSE: To increase the 2018 Fiscal Year budget by an amount not to exceed \$45,000 to allow for pay parity adjustments to employees in the bottom portion of the pay scale.

BACKGROUND: The City has attempted to improve the salary levels of numerous employees through the use of a pay parity calculation based, in part, on tenure, education, and certifications. In 2018 the City will commission a pay scale review by an outside agency to examine job duties, job descriptions, and compensation levels.

STAFF RECOMMENDATION: Staff recommends that we increase the 2018 budget by an amount not to exceed \$45,000 to allow for a pay parity adjustment. We will raise the hourly rate for those who fall short of their pay parity calculation, beginning with the lowest paid employee and working upward through the ranks as funds permit.

MOTION: I move we increase the 2018 General Fund budget by up to \$37,700 for salary and payroll taxes, offset by a corresponding increase in building permit revenue, and we increase the 2018 Water/Sewer Fund budget by up to \$7,300 for salary and payroll taxes, offset by a corresponding increase in sewer tap fees, effective January 1, 2018.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Downtown Conceptual Design

CITY COUNCIL DATE: February 6, 2018

DATE: January 26, 2018

PREPARED BY: Tom Barber, City Manager

FISCAL IMPACT: \$12,500

FUNDING SOURCE: General Fund

PURPOSE: To engage an individual to assist the City with a unified conceptual plan for improvements to downtown.

BACKGROUND: The City continues to work towards the revitalization of its downtown, and has engaged numerous firms to assist in those efforts. This piecemeal approach is not guaranteed to produce a result that is both satisfactory and cost effective. We have recently engaged AMEC, and Ron Huffman, to help us update our comprehensive land use plan. Ron is an architect, landscape architect, planner, and sketch artist and has designed several projects in Villa Rica over the years.

STAFF RECOMMENDATION: Staff recommends that we engage Ron to work with staff and the City Council to design a 20-year conceptual plan for downtown. Items to consider would include, but not be limited to, the Mirror Lake Connector, downtown redevelopment (hotel, convention center and Thomas Dorsey performing arts facility, parking deck), preservation of historic structures, transportation improvements to Highway 61 and the Cheeves Street railroad crossing, sidewalk upgrades, the railroad park and viewing station, relocation of the public works building, relocation of City Hall, relocation of the Police/Courtroom building, improvements to the water/sewer/storm water system, and integration of the trail system.

MOTION: I move that we engage Ron Huffman of AMEC to help the City develop a unified conceptual plan for the redevelopment of downtown, in an amount not to exceed \$12,500.

January 26, 2018

Mr. Tom Barber
City Manager, City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180



Subject: Proposal for Concept Master Planning Services as Additional Task to the City of Villa Rica Comprehensive Plan Update

Dear Mr. Barber,

AMEC Foster Wheeler, Environment & Infrastructure, Inc. (AMEC) is pleased to submit this proposal to provide concept master planning services to the City of Villa Rica. Presented below is our understanding of the proposed scope of work, estimated fees and method of authorization.

Project Understanding and Target Area

It is our understanding that the City of Villa Rica would like to develop a unifying Concept Master Plan for a section of the City roughly bounded to the west by the Central Business District, to the east by Mirror Lake Boulevard, to the north by Dallas Highway and to the south by Interstate 75.

Issues

It would appear that there are important issues to be addressed during the planning process. Those seeming to be most significant are listed below. Other issues may be identified during the process.

Key consideration will be given to the following proposed projects and concerns:

- The pedestrian and vehicular circulation in the Central Business District;
- At grade crossings with the railroad in the Central Business District;
- Proposed road extensions from Mirror Lake Boulevard;
- Linkage of surrounding neighborhoods to existing and proposed roadway and trail improvements;
- Proposed trail projects;
- Gateway enhancement around the flyover;
- Highest and best use for vacant or undeveloped properties along major roadway corridors;
- Location of new a City Hall and other City facilities; and
- Park expansions.

Connectivity, integration of the above projects and impacts to future land use will be the focus of the concept master planning process.

Input into the Planning Process

Within 10 days of receipt of a Notice to Proceed (NTP) the AMEC team shall attend a project kick-off meeting with representatives of the City. The AMEC Principal shall be present at this meeting. At this meeting, the AMEC Principal will review the scope of work and project schedule and solicit input regarding planning considerations relative to preparation of the concept master plan. Input received from the City staff will be incorporated into the development of Concept Plans and the final Concept Master Plan for the targeted area.

Project Tasks

Task 1: Development of a Database

The AMEC team will coordinate with the appropriate City staff in the preparation of a suitable base map that reflects the existing conditions. AMEC, with assistance from the City, will contact previous City consultants for access to previous plans and digital files.

Task 2: Identify Opportunities and Constraints

Using the base map and database of information, the AMEC team will prepare an analysis that focuses on the development potential of the target area. The project team will analyze topography and drainage, land use, zoning, bridges and culverts, intersections and access points, as well as utility easements. The above will be analyzed along the immediate vicinity of the target area and a limited surrounding area. Site analysis information will be mapped indicating areas that have unique opportunities or a difficult array of constraints.

The opportunities and constraints analysis will be presented to the City staff for review and comment.

Task 3: Development of Alternative Master Plans

This step in the process allows for the creation of alternative schematic master plans, which can be reviewed and revised following critical input. Preparation of a minimum of two schematic plans (using scaled based maps and sketches) for the target area will be developed based on an analysis of current and proposed City projects. The project team will coordinate a meeting with City staff to define project needs and City responsibilities. The alternative plans will be submitted to the City for review and comment.

Task 4: Concept Master Plan

A concept master plan will be developed by the AMEC team for the target area that illustrates, with scaled plans and sketches, the concepts and recommendations resulting from an analysis of the alternative plans. This step in the process will involve development, refinement and fine tuning of the preferred alternative schematic master plan. This concept master plan will include diagrams that depict the location of vehicular and pedestrian facilities, land uses, linkages as appropriate, locations for signage and recommendations for any landscape planting.

Client Responsibilities:

The City will provide property and land use/zoning information and GIS files to the extent available, as well as all pertinent information about the target area including previous plans and studies.

The City will examine all drawings and documents presented by the AMEC Team and render decisions pertaining thereto within reasonable timeframe so as not to delay the progress of the work.

Project Schedule and Fees

The Concept Master Plan will be developed according to a mutually agreeable schedule within the first part of calendar year 2018.

AMEC proposes to provide the above-described services as an additional task to the existing project for Comprehensive Plan Update for the additional budget of \$12,500 (twelve thousand five hundred dollars). Additional services beyond those described in the proposed scope of services can be provided for additional cost, if requested.

AUTHORIZATION

To provide written authorization and notification to proceed, please sign below to approve this proposal. The services will be performed in accordance with the Standard Terms and Conditions previously approved for development of the Comprehensive Plan.

We appreciate your consideration of AMEC for these services. If you have any questions regarding this proposal, please contact us.

Sincerely,
**Amec Foster Wheeler
Environment & Infrastructure, Inc.**

Ron Huffman, ASLA, AICP
Principal

Lee Walton, AICP
Associate Project Manager

Approved by City of Villa Rica:

By: _____

Title: _____

Date: _____



CITY OF VILLA RICA

City Council Packet

SUBJECT: Write-off Uncollectible Accounts
CITY COUNCIL AGENDA DATE: 2-6-2018

DATE: 1/26/2018
PREPARED BY: Sarah Hefty

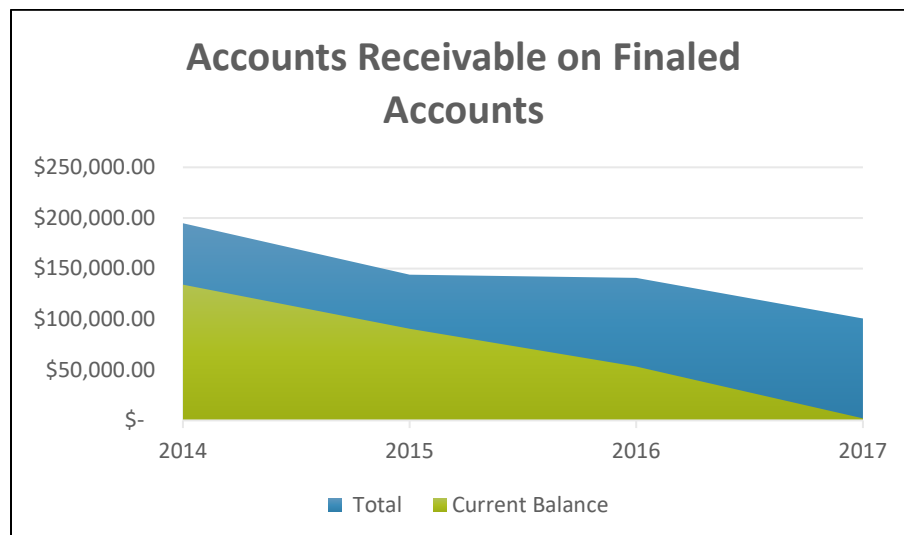
FISCAL IMPACT:
OPERATING – \$19,363.89
CAPITAL –
OTHER –

FUNDING SOURCE: Water/Sewer Fund

PURPOSE: To write-off uncollectible customer accounts from 2015, 2016, and 2017. There are 613 accounts totaling \$95,661.29.

BACKGROUND: Historically, the customer service manager would write off the oldest customer balances at the end of the year without council approval. This procedure was stopped in 2016 and has not been done since.

Our account receivable balances have improved over the past two years since we have been cutting off past-due customers on a consistent basis. Additionally, with the addition of the cycle billing in October 2017 and the shortening of the time that the customers are allowed to be past-due, we will see even further improvement.



Balances are sent to a collection agency periodically, but even that doesn't produce much collection. The biggest impact comes from our policies and procedures.

From an accounting perspective, if we don't write-off these balances now, there will still be an audit entry to do basically the same thing. However, in the past two years we have set up a estimated liability knowing that we would have to write off balances. That liability is \$76,297.40, so the impact on the books wouldn't be the full \$95,661.29.

STAFF RECOMMENDATION: To write-off the uncollectible balances from 2015-2017 in the amount of \$95,661.29, with a net book impact of \$19,363.89.

IMPACT: To clean up the customer accounts by writing-off uncollectible amounts.

MOTION: I make a motion to write-off the 613 accounts deemed to be uncollectible with a total balance not to exceed \$95,661.29.

**RESOLUTION SETTING THE FISCAL YEAR
FOR THE CITY OF VILLA RICA**

WHEREAS, the City of Villa Rica, by and through its City Manager and Chief Financial Officer have established the Fiscal Year for the City with approval and consent of the Mayor and Council; and

WHEREAS, in order to properly document the existence of the Fiscal Year it is in the best interest of the City to adopt this Resolution and ratify the previous action of the City; and

WHEREAS, the Mayor and Council for the City of Villa Rica desire to ratify and confirm the Fiscal Year of the City from January 1, 2018 forward.

NOW, THEREFORE, be it hereby resolved by the Mayor and Council of the City of Villa Rica as follows:

1. The City adopted a nine-month fiscal period beginning January 1, 2018 and expiring September 30, 2018.

2. The City then adopted a Fiscal Year beginning October 1, 2018 which will run to September 30, 2019.

This Resolution is adopted on the _____ day of _____, 2018.

CITY OF VILLA RICA, GEORGIA

By: _____
Jeff Reese, Mayor

Attest: _____
Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Benefits Renewal Recommendation
CITY COUNCIL AGENDA DATE: February 6, 2018

DATE: January 29, 2018
PREPARED BY: Stephanie Rooks,

FISCAL IMPACT: None
ANNUAL –
CAPITAL –
OTHER –

FUNDING SOURCE: No Financial Impact

PURPOSE: The purpose of this proposal is to keep our 457(b) plan in compliance by updating the trustee.

BACKGROUND: The current trustee is the former City Manager. We have been given the documents to change the trustee to the Current City Manager. The Human Resources Manager is an Authorized signer on plan documents.

STAFF RECOMMENDATION: Staff recommends that the City Council Authorizes the City Manager to execute the required documents.

IMPACT: No financial impact the City

Motion: I make a motion that we authorize the City Manager to sign the required documents



CITY OF VILLA RICA

City Council Packet

SUBJECT: Retail package malt beverages & wine license for Walgreens dba Rite Aid

CITY COUNCIL AGENDA DATE: February 6, 2018

DATE: 1/23/2018

PREPARED BY: Katie Godfrey

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to sell retail package malt beverages and wine at Walgreens dba Rite Aid, 62 Industrial Blvd, Villa Rica, Georgia.

BACKGROUND: The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: It is my recommendation that we approve the alcoholic beverage application for Walgreens dba Rite Aid located at 62 Industrial Blvd.



Public Hearing Date
City Council: February 6, 2018

Request: Alcoholic Beverage License

Project Description: Retail Package Malt Beverages & Wine

Applicant: Walgreens dba Rite Aid
Licensee: Karyn Elizabeth Turner
202 Stonewood Creek Drive
Dallas, GA 30132

Location: 62 Industrial Blvd., Land Lot 163, 6th District, Carroll County; Ward 5

Parcel Number(s): V02-007-0476

Current Zoning: GC (General Commercial)

Current Land Use: Retail Pharmacy

Location and Zoning Requirements:

The Alcohol Beverage Ordinance regulates location and zoning statutes of the property proposed for serving alcohol as follows:

Sec. 3-46. Zoning Restriction

No retail license shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the mayor and council, located under the planning and zoning ordinance of the city in a non-residential zoning district subject to the specific limitation of the respective districts.

The subject property is zoned GC (General Commercial).

Sec. 3-47. Proximity Restrictions:

No premises shall be licensed under this chapter whose location is within the following distances:

- (1) For the sale of any wine or malt beverage, within 300 feet of any church building, school building, school grounds, or college campus.*

Compliance: Yes

- (2) For the sale of any distilled spirits, within 300 feet of any church building and within 600 feet of any school building, educational building, school grounds, or college campus.*

Compliance: Yes

- (3) For the sale of any distilled spirits, wine, malt beverage, within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.*

Compliance: Yes

- (4) For the sale of any alcoholic beverage for consumption on the premises, within 300 feet of any housing authority property.*

Compliance: Yes

Compliance: **Yes**

(5) No consumption-on-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.

Compliance: **Yes**

Sec. 3-20(g) Investigation; Hearing:

In accordance to the City of Villa Rica Alcohol Beverage Ordinance, the Villa Rica Police Department (VRPD) investigated the applicant's background. As a result of the investigation, the VRPD revealed no conviction or records against the applicant's good moral character and fitness for a license.

Staff Comments:

The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

Recommendation:

Planning Staff recommends **Approval** of the request by Walgreens dba Rite Aid, Karyn Elizabeth Turner, for Retail Package Malt Beverages and Wine License at 62 Industrial Blvd.

Public Response:

The applicant has posted a sign on the premises as well as a notice in the Times-Georgian, notifying the public of the application to obtain an alcoholic beverage license at the location.

Bobby Elliott
Director of Community Development

Attachments:

1. Application
2. Commercial Lease
3. Certificate of Authority to Transact Business from Georgia Secretary of State
4. Certificate of Incorporation from Illinois Secretary of State
5. Articles of Amendment to the Articles of Incorporation
6. Public Notice of Sworn Statement
7. Affidavit of Publication
8. GBI Background Check



CITY OF VILLA RICA
ALCOHOL LICENSE APPLICATION

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Office of the City Manager, Villa Rica City Hall, 571 W. Bankhead Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and a check for the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be the named licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100	Pouring Restaurant – All	\$100	Pouring Supper Club	\$500
Package Wine	\$100	Pouring Beer & Wine	\$100	Supper Club Wine & Beer	\$500
Wine Tasting	\$100	Wholesale Dealer	\$500	Alcohol Catering	\$100
Growler	\$100	Wine & Craft Beer Boutique	\$100	Special Event	\$100

TYPE OF LICENSE/Annual License Fee (Check One Only)

- ☒ Retail Package Malt Beverages & Wine - \$300
- ☐ Retail Package Malt Beverage - \$200
- ☐ Pouring License Restaurant - \$3,500
- ☐ Pouring License Supper Club - \$5,000
- ☐ Pouring License Private Club - \$3,500
- ☐ Growler License (in conjunction with Retail Package Malt Beverage License) - \$200
- ☐ Retail Package Wine - \$100
- ☐ Limited Pouring License Restaurant - \$500
- ☐ Limited Pouring License Supper Club - \$3,000
- ☐ Limited Pouring License Private Club - \$500
- ☐ Alcohol Catering (in conjunction with Limited Pouring License – Restaurant) - \$500
- ☐ Wine Tasting (in conjunction with Retail Package Wine License) - \$100
- ☐ Wine & Craft Beer Boutique - \$500

TYPE OF OUTLET

- ☒ Retail Package Sales
- ☐ Restaurant
- ☐ Special Event
- ☐ Supper Club
- ☐ Private Club
- ☐ Wine & Craft Beer Boutique

PART I

I. Type of Ownership

☐ Individual ☐ Partnership ☒ Corporation

(A) If individual, give full name and address of owner:

N/A

Full Name

Address

(B) If corporation/partnership, give corporate/partnership name: Walgreen Co.

Federal Tax ID: 36-1924025

Please see attached Exhibit "A"

Name, percent interest and legal address of principle stockholders and corporate officers or partners:

Full Name	Address	% Interest
-----------	---------	------------

Full Name	Address	% Interest
-----------	---------	------------

Full Name	Address	% Interest
-----------	---------	------------

Full Name	Address	% Interest
-----------	---------	------------

Describe the principle business of the corporation/partnership:

Pharmacy

Full name, legal residence, and social security number of the named licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a named licensee:

Karyn Elizabeth Turner, 202 Stonewood Creek Drive, Dallas, GA 30132	██████████
Full Name	Address

2. Is the above address your legal and bona-fide place of domicile? ☒ Yes ☐ No

3. Trade name of business for which application is made: Walgreen Co. d/b/a Rite Aid #11756

4. Address of business for which application is made: 62 Industrial Boulevard, Villa Rica, GA 30180

Phone Number: 770-459-9660

Business	Home
----------	------

Mailing Address: PO Box 901, Deerfield, IL 60015

If additional space is required, please attach to this application, noting which section it refers to.

**Walgreen Co.
300 Wilmot Road. Deerfield, IL 60015**

Principal Officers

Exhibit "A"

Name	Address	Title	% Interest
Richard M. Ashworth	70 Tournament Drive North Hawthorn Woods, IL 60047	President, Pharmacy and Retail Operations	0%
Alan T. Nielsen	1263 Williamsburg Lane Crystal Lake, IL 60014	Sr. Vice President, CFO, Treasurer	0%
Collin G. Smyser	1949 N. Burling Street Chicago, Il 60614	Secretary	0%
Amelia D. Legutki	130 Homewood Avenue Libertyville, IL 60048	Assistant Secretary	0%
Walgreens Boots Alliance, Inc.	108 Wilmot Road Deerfield, IL 60015	Stockholder	100%

*** PART II ***

1. Will the proposed outlet have live entertainment? ☐ Yes ☒ No
(If yes, describe how often and what type in detail)

N/A

2. Have you received a copy of the City of Villa Rica Alcoholic Beverage Ordinance? ☒ Yes ☐ No
No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No

4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s).

- (a) A copy of the deed to the premises to be licensed, if owned by applicant. ☐ N/A
- (b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☒
- (c) In the case of a partnership, a copy of the partnership agreement. ☐ N/A
- (d) In the case of a corporation, a copy of the articles of incorporation. ☒
- (e) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica. ☐ N/A - Change of Ownership

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premises to be licensed? ☐ Yes ☐ No N/A

7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☐ Yes ☐ No N/A - Change of Ownership

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state, or federal permits, etc. required for a food service establishment?

☐ Yes ☐ No N/A

No pouring license application will receive final approval until the necessary permits are secured.

9. Do you comply with the requirements of Regulation 560-2-2-.38 below? ☒ Yes ☐ No

Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own, or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

10. Has the named licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No

11. Has the named licensee, any partner(s), the corporation, or any corporate officer been:

(a) Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?

☐ Yes ☒ No

(b) Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No

(c) Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No

(d) Been convicted of selling alcohol to a minor within the past three (3) years? ☐ Yes ☒ No

If the answer to any portion of question 11 is yes, describe in detail and give dates of occurrences:

12. Has any alcoholic beverage business in which the named licensee, partner(s), the corporation, or corporate officers holds or has held any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of the State Revenue Commissioner or any local ordinance/legislation relating to the sale or distribution of alcoholic beverage? ☒ Yes ☐ No

If yes, describe in detail and give dates:

Please see attached Exhibit "B" for a list of violations of Walgreen Co.

13. On behalf of the named licensee, provide three (3) personal references (not relatives, former employers, fellow employees or school teachers) who are responsible, reputable adults, business or professional men or women, who have known the named licensee during the past five (5) years.

Include name, residence, business address, and number of years known.

Sara Fegan, 235 Charleston Pkwy, Dallas, GA 30157, 9 years

LeeAnn Mackey, 3 Howard Heights, Cartersville, GA 30120, 10 years

Debbie Gigglesman, 2072 Summerset Bay Drive, Cross Hill, SC 29332, 6 years

14. Is the named licensee a citizen of the U.S.? ☒ Yes ☐ No

Trenton, MI

Place of Birth

05/22/1982

Date of Birth

*** PART III ***

VERIFICATION

State of Georgia, Harris County

I, Karyn E. Turner, licensee, do solemnly swear subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

Karyn E. Turner
Applicants Signature (FULL NAME IN INK)

I hereby certify that Karyn E. Turner signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein, and, under oath actually administered by me, has sworn that said statements and answers are true.

This 28 day of November 2017

Melissa Chandler My Commission Expires: 1-8-2018
Notary Public

(Seal)



GEORGIA ALCOHOL RIDER – EXHIBIT “B”

WALGREEN CO. (“Walgreens”) has operated retail drugstores since 1901. Walgreens and its wholly owned subsidiaries currently operate more than 7,000 stores in the continental United States, Alaska, Hawaii and Puerto Rico. Walgreens holds an interest in thousands of alcohol licenses in various jurisdictions and has held an interest in alcohol licenses for over 30 years. Walgreens takes compliance with all local, state, and federal alcohol laws very seriously and has various policies and employee training programs in place to encourage conformity with the law. As far as can be ascertained, as of the date of this application:

- Walgreens has not had any alcohol license denied, suspended or revoked in Georgia or cited for a violation of a rule or regulation of the state revenue commissioner concerning alcoholic beverages other than: (a) Walgreens #9706 whose alcohol license has been effectively suspended for one (1) day for selling an alcoholic beverage to an underage person in 2010; and (b) Walgreens #5898 which was cited by the City of Lilburn for selling alcohol to an underage person which resulted in a six (6) month probation of the alcohol license;
- Over the years, there have been isolated cases where Walgreens has had individual alcohol licenses suspended for limited periods of time, but none was revoked. At the conclusion of each suspension, Walgreens’ right to sell alcoholic beverages was restored and the alcohol license was reinstated; and
- Walgreens has had individual alcohol licenses denied, but only due to technical requirements (for example, proximity to churches, schools and/or other land use(s), unavailability of licenses due to local government mandated quotas, etc.).

Private Employer Affidavit of Compliance Pursuant To O.C.G.A. § 36-60-(d)

By executing this affidavit, the undersigned private employer verifies its compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employs more than ten (10) employees and has registered with and utilizes the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-90. Furthermore, the undersigned private employer hereby attests that its federal work authorization user identification number and date of authorization are as follows:

701718

Federal Work Authorization User Identification Number

8/29/2013

Date of Authorization

Walgreen Co.

Name of Private Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on November, 28, 2017 in Dacula (city), GA (state).

Karyn E. Turner
Signature of Authorized Officer or Agent

Karyn E. Turner, Authorized Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 28 DAY OF Nov, 2017

Melissa Gardner
NOTARY PUBLIC

My Commission Expires:

1-8-2018

***Affidavit Verifying Status for City
Public Benefit Application***

By executing this affidavit under oath, as an applicant for a City of Villa Rica, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to any application for a City of Villa Rica, Business License or Georgia Occupational Tax Certificate, Alcohol License, Taxi Permit or other public benefit (circle one) for

Karyn E. Turner on behalf of Walgreen Co. d/b/a Rite Aid #11756.

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity].

1) X I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or nonimmigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant:

Date:

Karyn E. Turner 11/28/2017

Printed Name:

Karyn E. Turner

*

Alien Registration number for non-citizens

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

28 DAY OF Nov, 2017

Notary Public

Melissa Chandler

My Commission Expires: 1-8-2018

*Note: O.C.G.A. § 50-36-1 (e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. **Qualified aliens that do not have an alien registration number may supply another identifying number below:**

CITY OF VILLA RICA

**Application for Original Alcoholic Beverage License
Public Notice (Sign) Sworn Statement**

I (we) Walgreen Co; Kathryn E. Turner, Licensee

Individual, corporation or partnership applying for license. If corporation or partnership, also list named licensee.

Applicant(s) for an Alcoholic Beverage License in the City of Villa Rica, do solemnly swear, subject to criminal penalties for false swearing that I (we) have posted a notice (sign) at:

62 Industrial Boulevard, Villa Rica, GA 30180

Street Address

Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

Karyn E. Elizabeth Turner
Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Karyn E. Turner signed his or her
Applicant

name to the foregoing statement after stating to me that he/she knew and understood all statements made therein, and, under oath actually administered by me, has sworn that said statement is true.

This 28 day of Nov 2017.

Melissa Chandler
Notary Public

AFFP

1-85604 Walgreen Co. d/b/a Rit

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

1-85604

1/5/2018

Walgreen Co. d/b/a Rite Aid #11756; Karyn E. Turner, Licensee has filed an application to sell alcoholic beverages on the premises of 62 Industrial Boulevard, Villa Rica, GA 30180 as a Retail Drug Store. A public hearing on the application will be held on February 6, 2018 at 6:00 PM at the Hold-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at 678-785-1022.

Marvin Enderle, being duly sworn, says:

That he is the publisher of the Times-Georgian, a daily newspaper of general circulation, printed and published in Carrollton, Carroll County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 05, 2018

Publisher's Fee: \$ 20.00

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 5th day of January 2018.


Notary Public, Carroll County, Georgia

40027306 40285604



STEPHANIE BRUCE
SARD & LEFF, LLC
3789 Roswell Road
ATLANTA, GA 30342



Georgia Bureau of Investigation
3121 Panthersville Road
Decatur, Georgia 30034
404-244-2639

LSTCN:2727010531

GBITCN:73521280089993

DATE/TIME:2017-12-18 12:29:17

NAME:TURNER, KARYN ELIZABETH

PHOTO:PHOTO NOT AVAILABLE

NO GEORGIA OR FBI NATIONAL CRIMINAL HISTORY RECORD FOUND

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9814764
EFFECTIVE DATE: 04/13/1998
JURISDICTION : ILLINOIS
REFERENCE : 0070
PRINT DATE : 04/17/1998
FORM NUMBER : 316

CORPORATION SERVICE COMPANY
100 PEACHTREE STREET
ATLANTA GA 30303

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

WALGREEN CO.
A FOREIGN PROFIT CORPORATION

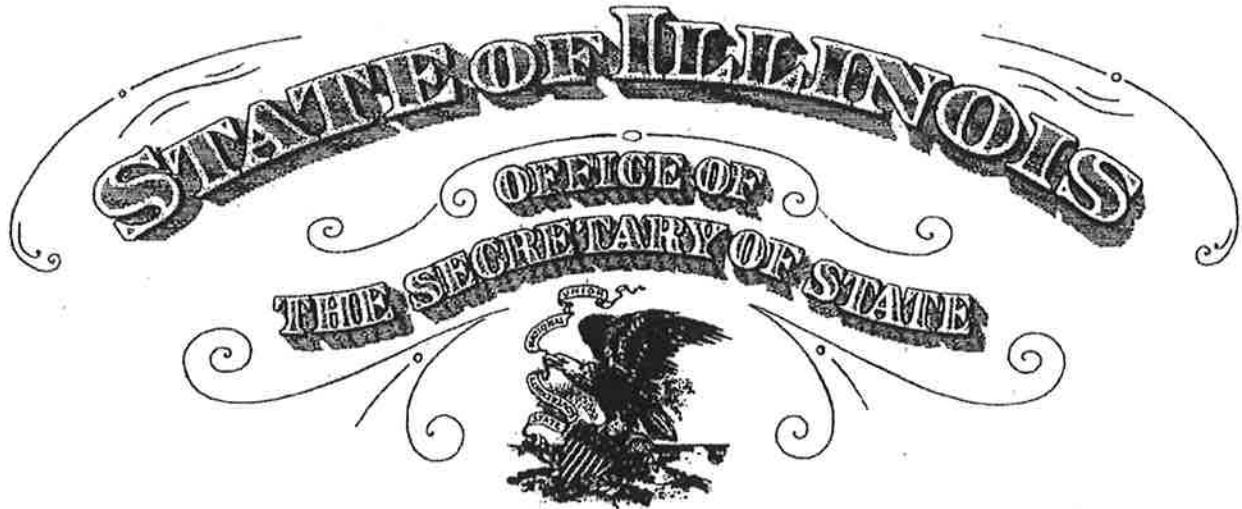
has been duly incorporated under the laws of the jurisdiction set forth above and has filed an application meeting the requirements of Georgia law to transact business as a foreign corporation in this state.

WHEREFORE, by the authority vested in me as Corporation Commissioner, the above named corporation is hereby granted, on the effective date stated above, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



Lewis A. Massey
LEWIS A. MASSEY
SECRETARY OF STATE



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

WALGREEN CO., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 15, 1909, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 13TH
day of JANUARY A.D. 2009

Jesse White

(File in Duplicate)

JIM EDGAR
Secretary of State
Springfield, Illinois

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION

1004-3481
(Do not write in this space)
Date Paid: 1-12-57
License Fee \$
Franchise Tax \$
Filing Fee \$
Clerk

The undersigned corporation, for the purpose of amending its Articles of Incorporation and pursuant to the provisions of Section 55 of "The Business Corporation Act" of the State of Illinois, hereby executes the following Articles of Amendment:

ARTICLE FIRST: The name of the corporation is: Walgreen Co.

ARTICLE SECOND: The following amendment or amendments were adopted in the manner prescribed by "The Business Corporation Act" of the State of Illinois: see attached.

2262545

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

ARTICLE THIRD: The number of shares of the corporation outstanding at the time of the adoption of said amendment or amendments was 30,657,518 and the number of shares of each class entitled to vote as a class on the adoption of said amendment or amendments, and the designation of each such class were as follows:

Class	Number of Shares
Common	30,657,518

NOTE: On the date of adoption of the amendment an additional 0 shares were held in treasury and not entitled to vote:

Class	Number of Shares
-------	------------------

Class voting is not applicable

(Disregard separation into classes if class voting does not apply to the amendment voted on.)

ARTICLE FOURTH: The number of shares voted for said amendment or amendments was * and the number of shares voted against said amendment or amendments was *. The number of shares of each class entitled to vote as a class voted for and against said amendment or amendments, respectively, was:

Class	Number of Shares Voted For	Number of Shares Voted Against
-------	----------------------------	--------------------------------

Class voting is not applicable.

(Disregard those items unless the amendment restates the articles of incorporation.)

	Number of Shares Voted For	Number of Shares Voted Against
*Sections 1 and 2 of Restated Article R-V	26,151,203	514,575
*Section 3 of Restated Article R-V	21,127,845	4,386,915
Item 1. On the date of the adoption of this amendment, restating the articles of		

incorporation, the corporation had _____ shares issued, itemized as follows:

Class	Series (If Any)	Number of Shares	Par value per share or statement that shares are without par value
-------	-----------------	------------------	--

Item 2. On the date of the adoption of this amendment restating the articles of incorporation, the corporation had a stated capital of \$ _____ and a paid-in surplus of \$ _____ or a total of \$ _____

regard this Article where this document contains no such provisions.)

ARTICLE FIFTH: The manner in which the exchange, reclassification, or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for in, or effected by, this amendment, is as follows:

(Disregard this Paragraph where amendment does not affect stated capital or paid-in surplus.)

ARTICLE SIXTH: Paragraph 1: The manner in which said amendment or amendments effect a change in the amount of stated capital or the amount of paid-in surplus, or both, is as follows:

(Disregard this Paragraph where amendment does not affect stated capital or paid-in surplus.)

Paragraph 2: The amounts of stated capital and of paid-in surplus as changed by this amendment are as follows:

	Before Amendment	After Amendment
Stated Capital.....	\$	\$
Paid-in surplus.....	\$	\$

30312

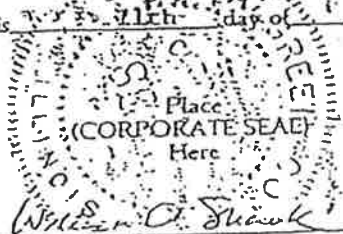
2262545

RECORDED
LAKE COUNTY, ILLINOIS

1984 JAN 16 AM 11:41

Handwritten signature

IN WITNESS WHEREOF, the undersigned corporation has caused these Articles of Amendment to be executed in its name by its _____ President, and its corporate seal to be hereto affixed; attested by its _____ Secretary, this _____ day of _____, 19 ____.



By Fred [Signature]
Walgreen Co.
Its President

ATTEST: William D. Shaw
Its Secretary

As authorized officers, we declare that this document has been examined by us and is, to the best of our knowledge and belief, true, correct and complete.

ARTICLES OF AMENDMENT
to the
ARTICLES OF INCORPORATION

Return to:
FILED
JAN 12 1984
THE PRENTICE-HALL CORPORATION SYSTEM, INC.
222 WEST ADAMS STREET
CHICAGO, ILL 60606

SECRETARY OF STATE
CORPORATION DEPARTMENT
SPRINGFIELD, ILLINOIS 62756
TELEPHONE (217) 782-6961

FILE IN DUPLICATE
Filing Fee \$25.00
Filing Fee for Re-Stated Articles \$100.00

RESTATE ARTICLE R-V

1. The aggregate number of shares which the Corporation is authorized to issue is 101,000,000 divided into two classes. The designation of each class, the number of shares of each class and the par value of the shares of each class, are as follows:

Class	Series (if any) Issuable in Series	Number of Shares 1,000,000	Par Value \$1.00
Preferred Shares			
Common Shares	None	100,000,000	\$1.25

2. The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

SECTION A

The Preferred Shares

1. The Preferred Shares may be issued in one or more series and with such designation for each such series sufficient to distinguish the shares thereof from the shares of all other series and classes, as shall be stated and expressed in the resolution or resolutions providing for the issue of each such series adopted by the Board of Directors. The Board of Directors in any such resolution or resolutions is hereby expressly authorized to divide the Preferred Shares into series and to fix and determine the relative rights and preferences of the shares of any series so established as to:

(i) The rate per annum at which the holders of shares shall be entitled to receive dividends.

(ii) The price at and the terms and conditions on which shares may be redeemed.

(iii) The amount payable upon shares in event of involuntary liquidation.

(iv) The amount payable upon shares in event of voluntary liquidation.

(v) The sinking fund provisions, if any, for the redemption or purchase of shares.

(vi) The terms and conditions on which shares may be converted, if the shares are issued with the privilege of conversion.

The Board of Directors may increase the number of shares designated for any existing series by a resolution adding to such series authorized and unissued Preferred Shares not designated for any other series.

6. A consolidation or merger of the Corporation with or into one or more corporations shall not be deemed to be a liquidation, dissolution or winding up within the meaning of this Section A.

SECTION B

The Common Shares

1. Subject to the limitations set forth in Section A of this Restated Article R-V, the holders of Common Shares shall be entitled to dividends if, when and as the same shall be declared by the Board of Directors out of funds of the Corporation legally available therefor.

2. The holders of Common Shares shall be entitled to vote as provided by law.

SECTION C

The Preferred and Common Shares

No holder of any shares shall have any preemptive right to subscribe for or to acquire any additional shares of the corporation of the same or of any other class, whether now or hereafter authorized (including any shares held by the corporation in its Treasury) or any options or warrants giving the right to purchase any such shares, or any bonds, notes, debentures or other obligations convertible into any such shares, excepting only such right, if any, as the Board of Directors, in its discretion from time to time shall determine and provide.

3. PROVISIONS APPLICABLE TO CERTAIN BUSINESS COMBINATIONS

3.01 The affirmative vote of the holders of not less than 80 percent of the outstanding shares of Common Stock of the Corporation shall be required for the approval or authorization of any "Business Combination" (as hereinafter defined) of the Corporation with any "Substantial Shareholder" (as hereinafter defined); provided, however, that such 80 percent voting requirement shall not be applicable if:

(i) Such Business Combination was approved by at least two-thirds of the "Continuing Directors" (as hereinafter defined) of the Board of Directors of the Corporation; or

(ii) The cash or fair market value (as determined by at least two-thirds of the Continuing Directors) of the property, securities or other consideration to be received per share by holders of the Common Stock of the Corporation in such Business Combination is not less than the "Highest Per Share Price" (as hereinafter defined) paid by the Substantial Shareholder in acquiring any of its holdings of the Corporation's Common Stock.

2262545

RESOLVED, that the Articles of Incorporation of this corporation be amended in the following respects and as so amended be restated as set forth below, and that Articles of Amendment and Restatement be executed and filed with the Secretary of State of the State of Illinois by the appropriate corporate officers:

RESTATEMENT OF ARTICLES OF INCORPORATION

RESTATED ARTICLE R-I

(Herewith restated only)

1. The name of the corporation is: Walgreen Co.
2. The corporation was incorporated February 15, 1909 under the name: C. R. Walgreen and Co.
3. Subsequent corporate names and the dates of their adoption are:

Name
Walgreen Co.

Date Adopted
April 13, 1916

RESTATED ARTICLE R-II

(Herewith restated only)

The address of its registered office in the State of Illinois on the date of adoption of this Amendment and Restatement of Articles of Incorporation was: 4300 Peterson Avenue, in the City of Chicago, Postal Code 60646, County of Cook, and the name of its Registered Agent at said address was: W. K. Miske.

RESTATED ARTICLE R-III

(Herewith amended and restated)

The duration of the corporation is: Perpetual.

RESTATED ARTICLE R-IV

(Herewith restated only)

The purpose or purposes for which the corporation is organized are:

To manufacture, compound, buy, sell, and generally deal in drugs, medicines, chemicals and druggists' sundries of all kinds at wholesale and retail together with all goods, wares and merchandise.

RESTATED ARTICLE R-V

(Herewith amended and restated)

1. The aggregate number of shares which the corporation is authorized to issue is 5,000,000, divided into no classes. The designation of each class, the number of shares of each class, and the par value, if any, of the shares of each class, or a statement that the shares of any class are without par value, are as follows:

<u>Class</u>	<u>Series (if any)</u>	<u>Number of Shares</u>	<u>Par Value per Share or statement that shares are without par value</u>
Common	None	5,000,000	\$5

2. The preferences, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each class are:

No holder of shares of the corporation, as such, shall have any preemptive right to subscribe to shares, obligations, warrants, rights to subscribe to shares or other securities of the corporation of any kind or class, whether now or hereafter authorized.

for the purposes of subparagraph 3.01 (ii) of this Article R-V, the term "other consideration to be" shall include, without limitation, Common Stock or other stock of the Corporation retained by its existing stockholders other than Substantial Shareholders or other parties to such Business Combination in the event of a Business Combination in which the Corporation is the surviving corporation.

(v) The term "Continuing Director" shall mean a Director who was a member of the Board of Directors of the Corporation immediately prior to the time that the Substantial Shareholder involved in a Business Combination became a Substantial Shareholder.

(vi) A Substantial Shareholder shall be deemed to have acquired a share of the Common Stock of the Corporation at the time when such Substantial Shareholder became the Beneficial Owner thereof. With respect to the shares owned by Affiliates, Associates or other persons whose ownership is attributed to a Substantial Shareholder under the foregoing definition of Substantial Shareholder, if the price paid by such Substantial Shareholder for such shares is not determinable by a majority of the Continuing Directors, the price so paid shall be deemed to be the higher of (a) the price paid upon the acquisition thereof by the Affiliate, Associate or other person or (b) the closing market price per share on the New York Stock Exchange on the day when the Substantial Shareholder became the Beneficial Owner thereof.

(vii) The term "Highest Per Share Price" as used in this paragraph 3 shall mean the highest price that can be determined to have been paid at any time by the Substantial Shareholder for any share or shares of Common Stock. In determining the Highest Per Share Price all purchases by the Substantial Shareholder shall be taken into account regardless of whether the shares were purchased before or after the Substantial Shareholder became a Substantial Shareholder. The Highest Per Share Price shall include any brokerage commissions, transfer taxes and soliciting dealers' fees paid by the Substantial Shareholder with respect to the shares of common stock of the Corporation acquired by the Substantial Shareholder. In the case of any Business Combination with a Substantial Shareholder, the Continuing Directors shall determine the Highest Per Share Price.

3.03 The provisions set forth in this paragraph 3 may not be amended, altered, changed or repealed in any respect unless such action is approved by the affirmative vote of the holders of not less than 80 percent of the outstanding shares of common stock of the Corporation at a meeting of the shareholders duly called for the consideration of such amendment, alteration, change or repeal.

Return to:
THE PRENTICE-HALL CORPORATION SYSTEM, INC.
222 WEST ADAMS STREET
CHICAGO, ILL 60508

PAID

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made as of August ¹⁴ 2006 by and between ECK-VILLA, LLC, a Georgia limited liability company ("Assignor") and LUNG REALITY, LLC, a Georgia limited liability company ("Assignee").

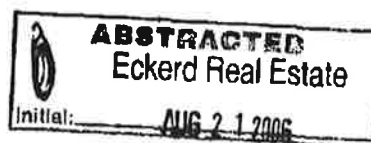
RECITALS

- A. Assignor has, by deed ("Deed") of even date herewith, contemporaneously conveyed to Assignee certain property having an address of 62 Industrial Boulevard, Villa Rica, Georgia, 30180, which property is more particularly described in the Deed;
- B. The Property is subject to that certain Lease Agreement dated May 24, 2004 between Assignor, as landlord, and Eckerd Corporation., as tenant ("Tenant"), as amended by that certain Lease Amendment No. 1 dated September 13, 2004 (collectively, the "Lease"); and
- C. Assignor desires to transfer and assign all of Assignor's rights, title and interest in and to the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers and assigns to Assignee as of the Effective Date (as defined below) all right, title and interest of Assignor in and to the Lease.
2. Assignee hereby assumes all obligations of the Landlord under the Lease arising from and after the Effective Date.
3. Assignor agrees to indemnify, defend and save Assignee harmless from and against any loss, damage, claim, liability and expenses (including reasonable attorney's fees) arising out of or relating to the performance of all obligations of the landlord under the Lease ("Landlord Obligations") arising or accruing prior to the Effective Date. Assignee agrees to indemnify, defend and save Assignor harmless from and against any loss, damage, claim, liability and expenses (including reasonable attorney's fees) arising out of or relating to Landlord Obligations first arising or accruing on or after the Effective Date hereof.
4. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.
5. The "Effective Date" of this Agreement is August ¹⁴ 2006.



LEASE AMENDMENT NO. 1

THIS LEASE AMENDMENT NO. 1 (this "Amendment") is entered into as of the 13 day of September, 2004, by and between ECK-VILLA, LLC, a Georgia limited liability company (the "Landlord") and ECKERD CORPORATION, a Delaware corporation (the "Tenant"). Based upon the mutual promises set forth in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Landlord and Tenant entered into a written Lease Agreement dated May 24, 2004 (the "Lease") for the lease of certain premises (the "Premises") located at the northwest corner of SR 101 and U.S. Hwy. 78 and situated in Villa Rica, County of Carroll, State of Georgia.

2. Landlord and Tenant desire by this Amendment to amend the Lease.

3. Exhibit "A" (Site Plan) attached to the Lease is deleted in its entirety and the attached Exhibit "A" (Site Plan) is substituted.

4. Exhibit "B" (Legal Description) attached to the Lease is deleted in its entirety and the attached Exhibit "B" (Legal Description) is substituted.

5. Section 10 of the Lease (titled "Exterior Facilities") is amended by deleting the second sentence from Subsection 10.1., and substituting the following:

"The area provided for the parking of automobiles shall be sufficient to accommodate not less than sixty-two (62) full-sized automobiles with spaces striped on a minimum of nine foot (9') centers for each car."

6. Each party represents and warrants that it has the full authority to enter into this Amendment, and that no third party consents of any kind are required in connection with this Amendment.

7. Except as amended by this Amendment, the Lease and the terms of it shall continue in full force and effect.

8. The provisions of this Amendment shall bind and inure to the benefit of the heirs, representatives, successors and assigns of the parties.

9. In the event of any conflict between the provisions of this Amendment and the provisions of the Lease, the provisions of this Amendment shall prevail.

10. This Amendment may be executed in several counterparts, each of which shall be deemed an original, all of which shall constitute one and the same Amendment together, shall constitute one and the same Amendment.

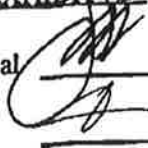
LEGAL DESCRIPTION
ECKERD DRUG STORE #5749
GA HWY 61/101 @ US HWY 78
VILLA RICA, GEORGIA

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LL 163, 6TH DISTRICT, 5TH SECTION, CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE WEST RIGHT OF WAY OF GEORGIA HIGHWAY 101 AND NORTH RIGHT OF WAY OF US HIGHWAY 78, BEING THE TRUE POINT OF BEGINNING: THENCE RUNNING SOUTH 86°52'8" WEST ALONG THE NORTH RIGHT OF WAY OF US HIGHWAY 78 FOR A DISTANCE OF 214.84 FEET TO A POINT, THENCE RUNNING NORTH 22°24'15" EAST FOR A DISTANCE OF 82.59' TO A POINT, THENCE RUNNINGSOUTH 87°37'13" WEST FOR A DISTANCE OF 152.42 FEET TO A POINT, THENCE RUNNING NORTH 22°19'28" EAST FOR A DISTANCE OF 259.42 FEET TO A POINT, THENCE NORTH 85°39'29" EAST FOR A DISTANCE OF 290.34' TO A POINT ON THE WEST RIGHT OF WAY OF GEORGIA HIGHWAY 101, THENCE RUNNING SOUTH 10°33'07" WEST ALONG THE WEST RIGHT OF WAY OF GEORGIA HIGHWAY 101 A DISTANCE OF 278.42 FEET TO A POINT, THENCE RUNNING SOUTH 02°07'51" WEST ALONG THE RIGHT OF WAY OF GEORGIA HIGHWAY 101 FOR A DISTANCE OF 46.58 FEET TO THE POINT OF BEGINNING.

SAID TRACT CONTAINS 2.08 ACRES

EXHIBIT "B"

EXHIBIT "B"	
Landlord Initial	
Tenant Initial	

BK PG
2855 102

PREPARED BY AND RETURN TO:
Robert Wallace, Esq.
Eckerd Corporation
8333 Bryan Dairy Road
Largo, Florida 33777

FILED
CLERK SUPERIOR COURT
CARROLL COUNTY, GA

04 SEP 24 PM 1:49

Handwritten signature
CLERK SUPERIOR COURT
CARROLL COUNTY, GA

✓
AFTER RECORDING RETURN TO
HAUTEY, WOLFE AND BAILEY, LLP
2298 CUMBERLAND PARKWAY
BUILDING 1300
ATLANTA, GEORGIA 30339-4503

Store No. 5749
Villa Rica, Georgia

SHORT FORM LEASE

THIS SHORT FORM LEASE is made this 3rd day of September, 2004, by and between ECK-VILLA, LLC, a Georgia limited liability company ("Landlord"), and ECKERD CORPORATION, a Delaware corporation ("Tenant"). The terms "Landlord" and "Tenant" shall include the successors and assigns of the respective parties. Based upon the mutual promises set forth in this Short Form Lease, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. It is understood and agreed that this is a short form lease which is for the rents and upon the terms, covenants, conditions, rights and liabilities contained in that certain Lease Agreement by and between Landlord and Tenant dated 5/24, 2004 ("Lease"), and shall run with the land and continue for the term of the Lease and any extensions of the Lease, and shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties to the Lease, which Lease is and shall be made a part of this instrument as fully and completely as if the same were set forth in this Short Form Lease.
2. Landlord leases and demises to Tenant and Tenant agrees to take and lease from Landlord for the term specified in the Lease, land and a freestanding building located at northwest corner of State Route 101 and U.S. Hwy 78, and situated in the City of Villa Rica, County of Carroll, State of Georgia, and more particularly described on the attached Exhibit "B" ("Leased Premises").
3. The initial term of the Lease will commence thirty (30) days after the completion of all improvements on the Leased Premises by Landlord in accordance with the provisions of the Lease and possession of the Leased Premises have been tendered to Tenant, or when Tenant opens for the transaction of its business on the Leased Premises, whichever event occurs earlier, and will terminate twenty (20) years from the date of commencement.
4. Tenant, at its option, shall be entitled to four (4) successive extensions of the term of the Lease, each extension to be for a period of five (5) years.

EXHIBIT "B"

BK

PG

2855

105

N/F
BENCHMARK INTERNATIONAL
ZONED: C

LEGAL DESCRIPTION:

All that tract or parcel of land lying and being in Land Lot 163 of the 6th District, City of Villa Rica, Carroll County, Georgia, and being more particularly described as follows;

Beginning at the intersection of the North Right of Way of U.S. Highway 78 and the West Right of Way of GA Highway 101 thence running South 86° 52' 08" West along the North Right of Way of U.S. Highway 78 for a distance of 214.84 feet to a point, thence running North 22° 24' 15" East for a distance of 82.59 feet to a point, thence running South 87° 37' 13" West for a distance of 152.42 feet to a point, thence running North 22° 19' 28" East for a distance of 259.42 feet to a point, thence running North 85° 39' 29" East for a distance of 290.34 feet to the West Right of Way of GA Highway 101, thence running South 10° 33' 07" West along the West Right of Way of GA Highway 101 for a distance of 278.42 feet to a point, thence continuing along West Right of Way of GA 101 and running South 02° 07' 51" West for a distance of 46.58 feet to the Point of Beginning.

Said Tract contains 2.08 Acres

RECORDED SEP 27 2004 KENNETH SKINNER, CLERK

LEASE AGREEMENT

This Lease Agreement ("Lease") is made this 24th day of May, 2004, by and between ECK-VILLA, LLC, a Georgia limited liability company ("Landlord") and ECKERD CORPORATION, a Delaware corporation ("Tenant"). In consideration of the mutual covenants and agreements contained in this Lease, and for other good and valuable consideration, the receipt of which is acknowledged, Landlord and Tenant agree as follows:

1. Leased Premises

- 1.1. Landlord leases to Tenant, and Tenant accepts from Landlord, those certain premises consisting of land and a building (with area inside walls of 13,813 square feet), as shown on the site plan on the attached **Exhibit "A"**, upon real property located at the northwest corner of SR 101 and U.S. Hwy. 78 and situated in Villa Rica, County of Carroll, State of Georgia, and as legally described in the attached **Exhibit "B"** ("Leased Premises").
- 1.2. Tenant shall be permitted to use the Leased Premises for the operation of a drug store and/or for any other lawful retail purpose or purposes, including, but not limited to, an Express Photo and/or photo processing center, a postal substation or package mailing center, and an optical center for the practice of opticianry and optometry. Tenant may also, after obtaining all required licenses and permits, sell alcoholic beverages for off-premises consumption. Landlord warrants that the Leased Premises prior to the commencement of construction will be zoned (or the relevant variances or site approvals have been obtained) which allow each of the specific uses described above and that there are no recorded restrictions which would prohibit or restrict Tenant from using the Leased Premises for any of those specific uses. Tenant has the right to discontinue all or any part of its business operations (including, but not limited to, its pharmacy operations) at the Leased Premises at any time, at Tenant's sole discretion and without Landlord's approval or consent.
- 1.3. If Tenant shall cease the conduct of business on the Leased Premises for a continuous period in excess of six (6) months (except by reason of (i) strikes, fire, casualty or other causes beyond the reasonable control of Tenant, or (ii) repairs and remodeling, provided such repairs or remodeling is started within said six months period and is pursued diligently until completed and the Leased Premises remain continuously vacant during such period, Landlord shall have the right and option at any time Tenant is not operating its business operations at the Leased Premises following such 6-month period, to terminate this Lease upon notice to Tenant, effective on the last day of the next succeeding calendar month following receipt of such notice and upon such termination the parties shall have no further obligations to each other under this Lease. Notwithstanding the foregoing, if Tenant shall send notice to Landlord of Tenant's bona fide intent to sublet the Leased Premises prior to Landlord's termination of the Lease, which notice shall (i) specify the date upon which it is anticipated that the Leased Premises will become occupied pursuant to such sublease ("Sublease Occupancy Date"), and (ii) be accompanied by the sublease agreement, then Landlord shall have the right, within forty-five (45) days after receipt of such notice from Tenant, to terminate this Lease by giving notice to Tenant, which termination shall be effective on the last day of the next succeeding calendar month following the date of such termination notice. If Landlord does not exercise such termination right within such forty-five (45) day period and the Leased Premises is sublet, then Landlord's right to terminate pursuant to this paragraph shall not be exercisable unless no business is conducted on the Leased Premises for an additional continuous period in excess of six months (subject to the exceptions set forth in the first sentence of this paragraph) at any time following the Sublease Occupancy Date.
- 1.4. No part of the Leased Premises may be used, assigned or sublet for the following uses: nude or semi-nude dancing; bar, tavern or cocktail lounge, except as part of a restaurant operation; "adult" or "X-rated" book or movie store (except that this provision shall not prohibit the sale or rental of "adult" or "X-rated"

video tapes as part of the business of a video store offering a substantial selection of other types of video tapes as a majority of its selection); for the display or sale of pornographic materials; adult movie theatre; so-called "head shops" selling or displaying drug paraphernalia; massage parlor; industrial purposes. For the purposes of this Section "pornographic materials" shall be any books, magazines, newspapers or video tapes which would be obscene under prevailing laws.

2. Initial Term and Option Periods

- 2.1. The initial term of this Lease shall commence concurrently with Rent Commencement Date ("Lease Commencement Date") and shall end at midnight twenty (20) years later ("Lease Termination Date").
- 2.2. Landlord and Tenant agree, upon written request by either party, to execute, acknowledge and deliver instruments to each other in recordable form certifying the Lease Commencement Date and Lease Termination Date.
- 2.3. Tenant, if not in default beyond any applicable cure period, has the option to renew this Lease for four (4) successive five (5) year periods on the same terms and conditions contained in this Lease, provided Tenant gives Landlord twelve (12) months notice of its election to exercise an option prior to the end of the then-current term. Should Tenant neglect to exercise an option on the applicable date, Tenant's right to exercise its option shall not expire until sixty (60) days after notice, by Landlord, of Tenant's failure to exercise its option.
- 2.4. Tenant will deliver up and surrender to Landlord possession of the Leased Premises upon the expiration or termination of this Lease in good condition and repair (loss by casualty and ordinary wear and decay excepted). Any property not removed by Tenant upon surrender of the Leased Premises shall be deemed abandoned.

3. Rent

- 3.1. Rent payable by Tenant pursuant to this Lease ("Rent") shall commence sixty (60) days after the Leased Premises are completed by Landlord in accordance with the provisions of this Lease and possession of the Leased Premises has been delivered to Tenant, or the date Tenant opens for business, whichever occurs earlier ("Rent Commencement Date"). If Landlord fails to have the Leased Premises completed and ready for Tenant's occupancy by the Completion Date, then and in that event, Tenant shall be entitled to a credit against the Rent established in this Lease equal to one (1) day of Rent for each day of Landlord's delay in delivering the completed Leased Premises to Tenant.
- 3.2. Tenant shall pay Landlord Rent during the initial Lease term in the amount of Two Hundred Ninety-Two Thousand Eight Hundred Fifty-Four and 00/100 Dollars (\$292,854.00) per year, payable in equal monthly installments of Twenty-Four Thousand Four Hundred Four and 50/100 Dollars (\$24,404.50). Rent during each option period shall be as follows:

For the first option period	\$299,760.96 per year; \$24,980.08 per month
For the second option period	\$306,668.04 per year; \$25,555.67 per month
For the third option period	\$313,575.00 per year; \$26,131.25 per month
For the fourth option period	\$320,481.96 per year; \$26,706.83 per month
- 3.3. All monthly payments of Rent shall be paid in advance on the first day of each and every calendar month during the term of this Lease, at Landlord's address set forth in this Lease. If the term shall commence on a day other than the first day of a month, then Rent shall be prorated for the balance of that month on a per diem basis.
- 3.4. Landlord's federal tax identification number is: 90-0141885

- 3.5. Tenant shall pay the sales or use tax, if any, assessed against the Rent it pays under this Lease.
- 3.6. Notwithstanding anything to the contrary set forth in this Lease, Tenant shall submit to Landlord on or before the ninetieth (90th) day following the end of each Lease Year, a statement showing the amount of gross sales at this location during the preceding Lease Year. Landlord agrees that all information concerning Tenant's affairs, financial or otherwise, shall remain confidential, and shall not be divulged or published by Landlord, except to a mortgagee or proposed mortgagee or potential purchaser of the Leased Premises, all of whom shall also agree, in writing, that all such information shall remain confidential.

4. Easements, Covenants, and Restrictions

- 4.1 The obligations of Tenant under this Lease are contingent upon Landlord entering into a Declaration of Easements and Use Restrictions (the "Agreement") in the form attached as Exhibit "C", and recording the Agreement in the county in which the Leased Premises are located. The Agreement shall grant to Tenant, its employees, customers and invitees the right to use the driveways and other easements located on the properties shown on Exhibit "A" (excluding the Leased Premises), and shall provide that no portion of such properties will be used for the operation of a pharmacy or for the sale or dispensing of prescription drugs or for any collateral use (such as, e.g., parking, drainage, or service drives) in support of a pharmacy, drug store or a business which sells or dispenses prescription drugs for so long as this Lease remains in effect (or for such longer period of time as agreed to by Landlord and Tenant), provided, however, that a supermarket or other commercial use that includes a pharmacy but whose primary business is not operating a pharmacy shall be a permitted use. Landlord shall not enter into any modification or amendment of the Agreement or provide any approval required of Landlord under the Agreement without the prior written consent of Tenant. Landlord shall use its best efforts to enforce the terms of the Agreement as necessary to ensure Tenant's quiet enjoyment of the Leased Premises and to obtain for Tenant all rights inuring to the benefit of Landlord or Tenant under the Agreement. Landlord agrees to provide Tenant with a fully-executed and recorded (or file-marked) copy of the Agreement within thirty (30) days after the Agreement is recorded. As long as this Lease is in effect, Tenant shall fulfill the monetary obligations attributable to Landlord under the terms of the Agreement.

5. Ingress and Egress

- 5.1. Landlord warrants that it will provide during for the term of this Lease and any extension of it, ingress and egress facilities to public highways in the number and the locations depicted on Exhibit "A", subject to unavoidable temporary closings, adjustments or relocations necessitated by public authority or other circumstances beyond Landlord's control.

6. Exclusive

- 6.1. Landlord agrees that it will not directly or indirectly lease, rent, sell or otherwise permit any property in which it has any interest (direct or indirect) located within one thousand (1,000) feet of any exterior boundary of the Leased Premises, to be used as a drug store or a business which sells or dispenses prescription drugs or for any collateral use in support of a drug store or a business which sells or dispenses prescription drugs (such as, e.g., parking, drainage, or service drives), without the written permission of Tenant.

7. Landlord's Representations and Warranties

- 7.1. Landlord warrants that it is, or before the Lease Commencement Date, will be, the owner in fee of the Leased Premises, that the Leased Premises will not be subject to any liens or mortgages other than the Landlord's construction loan, and that Landlord has full right and title to execute and perform this Lease subject to Section 35.1 of the Lease.

- 7.2. So long as this Lease is in force and effect, Landlord agrees that it will not permit the disturbance of, nor interference with, Tenant's quiet enjoyment of the Leased Premises in accordance with the terms of this Lease.
- 7.3. Promptly after execution of this Lease, Landlord shall furnish Tenant with satisfactory evidence of Landlord's title in the form of a copy of a deed or a copy of a signed purchase agreement. If on the date Landlord acquires title to the Leased Premises the Leased Premises or any part of the Leased Premises is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage, which is prior and superior to this Lease, Landlord will deliver to Tenant in form and substance satisfactory to Tenant, an agreement duly executed by such mortgagee or trustee, obligating such mortgagee or trustee or any successor to the mortgagee or trustee to be bound by this Lease and by all of Tenant's rights under this Lease, provided Tenant is not in default beyond any applicable cure period under the terms of this Lease.
- 7.4. Landlord has or will obtain a title insurance policy insuring the Leased Premises and any easements benefiting the Leased Premises. Landlord represents and warrants that with respect to any exceptions to the title to the Leased Premises that (a) nothing contained in any of said exceptions prohibits or restricts Landlord from performing any or all of its obligations under this Lease during its full term, (b) none of said exceptions adversely affects or interferes with Tenant's enjoyment of the Leased Premises, and (c) there are no easements under, above or through the building to be constructed on the Leased Premises.
- 7.5. Landlord warrants and represents to Tenant that no brokerage commissions have been charged to, or paid by, Tenant in relation to this Lease to brokers in which Landlord has an ownership interest or who are subsidiaries or affiliates of Landlord.

8. Lease Subordination and Notices to Mortgagees

- 8.1. Tenant agrees to subordinate this Lease to the lien of any first mortgage or blanket mortgage placed on the Leased Premises, provided only that so long as this Lease is in full force and effect (a) Tenant's tenancy will not be disturbed, nor will this Lease be affected by any default under such mortgage; (b) the rights of Tenant under this Lease shall expressly survive and shall not be cut off; and (c) this Lease shall, in all respects, continue in full force and effect.
- 8.2. If Landlord is in full compliance with the provisions of this Lease, Tenant will, upon demand and without cost to Tenant, execute and deliver to Landlord Tenant's standard Subordination, Non-Disturbance and Attornment Agreement necessary to effectuate such subordination and non-disturbance.
- 8.3. Upon Landlord's written request, any notices required or permitted to be given to Landlord under this Lease shall also be given to any mortgagee whose name and address has been provided by Landlord to Tenant in writing. Such mortgagee shall have the right, but not the obligation, to cure any default by Landlord within the same time period as may be granted Landlord under any provision in this Lease.

9. Construction

- 9.1. Landlord will, at its own expense, prepare and deliver to Tenant five (5) sets of detailed plans and specifications for construction of the Leased Premises in accordance with guide plans furnished by Tenant (Edition: Prototype 2000 or Prototype 2001, both with an issue date of June 29, 2001, both as amended by Bulletin #1 and by Bulletin #2, both dated November 8, 2001, by Bulletin #3 dated May 1, 2002, by Bulletin #4 dated May 22, 2002, and by Bulletin #5 dated July 15, 2002; or Edition: Prototype 2002 with an issue date of May 17, 2002, as amended by Bulletin #1 dated July 15, 2002, and by Bulletin #2 dated August 7, 2002, or Edition: Prototype 2000, 2001 & 2002, with an issue date of February 28, 2003, as amended by Bulletin #1 dated February 28, 2003, and by Bulletin #2 dated April 3, 2003, as applicable) ("Guide Plans"). Landlord acknowledges receipt of the Guide Plans from Tenant. Landlord's construction plans and specifications shall be subject to approval by Tenant, initialed by the parties and considered a part of this Lease. Such approved plans are referred to in this Lease as the "Plans." If Landlord elects to proceed with construction prior to obtaining Tenant's approval of the Plans, any changes required by Tenant shall be at Landlord's sole cost and expense.

- 9.2. Notwithstanding any information set forth in the Guide Plans nor Tenant's approval of Landlord's Plans as described above, it is Landlord's sole obligation and responsibility under this Lease to ensure that the design and construction of the Leased Premises complies in all respects with applicable law, including, but not limited to, the Americans with Disabilities Act ("ADA") (and all regulations promulgated under the ADA), together with any other federal, state or local statutes, codes or regulations relating to the accessibility of the Leased Premises to physically disabled persons, at the time the Leased Premises are delivered to Tenant for possession. Landlord agrees to defend, hold harmless, and indemnify Tenant for any and all losses incurred by Tenant in the event Landlord breaches this obligation.
- 9.3. Immediately upon execution of this Lease, Landlord shall proceed with due diligence to obtain all requisite permitting for development of the Leased Premises, including any sign variance required pursuant to the terms of this Lease. Landlord shall commence construction no later than December 3, 2004, and shall complete the Leased Premises in accordance with the Plans no later than April 4, 2005 ("Completion Date"). Landlord shall provide Tenant at least thirty (30) days prior written notice of commencement of construction, provided, however, construction will be allowed to commence in less than 30 days if so approved by Tenant. At least sixty (60) days prior to the Completion Date, written notice shall be given by Landlord to Tenant that the Leased Premises will be completed and ready for Tenant's occupancy. Landlord shall obtain from the authority having jurisdiction the street address to be assigned to the Leased Premises and provide Tenant with such information in writing no later than thirty (30) days after commencement of construction. If construction is delayed for a period of six (6) months or longer and Tenant does not terminate this Lease, the Plans shall be resubmitted by Landlord for approval by Tenant prior to construction or recommencement of construction.
- 9.4. The Leased Premises shall be deemed to have been fully completed and ready and available for occupancy by Tenant when *all* of the following have been accomplished: (a) a certificate of occupancy or an equivalent use permit is issued by and obtained from the governmental authority having jurisdiction; (b) the architect who prepared the Plans has certified in writing to Tenant that the Leased Premises have been completed in accordance with the Plans approved by Landlord and Tenant as set forth in this Lease; (c) Landlord has tendered possession of the Leased Premises to Tenant with the store absolutely cleaned, including the cleaning and waxing of floors; (d) all mechanical systems servicing the Leased Premises have been completed and are in good working condition; (e) the Leased Premises are free and clear of all liens as provided in this Lease; and (f) Landlord has delivered to Tenant satisfactory evidence of Landlord's title to the Leased Premises and non-disturbance agreements, if applicable, in accordance with this Lease. Landlord agrees to provide Tenant with two (2) copies of an as-built survey of the Leased Premises within thirty (30) days after the Lease Commencement Date ("As-Built Survey"). The As-Built Survey shall include, without limitation, a metes and bounds legal description, all easements, utilities, and public and private right-of-ways. In the event Landlord fails to provide Tenant with the copies of the As-Built Survey as provided above, Tenant may have an As-Built Survey prepared and offset the cost of such survey and the two (2) copies of the As-Built Survey against Rent due or becoming due under this Lease. Landlord warrants that the Leased Premises shall be free from defects in materials or workmanship for a period of one (1) year following the Lease Commencement Date ("One-Year Warranty"). Landlord further agrees to correct, at Landlord's sole cost and expense, any such defects. Upon completion of the Leased Premises as provided in this Lease, Landlord will not paint, decorate or change the architectural treatment of any part of the exterior of the Leased Premises, nor make any structural alterations, additions or changes to the Leased Premises without Tenant's prior written approval.
- 9.5. If Landlord shall fail to commence construction or deliver the Leased Premises to Tenant in the manner provided and within the time limits set forth in this Lease subject to Section 27 of this Lease, then Tenant may, at its option, terminate this Lease by giving Landlord thirty (30) days written notice of the default and Tenant's intent to terminate, unless during such 30-day period Landlord takes steps in good faith to cure the default and proceeds diligently with continuity to completion. Acceptance by Tenant of delivery of the Leased Premises prior to the Completion Date shall be at the option of Tenant, such acceptance not to be unreasonably withheld.

- 9.6. At Tenant's sole risk, Landlord will afford Tenant reasonable access to the Leased Premises prior to the Lease Commencement Date for the purpose of inspecting, measuring, installing or arranging for the installation of fixtures, but only to the extent that such activity proceeds without interfering with Landlord's contractors, subcontractors, and their respective employees. By giving Tenant access to the Leased Premises prior to the Lease Commencement Date, Landlord assumes no responsibility whatsoever for injury to Tenant's employees or contractors entering the Leased Premises, or damage to property Tenant's employees or contractors may have brought in, or upon, the Leased Premises, nor shall Landlord be entitled to any Rent by reason of such access. Tenant agrees to indemnify and hold Landlord harmless from and against any and all claims and demands arising out of such access, unless such claims or demands are due to the negligence of Landlord, its agents, employees or contractors.
- 9.7. The procedure for adjusting Rent based upon construction costs pursuant to this Lease shall be as follows:
- 9.7.1. The Rent set forth in this Lease was calculated based upon estimated total project costs of Two Million Seven Hundred Eighty-Nine Thousand Eighty-Two and No/100 Dollars (\$2,789,082.00) ("Estimated Total Project Costs"). The Estimated Total Project Costs are set forth in the Preliminary Site Budget document attached to this Lease as **Exhibit "D"** ("Preliminary Site Budget"). Specifically, the annual Rent for the initial Lease term is equal to the product of the Estimated Total Project Costs multiplied by ten and one half percent (10.5%). Included in the Estimated Total Project Costs are estimated hard costs for construction of the building that is a part of the Leased Premises. The phrase "hard costs for construction of the building" ("Building Hard Costs") shall mean:
- 9.7.1.1. Building Hard Costs shall include all real property building costs, including but not limited to the concrete slab under the building, building retaining walls, the building loading dock, the sidewalks under the front canopy, building masonry, building structural steel, metal roof decks, roof insulation, building rough and finish carpentry, building insulation, the exterior insulation and finish system ("EIFS") or stucco finish system, metal roof panels, the roof membrane, sheet metal and flashing, sealants, roof hatches, steel doors and frames, automatic doors, roll down doors, storefront system, door hardware, gypsum board systems, ceramic tile, suspended acoustical ceilings, resilient flooring, interior paint, exterior paint, wall coverings, miscellaneous interior finishes, fire extinguishers, restroom hardware, toilet partitions, drive-thru window and pneumatic systems, the heating, ventilating and air-conditioning system ("HVAC"), all interior plumbing (including hookup to site plumbing), fire sprinkler systems, building electrical system (including switchgear and hookup to site electrical feeds), light fixtures, general conditions associated to the building, and profit associated with the cost of the Building Hard Costs.
- 9.7.1.2. Building Hard Costs shall not include land improvement costs, such as fences, dumpster enclosures, demolition of existing structures, paving, offsite striping, curb and gutters, storm water systems, site electrical (including signage), transformer, power company service, site sanitary sewer, lift station, site gas piping, site lighting, offsite utilities, water meter, back-flow preventors, water detention structures, water retention systems, clearing and grading, structural fill, topsoil and unsuitable soil removal, landscaping, irrigation, site sidewalks, concrete paving, bollards, retaining walls, applicable federal or state department of transportation ("DOT") work, off site improvements, site equipment, general conditions associated with the site, or profit associated with the cost of the sitework costs.
- 9.7.2. As set forth on the Preliminary Site Budget, the parties estimate Building Hard Costs in the amount of Eight Hundred Ninety-Seven Thousand Eight Hundred Forty-Five and No/100 Dollars (\$897,845.00) ("Estimated Building Hard Costs"). The parties agree that Rent shall be adjusted as described below based upon the Actual Building Hard Costs (as defined below).
- 9.7.3. **Notwithstanding anything to the contrary contained in this Lease, any increase in Rent shall be expressly conditioned upon satisfaction of the four (4) conditions set forth below.**

Landlord agrees and acknowledges that in the event these four (4) conditions are not satisfied, Landlord shall not be entitled to an increase in Rent pursuant to this Lease:

- 9.7.3.1. Condition One: The general contractor, project architect and civil engineer retained by Landlord to perform Landlord's construction obligations shall be approved in writing in advance by Tenant, at Tenant's sole discretion; and
- 9.7.3.2. Condition Two: At least thirty (30) days prior to the commencement of construction by Landlord, Landlord shall notify Tenant's regional project construction manager and regional real estate director of all construction costs as bid to the Landlord, and furnish Tenant's regional project construction manager and regional real estate director with complete copies of at least three (3) bids (or such lesser number of bids as Tenant may deem acceptable at Tenant's sole discretion) submitted to Landlord in connection with all costs of construction. All such bids shall be submitted by Landlord to Tenant in electronic format (such as, e.g., e-mail or other method approved by Tenant) on Tenant's bid form, a copy of which bid form is attached as Exhibit "E"; and
- 9.7.3.3. Condition Three: Tenant's regional project construction manager and regional real estate director or their designees shall have the right to verify such construction costs and negotiate directly with the contractors to reduce the construction costs and/or change the scope of construction so as to arrive at construction costs acceptable to Tenant's regional project construction manager and regional real estate director; and
- 9.7.3.4. Condition Four: Tenant's regional project construction manager shall have approved in writing the costs of construction acceptable to Tenant's regional project construction manager and regional real estate director and furnished Landlord with a copy of such written approval of the construction costs, together with written notice to commence construction.
- 9.7.4. Immediately following (but not prior to) the receipt by Landlord of Tenant's written approval of the construction costs and written notice to commence construction, Landlord may commence construction. **Any increase in the Building Hard Costs incurred after the commencement of construction (e.g., unknown conditions, errors in architectural plans, or government-required conditions) shall not result in an increase in Rent unless the increased costs are incurred as a result of a written change order or orders by Tenant. Any written change order or orders by Tenant after Tenant's written approval of the Building Hard Costs will not give Tenant the right to terminate this Lease.** However, any written change order or orders by Tenant after Tenant's written approval of the Building Hard Costs which results in a decrease in the Actual Building Hard Costs (as defined below) will entitle Tenant to a decrease in Rent that is otherwise available pursuant to the formula set forth below. The parties also agree that the "Contingency" fund set forth in the Preliminary Site Budget shall not be applied to Building Hard Costs.
- 9.7.5. Within sixty (60) days after the Leased Premises are fully completed and available for occupancy by Tenant as described in this Lease, Landlord shall deliver to Tenant's regional project construction manager a binder containing true, accurate, complete and verified copies of all documents related to the Building Hard Costs, including, without limitation, all construction bids, contracts, change orders, invoices, lien waivers, notices, and permits, together with a reconciliation of the Building Hard Costs in the same format as the Preliminary Site Budget ("Documentation Binder"). In addition, as part of the Documentation Binder, Landlord shall provide the certificate of occupancy, an as-built survey, and the roof warranty as specifically described in this Lease. The purpose of the Documentation Binder is to determine and verify the final actual Building Hard Costs ("Actual Building Hard Costs") in order to adjust the Rent. In the event Landlord fails to deliver the Documentation Binder to Tenant within this 60-day period, Landlord shall be in default of the Lease. In the event the default is not cured as described below, the failure of Landlord to provide the Documentation Binder within this 60-day period shall result in the termination of any right to increase the Rent pursuant to this Section of the Lease, and Tenant shall be entitled to reduce the Rent in accordance with the construction bids, as they may be modified. Notwithstanding the

foregoing, in the event Landlord fails to deliver the Documentation Binder to Tenant within this 60-day period, Landlord shall have an additional thirty (30) days to cure such default upon a written notice of default from Tenant.

- 9.7.6. Tenant shall have the right, within sixty (60) days after delivery by Landlord to Tenant of the Documentation Binder, to review the costs set forth in the Documentation Binder and to submit Tenant's written response to such costs to Landlord. In the event Tenant fails to perform the review and so respond within this 60-day period, Landlord may, by written notice to Tenant, terminate Tenant's right to review such construction costs contained in the Documentation Binder, and such costs as submitted by Landlord shall be deemed final for the purposes of amending the Lease as described below, unless Tenant performs the review and submits its written response to Landlord within thirty (30) days after Tenant's receipt of the written notice from Landlord.
- 9.7.7. Landlord and Tenant agree to act in good faith to promptly resolve any concerns or disputes which arise as a result of Tenant's review and written response as described above and to reach an agreement as to the Actual Building Hard Costs.
- 9.7.8. Within thirty (30) days after the parties have reached an agreement as to the Actual Building Hard Costs, the parties shall recalculate the Rent based upon the Actual Building Hard Costs. Specifically, the annual Rent for the initial term and all option periods of the Lease shall be increased or decreased, as the case may be, by the difference between the Actual Building Hard Costs and the Estimated Building Hard Costs multiplied by ten and one half percent (10.5%). The parties shall thereafter promptly enter into a Lease amendment (to be effective as of the Rent Commencement Date) setting forth the revised annual and monthly Rent throughout the term of this Lease.
- 9.7.9. Notwithstanding the foregoing language, in no event shall Landlord be entitled to a Rent increase for the amount of the Actual Building Hard Costs in excess of Nine Hundred Forty-two Thousand Seven Hundred Thirty-seven and 25/100 Dollars (\$942,737.25) (i.e., five percent (5%) increase over Estimated Building Hard Costs), unless such excess costs are the result of a written change order or orders by Tenant. Rather, Landlord shall be responsible for all Actual Building Hard Costs which exceed the Estimated Building Hard Costs by more than five percent (5%), unless such excess costs are the result of a written change order or orders by Tenant.
- 9.7.10. Within thirty (30) days after execution of the Lease amendment described above, Tenant shall pay to Landlord, or Landlord shall pay to Tenant, as the case may be, the difference between the Rent paid pursuant to the Lease prior to the Lease amendment and the revised Rent set forth in the Lease amendment for the same period of time.
- 9.7.11. Within one hundred eighty (180) days after the Leased Premises are fully completed and available for occupancy by Tenant as described in this Lease, Landlord shall deliver to Tenant a second binder containing true, accurate, complete and verified copies of all documents related to all soft costs and other costs relating to the construction of the Leased Premises as set forth on the Preliminary Site Budget, other than the Building Hard Costs ("Remaining Construction Costs"). The documents in this binder shall include, without limitation, all bids, statements, contracts, change orders, invoices, lien waivers, notices, and permits, together with a reconciliation of the Remaining Construction Costs in the same format as the Preliminary Site Budget. The Remaining Construction Costs shall be submitted to Tenant for information purposes, only. Tenant shall have the right to audit such costs, should Tenant so choose, and Landlord agrees to cooperate with Tenant in conducting such audit.

10. Exterior Facilities

- 10.1. Prior to the Lease Commencement Date, Landlord shall construct the sidewalks, service drives, parking aisles, driveways, streets and parking area and provide adequate water drainage ("Exterior Facilities") as shown on Exhibit "A". The area provided for the parking of automobiles shall be sufficient to

accommodate not less than sixty-seven (67) full-sized automobiles with spaces striped on a minimum of nine foot (9') centers for each car. All sidewalks shall be concrete and all service drives, parking aisles, driveways, streets and parking areas shall be graded, leveled and paved with concrete or asphalt, clearly marked with painted lines. Landlord agrees it will not take any action which will result in the obstruction of sidewalks, driveways and roadways for automotive and pedestrian traffic to and from the Leased Premises and adjacent public streets and highways. All of the Exterior Facilities, and any signs owned or permitted by Landlord, shall be constructed in a good and workmanlike manner by Landlord and shall be maintained by Tenant, at its sole cost and expense. Landlord shall obtain all variances, if any, from governmental authorities required to allow the number and type of parking spaces described above.

- 10.2. Landlord shall provide concrete or paved driveways at the rear of the Leased Premises as shown on **Exhibit "A"** in order to provide convenient public access to the delivery or service entrances. Such driveways shall be constructed in accordance with the dimensions and requirements provided in the Plans and as shown on **Exhibit "A."**

11. Signs and Antennae

- 11.1. Landlord agrees that Tenant shall have the right at its own cost and expense to erect and maintain signs on the Leased Premises advertising its business and the services it provides. Any signs erected by Tenant shall conform to the requirements of local ordinances and shall be signs generally used by Tenant to advertise its business from time to time, including, but not limited to, its standard capsule sign.
- 11.2. Tenant shall be permitted, as soon as possible after the date of this Lease, to install sign foundations with conduits as shown in the Plans and at the locations shown on **Exhibit "A"** upon which Tenant may install its sign panels. Landlord shall extend electrical service to all pylon signs as soon as practical thereafter.
- 11.3. Landlord shall not, without Tenant's written consent, utilize or permit others to utilize the exterior of the Leased Premises, or the space above it, for sign display purposes.
- 11.4. So long as permitted by applicable laws, rules and regulations, Tenant may install satellite receiving/transmitting equipment or antennae on the roof of the Leased Premises provided such installation does not penetrate the roof or otherwise adversely affect the integrity of the roof structure. Tenant agrees to indemnify and hold Landlord harmless from and against any and all damages, claims and demands arising from the installation, removal or repair of such equipment, unless such claims or demands are due to the negligence of Landlord, its agents, employees or contractors.
- 11.5. If any variances from governmental sign codes or zoning ordinances are required in order for Tenant to install its signs as depicted on the Plans or at the locations shown on **Exhibit "A,"** Landlord shall use its best efforts to obtain such variances and will fully cooperate with Tenant in getting its signage approved.

12. Mechanic's Liens

- 12.1. When completed, Landlord will ensure that the Leased Premises are free and clear of all claims of lien by mechanics and materialmen for and on account of labor and materials furnished in and about the construction by Landlord. Thereafter, if any mechanic's or other liens, or order for the payment of money arising through the fault of either party, shall be filed against the Leased Premises or additions, alterations or extensions of the Leased Premises, such party shall cause the liens to be terminated and discharged of record, by bond or otherwise, and shall also defend and pay damages and reasonable attorney's fees actually incurred, if any, on behalf of the other, for any action, suit or proceeding which may be brought for the enforcement of such lien, liens or orders. Upon failure of the defaulting party to comply with the provisions of this Section, the other party may, after thirty (30) days notice to the defaulting party, do so on the defaulting party's behalf, and all reasonable sums expended by the other party shall on demand be paid to it by the party in default. In the event Landlord is the defaulting party, Tenant may offset against Rent due or to become due all such sums expended by Tenant as a result of Landlord's failure to comply with this Section.

13. Compliance with Law and Regulations

- 13.1. Except for a violation of, or non-compliance with any order, rule, regulation or requirement of any governmental body existing as of the Lease Commencement Date which shall be the responsibility of Landlord, Tenant agrees to comply with all orders, rules, regulations and requirements of any governmental body relating to the Leased Premises, or alterations made by the Tenant, and Tenant will pay all costs and expenses incidental to such compliance and will indemnify and save harmless Landlord from any such costs and expenses. In the event compliance with any governmental orders, rules, regulations or requirements is not the responsibility of Tenant as provided in this Section, Landlord shall comply with such orders, rules, regulations and requirements at its sole cost and expense and will indemnify and save Tenant harmless from such costs and expenses.

14. Environmental Compliance

- 14.1. For the purposes of this Lease, the term "Environmental Law" shall mean any federal, state, or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Leased Premises, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time ("CERCLA"), 42 U.S.C. Sections 9601, *et seq.*, and the Resource Conservation and Recovery Act of 1976, as amended from time to time ("RCRA"), 42 U.S.C. Sections 6901, *et seq.*
- 14.2. For the purposes of this Lease, the term "Hazardous Substance" shall mean, without limitation: (a) those substances included within the definition of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, *et seq.*, and in the regulations promulgated pursuant to said laws; (b) those substances defined as "hazardous wastes" in any applicable state statute and in the regulations promulgated pursuant to any such statute; (c) those substances listed in the United States Department of Transportation Table (49 CFR 172.101, as amended) or by the United States Environmental Protection Agency (or any successor agency) as hazardous substances; (d) such other substances, materials and wastes which are or become regulated under applicable local, state, or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (e) any material, waste or substance which is (i) petroleum (ii) asbestos (iii) polychlorinatedbiphenyls (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Air Act, 33 U.S.C. Section 1251, *et seq.*, or listed pursuant to Section 307 of the Clean Air Act, (v) flammable explosive, or (vi) radioactive materials.
- 14.3. Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Leased Premises, or transport to or from the Leased Premises, any Hazardous Substance, or allow any other person or entity to do so. Tenant shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of any Environmental Law. Notwithstanding the foregoing, Tenant may use and store in reasonable amounts and in accordance with applicable laws such cleaning products, automotive products and other products as are normally used, sold or stored in Tenant's drug stores from time to time, including, without limitation, chemicals and materials used in connection with photoprocessing.
- 14.4. Landlord and Tenant shall each give the other party prompt notice of any of the following of which the party in question has actual knowledge: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Leased Premises or the migration of such Hazardous Substance from or to other property; (b) all claims made or threatened by any third party against Tenant, Landlord or the Leased Premises relating to any loss or injury resulting from any Hazardous Substance; and (c) discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Leased Premises that could cause the Leased Premises or any part of the Leased Premises to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises under any Environmental Law or any regulation adopted in accordance with any Environmental Law.

- 14.5. Tenant shall protect, defend, indemnify and hold harmless Landlord, its directors, officers, partners, employees, agents, successors and assigns from and against any and all loss, penalties, fines, judgments, forfeitures, damage, cost, expense or liability (including attorney's fees and costs) arising out of Tenant's failure to comply with the terms of this Section.
- 14.6. Landlord represents and warrants to Tenant that, to Landlord's actual knowledge and the actual knowledge of Joe D. Bishop, as managing member of Landlord, other than any Hazardous Substance disclosed in that certain environmental report(s) titled Phase I Environmental Site Assessment prepared by Nova Engineering and Environmental, Inc. ("Nova") dated February 27, 2004, Nova Project Number 3004015 (the presence of any Hazardous Substance described in said report(s) is referred to as the "Condition"): (a) no Hazardous Substance is present, or was installed, exposed, released or discharged in or under the Leased Premises at any time during or prior to Landlord's ownership; (b) no prior owner or occupant of the Leased Premises has used any Hazardous Substance on the Leased Premises; and (c) the Leased Premises have been used and operated upon compliance with all applicable local, state and federal laws, ordinances, rules regulations and orders.
- 14.7. Landlord shall protect, indemnify, defend and hold harmless Tenant, its officers, employees, agents, successors, and assigns from and against any and all loss, penalties, fines, judgments, forfeitures, damage, cost, expense or liability (including attorney's fees and costs) arising from or caused in whole or in part, directly or indirectly (a) from the Condition; (b) from any remediation of the Condition performed by Landlord or a third party or any of its or their officers, employees, agents, successors and assigns, and (c) from Landlord's breach of its representations contained in this Subsection. This indemnification shall survive the expiration or earlier termination of this Lease.
- 14.8. Tenant acknowledges the Condition, if any. Tenant shall not have the right to terminate this Lease due to either the existence of the Condition or any effect the existence of the Condition has on Tenant's use and occupancy of the Leased Premises, and the effect of any reasonable remediation of the Condition. Tenant shall have no right to compel Landlord to remediate the Condition; provided, however, that Landlord shall comply with any governmental requirement to remediate the Condition.
- 14.9. In the event that Landlord sells the Leased Premises to a bona fide third-party purchaser which is not an affiliate or controlled or under common control with Landlord and/or Landlord's general partner or managing member, as the case may be, such subsequent landlord shall not be liable for a breach of the warranty contained in Subsection 14.6(a). In the event Landlord is required by any governmental agency to perform remedial activities on the Leased Premises as a result of the Condition, Tenant agrees to enter into an appropriate access and remediation agreement which is reasonably acceptable to Tenant.
- 14.10. Upon prior reasonable notice, Landlord shall have the right to inspect Tenant's operations on the Leased Premises to ascertain Tenant's compliance with the provisions of this Lease at any reasonable time. Tenant shall also provide periodic certifications to Landlord, upon request, that Tenant is in compliance with the environmental restrictions contained in this Section of the Lease. Landlord shall have the right, but not the obligation, to enter into the Leased Premises and perform any obligation of Tenant under this Lease of which Tenant is in default, including without limitation, any remediation necessary due to the environmental impact of Tenant's operations on the Leased Premises, without waiving or reducing Tenant's liability for Tenant's default of this Section of this Lease.
- 14.11. All of the terms and provisions of this Section of this Lease shall survive the expiration or termination of this Lease for any reason whatsoever.

15. Maintenance and Repairs

- 15.1. Tenant will keep the Leased Premises in good order and repair (excepting, however, all repairs made by Landlord during the One-Year Warranty period or made necessary by Landlord's negligence or default under the terms of this Lease). Following the One-Year Warranty period, Landlord agrees to assign to Tenant all warranties for any labor and materials used on or in the Leased Premises.

- 15.2. Tenant's obligations under this Section shall include, without limitation, maintaining in good operating condition (including making all necessary repairs and replacements to accomplish the same) the interior, exterior, roof and structural members of the building on the Leased Premises, all HVAC and other mechanical equipment and systems (including replacement of the compressor and other major components), parking lot and landscaping, sprinkler systems (including any testing of the same) and any water, plumbing, sanitary sewer, storm sewer, gas, cable, telephone or electrical lines or conduits in or on the Leased Premises, and making all repairs required due to fire, casualty, or the elements and any other repairs not specifically the responsibility of the Landlord as described in Section 15.1 above.
- 15.3. Tenant's obligation to maintain and repair the roof is conditioned upon Landlord providing Tenant, by the Lease Commencement Date, a full twenty (20) year (or longer) No Dollar Limit manufacturer's warranty, to be in Tenant's name. The warranty must be in conformance with industry standards, and shall cover at least the materials provided. Preferably, the warranty will also cover labor costs, and damages to the building and contents resulting from failure of the roof to prevent penetration of water.
- 15.4. If such conditions have not been satisfied within one hundred fifty (150) days of the signing of this Lease, either Landlord or Tenant may cancel this Lease upon thirty (30) days prior written notice to the other party; provided, however, Tenant's cancellation shall not be effective if Landlord satisfies all such conditions and commences construction within such 30-day period. Notwithstanding the foregoing, Landlord agrees to use its best efforts and to work diligently and in good faith to purchase the Leased Premises and to obtain all necessary governmental approvals and permits.
- 15.5. Subject to Tenant's reasonable security requirements, Landlord may at reasonable times and upon reasonable notice, inspect, alter or repair the Leased Premises when necessary for its safety or preservation.
- 15.6. In the event Tenant fails to fulfill its maintenance, repair or replacement obligations, Landlord shall have the right, but not the obligation, exercisable by thirty (30) days' written notice given by Landlord to Tenant, to perform such maintenance or make such repairs or replacements, in which event Tenant shall reimburse Landlord on demand for the reasonable cost incurred by Landlord in performing such maintenance, repairs, or replacement. Notwithstanding the thirty (30) day written notice provision in the immediately preceding sentence, (i) a shorter written notice period shall be permitted if, in the reasonable judgment of Landlord, circumstances warrant such shorter written notice period, and (ii) in the event of an emergency, no written notice shall be required, but Landlord shall make reasonable efforts to orally notify Tenant. By undertaking the performance of Tenant's repair obligations pursuant to this paragraph, Landlord assumes no responsibility for the performance of future repairs which are the obligation of Tenant.

16. Real Estate Taxes

- 16.1. Landlord shall promptly deliver to Tenant, upon receipt, all real estate tax bills (excluding impact fees and assessments imposed in connection with the sanitary sewer) (the "Tax Bills"), or Landlord can advise the taxing authority to deliver the Tax Bills to Tenant for the Leased Premises. Tenant shall pay such tax bills directly to the taxing authority, and provide a copy of the paid tax receipt to Landlord. Tenant shall have the right during the term of this Lease, at Tenant's expense, to appeal the amount of any real estate tax assessed against the Leased Premises. Landlord shall reasonably cooperate with Tenant in such appeal efforts.
- 16.2. Provided the real estate tax bills are delivered to Tenant by Landlord in a timely manner, Tenant agrees to pay all such taxes before delinquency and Landlord shall not be obligated to pay any penalty for delinquent payment. Any payment due pursuant to this Lease provision shall be prorated as of the termination or expiration date of this Lease.

17. Utilities

- 17.1. Tenant shall pay, directly to the respective provider with no surcharge paid to Landlord, for all sewerage and trash disposal services, water, gas, heat, electric current and other utilities consumed by it, in or upon the Leased Premises, at rates set by local public utility as approved by public authority having jurisdiction. Landlord warrants that all such utilities and services are available to the Leased Premises. Landlord agrees to furnish the Leased Premises with separate meters for measuring consumption of water and electricity.
- 17.2. Notwithstanding the foregoing, in the event that Tenant is able to purchase, acquire or otherwise obtain any or all utilities through direct access or otherwise, as a result of the deregulation of the utilities or as a result of the utility market providing open access and customer choice through pilot programs, legislation, or otherwise, Tenant shall have the option, at any time and from time to time during the term of this Lease, to purchase its utilities from any source and to elect the service provider, supplier, and such supplier's distributor and/or transmitter for any or all utilities servicing the Leased Premises. Tenant's election shall not abrogate Landlord's obligation to furnish, install and maintain or cause to be furnished, installed or maintained without expense to Tenant all gas, electric, water, telephone and sanitary and storm sewer lines and equipment required to provide the Leased Premises with such utilities and service as described above; provided, however, that in the event Tenant's election necessitates new or additional lines and/or equipment, Tenant shall provide the same at its sole cost and expense. Landlord grants Tenant an easement for purposes of installing and maintaining any such lines or equipment.

18. Liability Insurance and Indemnification

- 18.1. Tenant, in its name and at its own expense, shall procure and continue in force, commercial general liability insurance against damages occurring in the Leased Premises during the term or any extensions of this Lease. Such insurance shall be in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00) general aggregate limit for bodily injury and property damage. A certificate of such insurance shall be provided to Landlord within thirty (30) days after the Lease Commencement Date, and thereafter upon written request. Such policy shall be written in a solvent company or companies authorized to engage in the business of general liability insurance in the State in which the Leased Premises are located and shall state that it may not be canceled or modified prior to giving Landlord at least thirty (30) days prior written notice. The insurance policy required to be maintained in this Section 18.1 shall be procured from an insurance company rated at least A-VIII or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. ("A.M. Best Rating"). In the event that the Leased Premises are subleased or assigned to an entity which is not an affiliate, subsidiary, parent or successor to Eckerd Corporation, or a corporation into or with which Eckerd Corporation may be merged or consolidated, the insurance company or companies writing such insurance shall have an A.M. Best rating, or the equivalent, of A-IX or higher.
- 18.2. Should Tenant desire to carry all or part of the insurance coverage described in this Section through self-insurance and/or under a "blanket" policy or policies covering other properties of Tenant, its parent corporation, its subsidiaries, or controlling or affiliated corporations, or of any assignee of this Lease, such methods of insurance shall be deemed compliance with Tenant's obligations under this Section, as to both original coverage and renewals. Tenant's right to self-insure as provided herein is expressly conditioned upon Tenant or TDI Consolidated, Inc. ("TDI"), so long as Tenant is a subsidiary of TDI, maintaining a minimum net worth of One Hundred Million Dollars (\$100,000,000.00). Tenant represents and warrants that Tenant, Thrift Drug, Inc. and Genovese Drug Stores, Inc. are wholly-owned subsidiaries of TDI and that these three (3) corporations and their wholly-owned subsidiaries comprise one hundred percent (100%) of the assets of TDI. Landlord may periodically request, in writing, TDI's financial statements, which Tenant shall furnish.
- 18.3. Tenant covenants to keep in good order and repair the plate glass in the Leased Premises, and to replace all broken glass with the same quality as that broken; provided, however, should damage or breakage occur due to structural fault, or the fault or neglect of Landlord, then Landlord shall be responsible for replacing the damaged or broken glass.

- 18.4. Landlord agrees to defend, indemnify and save harmless Tenant from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, occurring within the Leased Premises as may result from any injury or damage caused by acts or omissions of Landlord.
- 18.5. Tenant agrees to defend, indemnify and save harmless Landlord from and against any and all claims and demands whether from injury to person, loss of life, or damage to property, occurring within the Leased Premises, excepting, however, such claims or demands as may result from any injury or damage caused by acts or omissions of Landlord.
- 18.6. The agreement to indemnify Landlord as set forth in Section 19.5 above is independent of any other obligation between Landlord and Tenant in this Lease and is not limited by any insurance which Tenant may actually have obtained. The indemnity obligation will survive the termination of this Lease, regardless of how this termination may be brought about. The obligation to defend Landlord means that Tenant will retain on behalf of Landlord competent legal counsel, reasonably satisfactory to Landlord, to represent the interests of Landlord in any litigation, arbitration, mediation or other proceedings and to pay all costs associated with the preparation or prosecution of any claim which is asserted against landlord and for which indemnity is provided under Section 19.5 of this Lease.

19. Casualty (Property) Insurance and Damage To Leased Premises

- 19.1. Tenant shall at all times during the term of this Lease and any Lease renewals maintain "all risk" insurance on the Leased Premises insuring against all risks of physical loss or damage to property in the amount of one hundred percent (100%) of the full replacement cost of the improvements located on the Leased Premises. A certificate of such insurance shall be provided to Landlord within thirty (30) days after the Lease Commencement Date and thereafter upon written request. Such policy shall name Landlord and Landlord's mortgagee as loss payees. Such policy shall state that it may not be canceled prior to giving Landlord and mortgagee, if any, at least ten (10) days prior written notice in the event of non-payment of premium, and thirty (30) days prior written notice in all other instances. The insurance policy required to be maintained in this Section 19.1 shall be procured from an insurance company with an A.M. Best rating of at least A-XIII.
- 19.2. Except as otherwise provided in this Section, in the event the Leased Premises shall be partially damaged or totally destroyed by fire or other disaster, Tenant shall promptly cause the Leased Premises to be restored, subject to such changes as Tenant may reasonably require and Landlord reasonably approves prior to commencement of reconstruction. Due allowance shall be made for (a) reasonable time necessary (not to exceed one hundred twenty (120) days) for Tenant to adjust the loss with insurance companies, and (b) delay occasioned by strikes, lockouts, and conditions beyond the reasonable control of Tenant, provided such delay does not exceed six (6) months without Landlord's consent.
- 19.3. Should Tenant desire to carry all or part of the insurance coverage described in this Section through self-insurance and/or under a "blanket" policy or policies covering other properties of Tenant, its parent corporation, its subsidiaries, or controlling or affiliated corporations, or of any assignee of this Lease, such methods of insurance shall be deemed compliance with Tenant's obligations under this Section, as to both original coverage and renewals. Tenant's right to self-insure as provided herein is expressly conditioned upon Tenant or TDI, so long as Tenant is a subsidiary of TDI, maintaining a minimum net worth of One Hundred Million Dollars (\$100,000,000.00).
- 19.4. Should the Leased Premises, or a portion of the Leased Premises, be rendered untenable by fire or other disaster, Rent shall not abate. Notwithstanding anything to the contrary contained in this Lease, if such damage occurs during the last two (2) years of the term of this Lease and the cost of restoration of the Leased Premises would be more than one-third (1/3) of the replacement value of the Leased Premises, as certified by a registered architect, Landlord and Tenant shall each have the right to terminate this Lease by written notice to the other given within thirty (30) days after such occurrence. If this Lease is so terminated, all insurance proceeds attributable to the Leased Premises shall be paid to Landlord (and Tenant shall pay to Landlord an amount equal to the insurance deductible) and Landlord

alone shall have the right to settle any claim with the insurance carrier. If Landlord elects to terminate this Lease, such termination shall not be effective if Tenant elects (within ten (10) days after receipt of Landlord's notice of termination) to renew this Lease by exercising any remaining options for extending the term of this Lease. If, at the date of the fire or other disaster, Tenant shall have paid any Rent in advance, Tenant shall be entitled to a proportionate refund. Notwithstanding the above, if Tenant has exercised its right to self insure, then a condition precedent to Tenant's right to cancel this Lease will be the payment to Landlord (or to Landlord's mortgagee, if applicable) of an amount equal to the insurance proceeds which would be due and payable as a result of the event had Tenant maintained insurance required hereby (not self-insured), and such insurance had no deductible.

- 19.5. Provided this Lease is not terminated as set forth in this Section, the term of this Lease shall be automatically extended for a period of time equal to the period of time the Leased Premises are totally untenable due to fire or other disaster.

20. Waiver of Subrogation

- 20.1. Tenant agrees not to assign to any insurance company any right or cause of action for damage to the property of Tenant located in the Leased Premises which Tenant now has or may subsequently acquire against Landlord during the term of this Lease, and expressly waives all rights of recovery for such damage.
- 20.2. Landlord agrees not to assign to any insurance company any right or cause of action for damages to the property of Landlord located in the Leased Premises which Landlord now has or may subsequently acquire against Tenant during the term of this Lease, and expressly waives all rights of recovery from such damage.
- 20.3. It is specifically understood this Section shall only apply (a) where such insurance as described in this Section allows the insured to enter into an agreement waiving recovery rights, and (b) to the extent insurance proceeds are recovered.

21. Tenant's Right To Make Changes to Leased Premises

- 21.1. Tenant, at its own expense during the term of this Lease, may make any alterations or additions to the Leased Premises which it may deem necessary, except changes which would impair the structural integrity of the Leased Premises (unless approved by Landlord). Tenant shall make all changes in accordance with applicable governmental regulations. All salvage from such work shall belong to Tenant. All permanent improvements shall belong to Landlord.
- 21.2. All trade fixtures and equipment and other personal property owned by Tenant and installed or placed by it in the Leased Premises may be removed by Tenant at any time during the term of the Lease. Provided Tenant gives Landlord prior reasonable notice, such removal may also take place within fifteen (15) days after the expiration term of the Lease. Tenant agrees to repair any damage to the Leased Premises occasioned by such removal.

22. Assignment and Subletting

- 22.1. Tenant shall have the right to assign this Lease or sublet the Leased Premises at any time without Landlord's consent or approval. Tenant shall give notice of any and all assignments and subleases to Landlord, together with a copy of the applicable instrument.

- 22.2. Unless agreed otherwise by the parties, the assignment of this Lease or subletting of the Leased Premises shall not relieve Tenant of its obligations under this Lease.

23. Eminent Domain

- 23.1. If the entire building on the Leased Premises shall be taken by reason of condemnation or under eminent domain proceedings, Landlord or Tenant may terminate this Lease as of the date when possession of the building is taken. If a portion of the building shall be taken under eminent domain or by reason of condemnation and if in the opinion of Tenant, reasonably exercised, the remainder of the building is no longer suitable for Tenant's business, this Lease, at Tenant's option, to be exercised by notice to Landlord within sixty (60) days of such taking, shall terminate. In such event, any unearned Rent paid or credited in advance shall be refunded to Tenant. If this Lease is not so terminated, Landlord shall, provided all of the required funds are made available to Landlord from the taking authority, proceed promptly and with due diligence, to restore the building. Until so restored, Rent shall abate to the extent that Tenant shall not be able to conduct business in a reasonable manner, and Rent for the remaining portion of the term of this Lease shall be proportionately reduced (based on the reduced square foot floor area of the building).
- 23.2. In the event any part of the parking areas of the Leased Premises shall be taken by reason of condemnation or under eminent domain proceedings, or if as a result of such taking any driveway or curb cut access to the Leased Premises will be closed, and if in the opinion of Tenant, reasonably exercised, the Leased Premises are no longer suitable for Tenant's business, this Lease, at Tenant's option by notice to Landlord within sixty (60) days of such taking, shall terminate. If this Lease is not so terminated, Landlord, provided all of the required funds are made available to Landlord from the taking authority, at Landlord's expense, shall proceed promptly and with due diligence to restore the remaining Leased Premises and parking areas to a proper and usable condition. However, Tenant shall not have the right to terminate this Lease if Landlord provides alternate parking areas which are reasonably acceptable to Tenant. Until restored, Rent shall abate to the extent that Tenant shall not be able to conduct business at the Leased Premises in a reasonable manner, and Rent for the remaining portion of the term of this Lease shall be proportionately reduced (based on the effect such taking has on Tenant's business at the Leased Premises).
- 23.3. For purposes of this Section, the term "condemnation or under eminent domain proceedings" shall include conveyances and grants made in anticipation of or in lieu of such proceedings.

24. Tenant's Default

- 24.1. Each of the following shall constitute a default by Tenant and a breach of this Lease:
- 24.1.1. Any of the following which shall result in final adjudication against Tenant:
- 24.1.1.1. The filing of a bankruptcy petition by or against Tenant for adjudication, reorganization or arrangement; or
- 24.1.1.2. Any proceedings for dissolution or liquidation of Tenant; or
- 24.1.1.3. Any assignment for the benefit of Tenant's creditors.
- 24.1.2. Failure to:
- 24.1.2.1. Pay Rent or any other amount due under this Lease for a period of fifteen (15) days after receipt of written notice; or
- 24.1.2.2. Perform any other covenant or condition of this Lease for a period of thirty (30) days after receipt of written notice.
- 24.2. In the event of any default of Tenant, in addition to any other remedies available to Landlord by law, Landlord may, but is not obligated to, serve written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than thirty (30) days after the date of receipt of such notice. This

Lease shall expire on the date so specified as if that date had been originally fixed as the expiration date of the term granted in this Lease unless steps have, in good faith, been commenced promptly by Tenant to cure the default, and are prosecuted to completion with diligence and continuity. If the matter in question shall involve building construction, and if Tenant shall be subject to unavoidable delay by conditions beyond the control of Tenant, Tenant's time to perform shall be extended for a period commensurate with such delay, provided such delay does not exceed six (6) months without Landlord's consent.

- 24.3. Upon termination of this Lease for Tenant's default, Landlord or its agents may immediately or at any time after the termination, re-enter and resume possession of the Leased Premises and remove all persons and property from the Leased Premises, either by summary dispossessory proceedings or by a suitable action or proceeding at law, without being liable for any damages, subject, however, to Tenant's right to remove trade fixtures and personal property, after notice to Landlord, within fifteen (15) days after termination of the Lease. No re-entry by Landlord shall be deemed an acceptance or a surrender of this Lease. Landlord may then, in its own behalf, relet any portion of the Leased Premises for any period of the remaining term for any reasonable sum to any reasonable tenant for any reasonable use or purpose. In connection with any reletting, Landlord may make any changes to the Leased Premises and may grant any concessions of free rent as may be reasonably appropriate or helpful in effecting such lease.

25. Rent Under Tenant's Default

- 25.1. Notwithstanding anything to the contrary in this Lease, the Landlord shall not be entitled to receive an acceleration of Rent. Additionally, in the event this Lease shall be terminated for Tenant's default, Landlord's sole remedy shall be to recover from Tenant an amount equal to the amount of Rent and other amounts reserved under this Lease for the remainder of the initial term or the option period then in effect, as the case may be, less the net rent, if any, collected by Landlord on reletting the Leased Premises, which shall be due and payable, by Tenant to Landlord, on the several days on which the Rent reserved in this Lease would have become due and payable. Net rent collected on reletting by Landlord shall be computed by deducting from the gross rents collected all actual and reasonable expenses incurred by Landlord in connection with the reletting of the Leased Premises, including broker's commission and the cost of repairing, renovating or remodeling the Leased Premises, but not including the cost of performing any covenant required to be performed by Landlord.

26. Landlord's Default

- 26.1. Each of the following shall constitute a default by Landlord and a breach of this Lease:
- 26.1.1. Landlord shall neglect to pay when due any taxes or any obligations on any mortgage or encumbrance affecting title to the Leased Premises (to which this Lease shall be subordinate); or
 - 26.1.2. Landlord shall fail to make any other payment which Landlord is obligated to pay under this Lease, and such default continues uncured for fifteen (15) days after written notice to Landlord; or
 - 26.1.3. In the event Landlord shall fail to perform any obligation specified in this Lease and such default continues uncured for thirty (30) days after notice to Landlord.
- 26.2. In the event of Landlord's default, in addition to any other remedies available to Tenant by law, Tenant may, but shall not be required to, cure such default, and do all necessary work and make all necessary payments on behalf of and at the expense of Landlord. In such event, Landlord shall, on demand, pay Tenant the reasonable amount so paid by Tenant in curing any such default. If not paid within thirty (30) days after written notice to Landlord, Tenant may withhold Rent and other payments due to Landlord and apply the Rent or other payments to the payment of the indebtedness. Withholding of Rent or other payments as provided in this Section or elsewhere in this Lease shall not constitute a default by Tenant in the payment of Rent or other payments unless Tenant shall fail to pay such amount withheld within thirty

(30) days after a final adjudication that such amount withheld is owing to Landlord. Notwithstanding anything to the contrary contained in this Lease, if any Landlord default as is described in this Section continues uncured for forty-five (45) days after initial written notice by Tenant, Tenant may terminate this Lease at any time, unless Landlord has taken steps in good faith to cure such default and proceeds diligently with continuity to completion.

27. Force Majeure

- 27.1. Anything in this Lease to the contrary notwithstanding, neither Landlord nor Tenant shall be in default of the performance of any provisions of this Lease to the extent such performance is delayed or prevented by strike, war, act of God, or other cause beyond the control of the party seeking to excuse such performance; provided, however, no such excusable delay shall exceed six (6) months.

28. Severability

- 28.1. If any term or provision of this Lease (or the application of any term or provision of this Lease to any person or circumstances) shall to any extent be invalid or unenforceable, the remainder of this Lease (or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable) shall not be affected and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

29. Obligation of Successors

- 29.1. All of the provisions of this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective heirs, legal representatives, successors and assigns. All covenants, conditions and agreements contained in this Lease shall be construed as covenants running with the land.

30. Notices

- 30.1. All notices and Rent shall be sent to Landlord as follows, until Tenant is notified by Landlord otherwise in writing:

To Landlord at: ECK-VILLA, LLC
c/o Derrick Interests, Inc.
3900 Essex Lane, Suite 550
Houston, Texas 77027-5111
Attention: Mr. Bruce W. Derrick

with a copy to: ECK-VILLA, LLC
c/o Bishop Development Company
5784 Lake Forrest Drive, Suite 290
Atlanta, Georgia 30328
Attention: Mr. Joe D. Bishop

- 30.2. All notices shall be sent to Tenant as follows, until Landlord is notified by Tenant otherwise in writing:

To Tenant at: Eckerd Corporation
Store No. 5749
8333 Bryan Dairy Road
Largo, Florida 33777
Attention: Vice President, Real Estate

with copies to: Eckerd Corporation and Eckerd Corporation
Store No. 5749 Store No. 5749
2440 Sandy Plains Road 8333 Bryan Dairy Road

Building 3, Suite 125
Marietta, Georgia 30066
Attn: Regional Real Estate Director

Largo, Florida 33777
Attn: Legal Department (CW3W)

- 30.3. Notices to each party shall be sent by certified mail, return receipt requested, or by bonded overnight courier, and shall be effective upon receipt or refusal to accept delivery. Notices delivered to the Leased Premises shall not constitute notice to Tenant under the terms of this Lease.

31. Miscellaneous

- 31.1. The captions in this Lease are for convenience only. They are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.
- 31.2. This Lease shall be construed in accordance with applicable law of the state in which the Leased Premises are located.
- 31.3. Anything in this Lease to the contrary notwithstanding, the amount of any charges payable by Tenant pursuant to this Lease for any Lease year shall abate proportionally with any abatement which may occur pursuant to this Lease in any Rent payable by Tenant.
- 31.4. Tenant agrees from time to time but no more often than *twice per Lease year*, upon (a) not less than thirty (30) days' prior written request by Landlord, and (b) payment by Landlord of a \$150.00 fee to cover legal and administrative costs incurred by Tenant in processing such request, to execute and deliver to Landlord in a reasonably timely manner Tenant's standard written Estoppel Certificate in the form attached as **Exhibit "F"**, stating (i) whether this Lease has been modified or amended and, if so, identifying any such modification or amendment; (ii) whether Rent and other charges have been paid more than thirty (30) days in advance of the date when due and, if so, the date to which they have been paid in advance; and (iii) whether to the best of Tenant's knowledge, any uncured default exists on the part of Landlord and, if so, specifying the nature of such default.
- 31.5. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition. Any delay or omission by either party to seek a remedy for any breach of this Lease or to exercise a right accruing to such party by reason of such breach shall not be deemed a waiver by such party of its remedies or rights with respect to such breach. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.
- 31.6. This Lease shall become null and void without further action of the parties if Tenant has not received a fully-executed copy of this Lease within thirty (30) days after the date set forth in the initial paragraph of this Lease.
- 31.7. The parties acknowledge that the parties and their counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease, or any part of it, or any exhibits or amendments or agreements supplementary to this Lease.

32. Short Form Lease

- 32.1. The parties agree, if either party shall so request, that a short form version of this Lease will be executed for the purpose of recording. Notwithstanding the foregoing, no short form lease shall be recorded prior to Landlord's obtaining title to the Leased Premises. Landlord shall pay for any and all real estate transfer fees assessed in connection with this Lease or assessed in connection with the recording of the short form version of this Lease.

33. Waiver

- 33.1. No failure of Landlord or Tenant to exercise any power given such party under this Lease, or to insist upon strict compliance by the other party with such other party's obligations under this Lease, and no custom or practice of the parties at variance with the terms of this Lease shall constitute a waiver of Landlord's or Tenant's right to demand strict compliance with the terms.

34. Transfer of Title

- 34.1. In the event that Landlord conveys its interest in the Leased Premises to any other person or entity, provided that such transferee assumes Landlord's obligations under this Lease, Landlord's obligations accruing after the date of such transfer shall cease; provided, however, that Tenant shall have no obligation to pay Rent or any other charges under this Lease to any such transferee until Tenant has been notified of such conveyance and has received satisfactory evidence of such conveyance together with a written direction from such transferee as to the name and address of the new payee of Rent and other charges. It is understood and agreed that Tenant's withholding of Rent and other charges until its receipt of such satisfactory evidence shall not be deemed a default under this Lease.

35. Landlord's Acquisition of Property

- 35.1. Tenant acknowledges that Landlord does not presently hold title to the land reflected on **Exhibit "A"** and described on **Exhibit "B"** to this Lease, but has such property under contract for purchase. In the event Landlord does not acquire said land on or before September 30, 2004, either party may, at its option, cancel this Lease by giving the other party thirty (30) days written notice of such party's intent to cancel, such cancellation to be effective at the end of such period unless Landlord has acquired the land prior to the end of such period.

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

"LANDLORD"

WITNESSES as to Landlord:

Printed Name: William M. Miller

Printed Name: John Perleman

ECK-VILLA, LLC, a Georgia
limited liability company

By: Joe D. Bishop
Managing Member

"TENANT"

WITNESSES as to Tenant:

Printed Name: Nancy J. Eldridge

Printed Name: Colleen M. Morris

ECKERD CORPORATION, a Delaware
corporation

By: Robert J. Malagon
Name: Robert J. Malagon
Vice President

EXHIBITS ATTACHED:

Exhibit "A"	Site Plan
Exhibit "B"	Legal Description
Exhibit "C"	Form of Easement Agreement
Exhibit "D"	Preliminary Site Budget
Exhibit "E"	Form of Tenant Bid Form
Exhibit "F"	Form of Tenant Estoppel Certificate

Exhibit F

PREPARED BY AND RETURN TO:
Robert Wallace, Esq.
Eckerd Corporation
8333 Bryan Dairy Road
Largo, Florida 33777

FORM OF

Store No. 5749

Illa Rica, Georgia

**ECKERD CORPORATION
SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT**

THIS AGREEMENT, made as of the ____ day of _____, 200_4, by and among _____, a _____, whose address is _____ (hereinafter called "Mortgagee"), ECK-VILLA, LLC, a Georgia limited liability company, whose address is c/o Bishop Development Company, 5784 Lake Forrest Drive, Suite 290, Atlanta, Georgia 30328 Attn: Joe D. Bishop (hereinafter called "Landlord") and ECKERD CORPORATION, a Delaware corporation, whose address is 8333 Bryan Dairy Road, Largo, Florida 33777, Vice President, Real Estate (hereinafter called "Tenant").

WITNESSETH:

WHEREAS, Mortgagee has made or is about to make a loan to Landlord secured by a mortgage or deed of trust (hereinafter called the "Mortgage") covering a parcel of land owned by Landlord and located at northwest corner of SR 61 and U.S. Hwy 78 and situated in Villa Rica, County of Carroll, State of Georgia (hereinafter called the "Mortgaged Property"); and

WHEREAS, by a certain lease heretofore entered into between Landlord and Tenant, or their predecessors in interest, dated as of _____, 200__, and amended as follows:

(hereinafter collectively called the "Lease"), Landlord leased to Tenant a portion of the Mortgaged Property (said portion being hereinafter called the "Leased Premises"); and

WHEREAS, a copy of the Lease has been delivered to Mortgagee, the receipt of which is hereby acknowledged; and

WHEREAS, Mortgagee is unwilling to make said loan to the Landlord unless the Lease is subordinate to the lien of the Mortgage; and

WHEREAS, the Lease provides that the Lease shall become subject and subordinate to the lien of a mortgage placed upon Landlord's interest in the Leased Premises if and when a non-disturbance agreement is entered into with respect to such mortgage; and

WHEREAS, the parties hereto desire to effect the subordination of the Lease to the lien of the Mortgage and to provide for the non-disturbance of Tenant by Mortgagee.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Mortgagee hereby consents to and approves the Lease.
2. Tenant covenants and agrees with Mortgagee that the Lease is hereby made and shall continue hereafter to be subject and subordinate to the lien of the Mortgage, (as same may be modified and extended) subject to the provisions of this Agreement.
3. Tenant certifies that the Lease is presently in full force and effect.
4. Mortgagee agrees that so long as the Lease shall be in full force and effect and Tenant is not in default thereunder beyond any applicable cure period:
 - (a) Except as required by applicable law governing foreclosures and/or sales pursuant to power of sale, Tenant shall not be named or joined as a party defendant or otherwise in any suit, action or proceeding for the foreclosure of the Mortgage or to enforce any rights under the Mortgage or the bond or note or other obligation secured thereby.
 - (b) The possession by Tenant of the Leased Premises and the Tenant's rights thereto shall not be disturbed, affected or impaired by, nor will the Lease or the term thereof be terminated or otherwise adversely affected by (i) any suit, action or proceeding upon the Mortgage or the bond or note or other

obligation secured thereby, or for the foreclosure of the Mortgage or the enforcement of any rights under the Mortgage or any other documents held by Mortgagee, or by any judicial sale or execution or other sale of the Mortgaged Property, or by any deed given to Mortgagee by any other documents or as a matter of law, or (ii) any default under the Mortgage or the bond or note or other obligation secured thereby.

5. Mortgagee hereby acknowledges and agrees that all fixtures and equipment whether owned by Tenant or any subtenant or leased by Tenant and installed in or on the Leased Premises, regardless of the manner or mode of attachment, shall be and remain the property of Tenant and may, subject to the provision of the Lease, be removed by Tenant at any time. In no event (including a default under the Lease or Mortgage) shall Mortgagee have any liens, rights or claims in Tenant's fixtures and equipment, whether or not all or any part thereof shall be deemed fixtures; and Mortgagee expressly waives all rights of levy, distraint, or execution with respect to said fixtures and equipment arising out of the Mortgage.
6. If Mortgagee shall become the owner of the Mortgaged Property by reason of foreclosure of the Mortgage or otherwise, or if the Mortgaged Property shall be sold as a result of any action or proceeding to foreclose the Mortgage or by a deed given in lieu of foreclosure, the Lease shall continue in full force and effect, without necessity for executing any new lease, as a direct lease between Tenant, as Tenant thereunder, and the then owner of the Mortgaged Property, as Landlord thereunder, upon all of the same terms, covenants and provisions contained in the Lease, and in such event:
 - (a) Tenant shall be bound to Mortgagee or to such new owner under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the option periods, if Tenant elects or has elected to exercise its options to extend the term) and Tenant hereby agrees to attorn to such new owner and to recognize such new owner as Landlord under the Lease; and
 - (b) If Tenant is not in default under the Lease beyond any applicable cure period, such new owner shall be bound to Tenant under all of the terms, covenants and provisions of the Lease for the remainder of the term thereof (including the option periods, if Tenant elects or has elected to exercise its options to extend the term) which terms, covenants and provisions such new owner hereby agrees to assume and perform, provided, however, that Mortgagee or any successor or assignee of Mortgagee shall not (i) be bound by any prepayment of rent or additional rent, unless received and receipted for by Mortgagee or its successor or

assignee; (ii) be personally liable under the Lease, and Mortgagee's or its successor's or assignee's liability under the Lease shall be limited to the interest of Mortgagee or its successor or assignee in the Premises; (iii) be liable for any act or omission of any prior landlord under the Lease, including, without limitation, the Landlord, except for any continuing act or omission of which Mortgagee had notice and failed to cure; (iv) be subject to any offsets or defenses which Tenant may have against any prior landlord under the Lease, including Landlord, except for any offsets or defenses related to any continuing act or omission of which Mortgagee had notice and failed to cure; (v) except as provided in Section 9 below, be bound by any amendment, modification or termination of the Lease (other than a termination of the Lease by Tenant pursuant to the express terms of the Lease) made without Mortgagee's prior written consent; and (vi) be liable to provide Tenant with any rights in or be bound by or be responsible for any restrictions on any property other than the Mortgaged Property during the remainder of the term of the Lease.

7. Tenant, Landlord, and Mortgagee acknowledge and agree that upon written instruction to Tenant from Landlord instructing Tenant to make all rent and other payments due and to become due to Landlord under the Lease directly to Mortgagee, Tenant agrees to follow such direction until further written notice from Mortgagee, and Landlord and Mortgagee hereby expressly agree that any such payment shall discharge any obligation of Tenant to Landlord under the Lease to the extent of such payment; provided, however, that the foregoing shall have no effect on Tenant's rights to any offsets to or deductions from any Rent (including Percentage Rent) under the Lease, nor any effect on Landlord's obligations under the Lease.
8. Tenant shall give Mortgagee written notice of any default by Landlord under the Lease. Mortgagee shall have the same period of time provided Landlord under the Lease within which to cure such default.
9. Landlord and Tenant may, from time to time, modify or amend the Lease without Mortgagee's consent, provided such modifications or amendments do not result in the reduction of the Rent payable thereunder or make Landlord's obligations thereunder more onerous; any such modifications having such result and made without Mortgagee's written consent shall be void and of no force or effect as between Mortgagee and Tenant.
10. Tenant shall not pay an installment of rent more than thirty (30) days prior to the due date.

11. Any notices or communications given under this Agreement shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, (a) if to Mortgagee, at the address of Mortgagee as hereinabove set forth or at such other address as Mortgagee may designate by notice, or (b) if to Tenant, attention of the Director of Real Estate of Tenant, at the address of Tenant as hereinabove set forth, or at such other address as Tenant may designate by notice.
12. This Agreement may be executed in one or more counterparts, or by the parties executing separate counterpart signature pages, including facsimiles transmitted by telecopier, all of which shall be deemed to be original counterparts of this Agreement.
13. This Agreement shall bind and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, personal representatives, successors and assigns.
14. This Agreement contains the entire agreement between the parties and cannot be changed, modified, waived or canceled except by an agreement in writing executed by the party against whom enforcement of such modification, change, waiver or cancellation is sought.
15. This Agreement and the covenants herein contained are intended to run with and bind all lands affected thereby.

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

WITNESS:

Mortgagee:

As To Mortgagee

_____ ,
a _____

Print Name: _____

By: _____

Name: _____

Its: _____

Print Name: _____

Landlord:

ECK-VILLA, LLC,

a Georgia limited liability company

As To Landlord

Print Name: _____

By: _____

Name: _____

Its: _____

Print Name: _____

Tenant:

ECKERD CORPORATION,

a Delaware corporation

As to Tenant

Print Name: _____

By: _____

Name: Robert J. Malagon

Vice President

Print Name: _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____ as _____ of _____, a _____ to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes therein expressed, as the act and deed of said corporation and in the capacity therein stated.

Witness my hand and official seal this ____ day of _____, 2003.

My Commission Expires:

Printed Name: _____
Notary Public, State of _____

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared Joe D. Bishop, as Managing Member of ECK-VILLA, LLC, a Georgia limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she/he executed the same for the purposes therein expressed, as the act and deed of said corporation and in the capacity therein stated.

Witness my hand and official seal this ____ day of _____, 2004

My Commission Expires:

Printed Name: _____
Notary Public, State of _____

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me, the undersigned authority, on this day personally appeared Robert J. Malagon, as Vice President of ECKERD CORPORATION, a Delaware corporation, personally known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed as the act and deed of said corporation and in the capacity therein stated.

Witness my hand and official seal this ____ day of _____, 2004.

My Commission Expires:

Print Name: _____
Notary Public, State of Florida

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of the date set forth on Schedule 1 attached hereto (this "Bill of Sale, Assignment and Assumption Agreement"), by and among Rite Aid Corporation, a Delaware corporation (the "Company"), the Company subsidiaries listed on Schedule 1 attached hereto (each an "Assignor" and collectively, the "Assignors") and Walgreen Co., an Illinois corporation ("Assignee"). This Bill of Sale, Assignment and Assumption Agreement shall be effective as of 12:00:01 AM local time, with respect to each of the Acquired Stores identified on Schedule 1 attached hereto, on the date set forth on Schedule 1 attached hereto, subject to the satisfaction or waiver (as permitted) of the conditions set forth in the Purchase Agreement at the Closing (as defined in the Purchase Agreement) for the Acquired Stores listed on Schedule 1 attached hereto (such time, the "Effective Time").

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in that certain Amended and Restated Asset Purchase Agreement (as it may be amended, amended and restated, modified or otherwise supplemented from time to time, the "Purchase Agreement"), dated as of September 18, 2017, by and among the Company, Walgreens Boots Alliance, Inc., a Delaware corporation (solely for the purposes specified therein) ("Parent"), and Assignee.

WHEREAS, pursuant to this Bill of Sale, Assignment and Assumption Agreement, the Assignors shall, and shall cause their Affiliates to, sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (except for Permitted Liens), and Assignee shall purchase and accept from the Assignors and their Affiliates, free and clear of all Liens (except for Permitted Liens), all right, title and interest of the Assignors and their Affiliates in, to and under the Purchased Assets relating to the Acquired Stores identified on Schedule 1 attached hereto, and Assignee shall assume, pay, discharge and perform as required under the Assumed Liabilities relating to the Acquired Stores identified on Schedule 1 attached hereto.

NOW, THEREFORE, in consideration of the premises and covenants hereinafter contained, in consideration of the representations, warranties and covenants contained in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto desire to enter into this Bill of Sale, Assignment and Assumption Agreement on the terms set forth herein.

KNOW ALL PERSONS BY THESE PRESENTS, that the Assignors do, and cause their Affiliates to, subject to the satisfaction or waiver (as permitted) of the conditions set forth in the Purchase Agreement at the Closing for the Acquired Stores listed on Schedule 1 attached hereto, hereby sell, transfer, assign, convey and deliver to Assignee, free and clear of all Liens (except for Permitted Liens), and Assignee does hereby purchase from the Assignors and their Affiliates, free and clear of all Liens (except for Permitted Liens), all right, title and interest of the Assignors and their Affiliates in, to and under the Purchased Assets relating to the Acquired Stores identified on Schedule 1 attached hereto, in each case as of the Effective Time,

TO HAVE AND TO HOLD the same, unto Assignee, its successors and assigns forever, absolutely and unconditionally.

Notwithstanding any other provision of this Bill of Sale, Assignment and Assumption Agreement to the contrary, this Bill of Sale, Assignment and Assumption Agreement shall not constitute an agreement to assign or transfer any Acquired Lease, Permit or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment or transfer thereof, without the consent of any applicable third party (including any Governmental Entity), would constitute a breach or other contravention thereof, a violation of Law or would in any way adversely affect the rights of Assignee or any of the Assignors (as applicable).

Assignee hereby assumes and agrees to pay, discharge and perform in accordance with their terms all of the Assumed Liabilities to be assumed as of the Closing Date.

The respective rights of the Assignors, on the one hand, and Assignee, on the other, with respect to the Purchased Assets sold, transferred, assigned, conveyed and delivered hereby and the Assumed Liabilities shall be governed exclusively by the Purchase Agreement, and nothing in this Bill of Sale, Assignment and Assumption Agreement shall alter any liability of the Assignors or Assignee arising under the Purchase Agreement, which shall (without limiting the generality of the foregoing) govern the representations, warranties, covenants, agreements and liabilities of the parties with respect to the Purchased Assets and the Assumed Liabilities. For the avoidance of doubt, Assignee hereby agrees and acknowledges that nothing in this Bill of Sale, Assignment and Assumption Agreement shall be deemed to constitute, any representation or warranty, express or implied, with respect to any Purchased Asset or Assumed Liability, and except as expressly set forth in the Purchase Agreement Assignee shall acquire the Purchased Assets and the Assumed Liabilities without any representation or warranty, express or implied, as to merchantability, satisfactory quality or fitness for any particular purpose, in "as is" condition and on a "where is" basis but free and clear of all Liens (except for Permitted Liens). If there is any conflict or inconsistency between the provisions of the Purchase Agreement and this Bill of Sale, Assignment and Assumption Agreement, the provisions of the Purchase Agreement shall govern.

This Bill of Sale, Assignment and Assumption Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by the parties hereto and their successors and permitted assigns. Nothing in this Bill of Sale, Assignment and Assumption Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period. No party may assign any of its rights or obligations under this Bill of Sale, Assignment and Assumption Agreement except (i) as may be permitted under Section 10.7 of the Purchase Agreement or (ii) with the prior written consent of the other parties.

This Bill of Sale, Assignment and Assumption Agreement, and any Proceeding in any way arising out of or relating to this Bill of Sale, Assignment and Assumption Agreement, the negotiation, execution or performance of this Bill of Sale, Assignment and Assumption Agreement, the transactions contemplated hereby or thereby or the legal relationship of the parties hereto (whether at law or in equity, and whether in contract or in tort or otherwise), shall be governed by, and construed in accordance with, the laws of the State of Delaware (without giving effect to choice of law principles thereof).

Each of the parties hereto irrevocably (a) consents to submit itself to the exclusive jurisdiction of the Delaware Court of Chancery and any state appellate court therefrom within the State of Delaware (unless the Delaware Court of Chancery shall decline to accept jurisdiction over a particular matter, in which case, in any Delaware state or federal court within the State of Delaware), in connection with any matter based upon or arising out of this Bill of Sale, Assignment and Assumption Agreement or any of the transactions contemplated by this Bill of Sale, Assignment and Assumption Agreement or the actions of the Assignors or Assignee in the negotiation, administration, performance and enforcement hereof and thereof, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (c) agrees that it will not bring any action relating to this Bill of Sale, Assignment and Assumption Agreement or any of the transactions contemplated by this Bill of Sale, Assignment and Assumption Agreement in any court other than the courts of the State of Delaware, as described above, and (d) consents to service being made through the notice procedures set forth in Section 10.4 of the Purchase Agreement (and the Assignors other than the Company consent to service being made at the address for the Company set forth in Section 10.4 of the Purchase Agreement). Each of the Assignors and Assignee hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 10.4 of the Purchase Agreement shall be effective service of process for any suit or proceeding in connection with this Bill of Sale, Assignment and Assumption Agreement or the transactions contemplated hereby (and the Assignors other than the Company agree that service of any process, summons, notice or document by U.S. registered mail to the address of the Company set forth in Section 10.4 of the Purchase Agreement shall be effective service of process with respect to each of the Assignors). Each party hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any Proceeding with respect to this Bill of Sale, Assignment and Assumption Agreement, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure to serve process in accordance with this paragraph, that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and to the fullest extent permitted by applicable Law, that the Proceeding in any such court is brought in an inconvenient forum, that the venue of such Proceeding is improper or that this Bill of Sale, Assignment and Assumption Agreement, or the subject matter hereof or thereof, may not be enforced in or by such courts and further irrevocably waives, to the fullest extent permitted by applicable Law, the benefit of any defense that would hinder, fetter or delay the levy, execution or collection of any amount to which the party is entitled pursuant to the final judgment of any court having jurisdiction. Each party hereto agrees that a final judgment in any such Proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Law, a certified copy of which shall be conclusive evidence of the fact and amount of such judgment.

No provision of this Bill of Sale, Assignment and Assumption Agreement may be amended, supplemented or modified except by a written instrument making specific reference hereto signed by all the parties to this Bill of Sale, Assignment and Assumption Agreement.

If any term or other provision of this Bill of Sale, Assignment and Assumption Agreement is found by a court of competent jurisdiction to be invalid, illegal or incapable of

being enforced by any rule of Law or public policy, all other conditions and provisions of this Bill of Sale, Assignment and Assumption Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Bill of Sale, Assignment and Assumption Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner to the end that the transactions contemplated hereby are completed as originally contemplated to the fullest extent possible.

This Bill of Sale, Assignment and Assumption Agreement may be executed in counterparts, and by the different parties to this Bill of Sale, Assignment and Assumption Agreement in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Bill of Sale, Assignment and Assumption Agreement by facsimile or .pdf shall be as effective as delivery of a manually executed counterpart of this Bill of Sale, Assignment and Assumption Agreement.

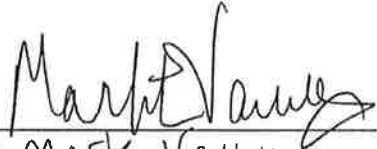
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IN WITNESS WHEREOF, Assignee and the Assignors have caused this Bill of Sale, Assignment and Assumption Agreement to be executed by their duly authorized representatives as of the date first above written.

ASSIGNEE:

WALGREEN CO.

ASD

By: 

Name:

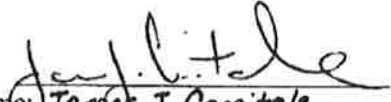
Mark Valhisi

Title:

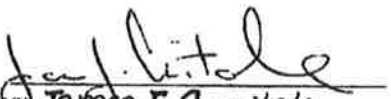
SVP, WBA MSA

ASSIGNORS:

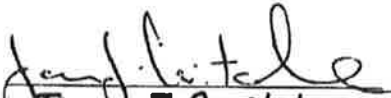
RITE AID CORPORATION

By: 
Name: James J. Comitale
Title: Senior Vice President, General Counsel & Secretary

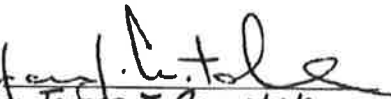
MAXI DRUG, INC.

By: 
Name: James J. Comitale
Title: Senior Vice President & Assistant Secretary

RITE AID OF CONNECTICUT, INC.

By: 
Name: James J. Comitale
Title: Senior Vice President & Assistant Secretary

RITE AID OF VIRGINIA, INC.

By: 
Name: James J. Comitale
Title: Senior Vice President & Assistant Secretary

ECKERD CORPORATION

By: 
Name: James J. Comitale
Title: Senior Vice President & Assistant Secretary

Schedule 1

Store #	Street Address	City	Zip Code	Issuing Authority	Closing Dates
1578	191 NORTH CHURCH STREET	Homerville	31634-2449	Homerville City	3/1/2017
1671	1103 WEST SCREVEN STREET	Quitman	31643-1815	Quitman City	3/1/2018
3242	8 SURREY PLZ	Hawkinsville	31036-4633	Hawkinsville City	3/14/2018
3473	120 CURRY STREET NE	Pelham	31779-1311	Pelham City	3/14/2018
4573	3537 HIGHWAY 84	Blackshear	31516-1859	Blackshear City	3/1/2018
11689	1085 PEACHTREE INDUSTRIAL BLVD	Suwanee	30024-1919	Suwanee City	3/1/2018
11746	3687 HIGHWAY 5	Douglasville	30135-2385	Douglas County	3/7/2018
11747	2710 HIGHWAY 92	Douglasville	30135-2942	Douglas County	3/7/2018
11748	2981 CHAPEL HILL ROAD	Douglasville	30135-1763	Douglasville City	3/7/2018
11756	62 INDUSTRIAL BLVD	Villa Rica	30180-1545	Villa Rica City	3/7/2018
11758	5329 OLD HWY 5	Holly Springs	30188-2431	Holly Springs City	3/7/2018
11805	556 NORTHSIDE DRIVE	Statesboro	30458-2191	Statesboro City	3/1/2018
11811	4470 NELSON BROGDON BLVD.	Sugar Hill	30518-3477	Sugar Hill City	3/1/2018
11815	566 EAST MAIN STREET	Dahlonega	30533-0530	Dahlonega City	3/7/2018
11816	204 DAWSON VILLAGE WAY SOUTH	Dawsonville	30534-6833	Dawson County	3/7/2018
11829	1320 CLEVELAND HIGHWAY	Dalton	30721-6831	Dalton City	3/7/2018
11831	2501 TOBACCO ROAD	Hephzibah	30815-7391	Augusta Richmond County	3/1/2018
11832	1505 WALTON WAY	Augusta	30904-3701	Augusta Richmond County	3/1/2018
11834	2803 WRIGHTSBORO ROAD-SUITE 17	Augusta	30909-3917	Augusta Richmond County	3/1/2018
11836	3650 WHEELER ROAD	Augusta	30909-6520	Augusta Richmond County	3/1/2018
11842	892 PIERCE AVENUE	Macon	31204-1531	Macon-Bibb County	3/14/2018
11862	3472 MACON ROAD	Columbus	31907-2528	Columbus Consolidated Government	3/14/2018

Schedule 1

Store #	Street Address	City	Zip Code	Issuing Authority	Closing Dates
11863	2801 DOUBLE CHURCHES RD.	Columbus	31909-2748	Columbus Consolidated Government	3/14/2018
1444	804 EAST WINTHROPE AVENUE	Millen	30442-1838	Millen City	3/1/2018
1499	402 S. DOWNING MUSGROVE	Glennville	30427-1772	Glennville City	3/1/2018
1631	74 NORTH SCOTT STREET	Camilla	31730-1247	Camilla City	3/14/2018
1642	100 SOUTH HIGHWAY 1-29	Hogansville	30230-1142	Hogansville City	3/14/2018
1753	859 FRANKLIN SPRINGS STREET	Royston	30662-3931	Royston City	3/1/2018
1892	211 WEST COLLEGE STREET	Colquitt	39837-3403	Colquitt City	3/14/2018
1906	13387 JONES STREET	Lavonia	30553-1164	Lavonia City	3/1/2018
3340	100 WEST 3RD STREET	Donalsonville	39845-1506	Donalsonville City	3/14/2018
4751	910 SOUTH WALL STREET	Calhoun	30701-2620	Calhoun City	3/7/2018
11676	142 SOUTH MAIN STREET	Alpharetta	30004-1912	Alpharetta City	3/7/2018
11679	4975 WINDWARD PARK WAY	Alpharetta	30004-8558	Alpharetta City	3/7/2018
11696	2323 CANTON HIGHWAY	Cumming	30040-4322	Forsyth County	3/7/2018
11697	2820 KEITH BRIDGE RD.	Cumming	30041-3935	Forsyth County	3/7/2018
11711	2200 ROSWELL ROAD	Marietta	30062-2983	Cobb County	3/7/2018
11712	3028 SHALLOWFORD RD	Marietta	30062-1252	Cobb County	3/7/2018
11716	4815 CANTON ROAD.	Marietta	30066-3251	Cobb County	3/7/2018
11725	2113 SOUTH COBB DRIVE	Marietta	30080-1347	Smyrna City	3/7/2018
11733	1775 MARS HILL ROAD	Acworth	30101-4516	Cobb County	3/7/2018
11737	2017 MARIETTA HIGHWAY	Canton	30114-4002	Canton City	3/7/2018
11739	954 JOE FRANK HARRIS PKWY	Cartersville	30120-2129	Cartersville City	3/7/2018
11745	4692 RIDGE ROAD	Douglasville	30134-6150	Paulding County	3/7/2018
11751	4283 WADE GREEN RD. N.W	Kennesaw	30144-1244	Cobb County	3/7/2018
11753	76 EAST PAULDING DRIVE	Dallas	30157-1401	Paulding County	3/7/2018
11761	800 GLYNN STREET NORTH	Fayetteville	30214-7360	Fayetteville City	3/14/2018
11762	975 HWY 54 WEST	Fayetteville	30214-4500	Fayetteville City	3/14/2018
11763	894 HIGHWAY 85 SOUTH	Fayetteville	30215-2001	Fayetteville City	3/14/2018

Schedule 1

Store #	Street Address	City	Zip Code	Issuing Authority	Closing Dates
11768	1638 HIGHWAY 138 S.E.	Jonesboro	30236-3800	Clayton County	3/14/2018
11771	2125 HIGHWAY 155 N	McDonough	30252-4809	Henry County	3/14/2018
11776	211 TEMPLE AVENUE	Newnan	30263-1328	Newnan City	3/14/2018
11781	6456 HIGHWAY 42	Rex	30273-1728	Clayton County	3/14/2018
11787	833 FOREST PARKWAY	Forest Park	30297-2210	Forest Park City	3/14/2018
11800	2498 CUMBERLAND PARKWAY SE	Atlanta	30339-4502	Cobb County	3/7/2018
11813	379 NORTH MAIN STREET	Cleveland	30528-1127	Cleveland City	3/7/2018
11817	192 1ST AVENUE	East Ellijay	30540-8101	East Ellijay City	3/7/2018
11818	5915 SPOUT SPRINGS RD	Flowery Branch	30542-3450	Flowery Branch City	3/1/2018
11828	1101 RED BUD ROAD.	Calhoun	30701-9278	Calhoun City	3/7/2018
11833	377 FURY'S FERRY ROAD	Martinez	30907-3047	Columbia County	3/1/2018
1428	305 WEST OGECHEE STREET	Sylvania	30467-1985	Sylvania City	3/1/2018
1449	730 SOUTH LEWIS STREET	Metter	30439-5127	Metter City	3/1/2018
1502	1038 WEST HIGHWAY 80	Pooler	31322-2114	Pooler City	3/1/2018
1555	4242 SECOND STREET N	Folkston	31537-9367	Folkston City	3/1/2018
1559	305 WEST MAIN STREET	Manchester	31816-1656	Manchester City	3/14/2018
1604	202 NORTH MAIN STREET	Greensboro	30642-1110	Greensboro City	3/1/2018
1629	301 SOUTH BROAD STREET	Thomasville	31792-5546	Thomasville City	3/14/2018
1673	715 WEST FOURTH STREET	Adel	31620-2657	Adel City	3/1/2018
1915	650 EAST WASHINGTON AVENUE	Ashburn	31714-5316	Ashburn City	3/14/2018
1974	701 RIVERSIDE AVENUE SUITE B	Waycross	31501-5335	Waycross City	3/1/2018
3245	1305 WASHINGTON ST POB 885	Jefferson	30549-0885	Jefferson City	3/1/2018
3254	611 WEST CLINTON STREET	Gray	31032-0746	Gray City	3/1/2018
3475	380 GENERAL DANIEL AVENUE N	Danielsville	30633-0359	Danielsville City	3/1/2018
4557	363 BLUE RIDGE STREET	Blairsville	30512-3574	Blairsville City	3/7/2018
4603	496 HIGHWAY 84 EAST	Cairo	39828-1647	Cairo City	3/14/2018

Schedule 1

Store #	Street Address	City	Zip Code	Issuing Authority	Closing Dates
11682	2240 SALEM ROAD SE	Conyers	30013-1843	Rockdale County	3/1/2018
11683	3531 A HIGHWAY 20 SE	Conyers	30013-2879	Rockdale County	3/1/2018
11684	3215 HIGHWAY 278 NW	Covington	30014-2202	Covington City	3/1/2018
11693	4855 FLAT SHOALS PARKWAY	Decatur	30034-5208	DeKalb County	3/1/2018
11694	3140 TURNER HILL ROAD.	Lithonia	30038-2530	DeKalb County	3/1/2018
11695	3295 HIGHWAY 124	Snellville	30039-6113	Gwinnett County	3/1/2018
11703	2979 FIVE FORKS TRICKUM ROAD	Lawrenceville	30044-5873	Gwinnett County	3/1/2018
11706	4101 FIVE FORKS TRICKUM ROAD	Lilburn	30047-3129	Gwinnett County	3/1/2018
11720	5505 BUFORD HIGHWAY NW	Norcross	30071-3901	Norcross City	3/1/2018
11726	4005 LAWRENCEVILLE HIGHWAY	Tucker	30084-4620	Tucker City	3/1/2018
11730	2325 PLEASANT HILL ROAD	Duluth	30096-1709	Gwinnett County	3/1/2018
11734	4890 CHEROKEE STREET	Acworth	30101-4902	Acworth City	3/7/2018
11738	125 SOUTH PARK STREET	Carrollton	30117-3241	Carrollton City	3/7/2018
11741	633 NORTH MAIN STREET	Cedartown	30125-2359	Cedartown City	3/7/2018
11743	4481 HIRAM-LITHIA SPRINGS ROAD	Powder Springs	30127-3024	Powder Springs City	3/7/2018
11754	2005 MAPLE STREET SW	Rome	30161-6763	Rome City	3/7/2018
11755	15 NORTH DIVISION STREET NW	Rome	30165-2327	Rome City	3/7/2018
11757	12075 HIGHWAY 92	Woodstock	30188-4499	Woodstock City	3/7/2018
11764	1475 NORTH EXPRESSWAY	Griffin	30223-1776	Griffin City	3/14/2018
11766	405 SOUTH HILL STREET	Griffin	30224-4225	Griffin City	3/14/2018
11769	900-K HOGANSVILLE ROAD	La Grange	30241-1441	LaGrange City	3/14/2018
11773	961 HWY 20/81 WEST	McDonough	30253-6517	McDonough City	3/14/2018
11777	3055 EAST HIGHWAY 34	Newnan	30265-2179	Coweta County	3/14/2018
11778	2228 HIGHWAY 54 EAST	Peachtree City	30269-1524	Peachtree City City	3/14/2018
11779	101 CITY CIRCLE	Peachtree City	30269-3118	Peachtree City City	3/14/2018

Schedule 1

Store #	Street Address	City	Zip Code	Issuing Authority	Closing Dates
11784	440 COUNTRY CLUB DRIVE	Stockbridge	30281-7341	Stockbridge City	3/14/2018
11785	708 NORTH CHURCH STREET	Thomaston	30286-3613	Thomaston City	3/14/2018
11786	525 VALLEYWOOD DRIVE	Tyrone	30290-2449	Tyrone City	3/14/2018
11789	1799 BRIARCLIFF ROAD	Atlanta	30306-2142	DeKalb County	3/1/2018
11796	1100 HAMMOND DRIVE	Sandy Springs	30328-8198	Sandy Springs City	3/7/2018
11802	3549 CHAMBLEE-TUCKER ROAD	Chamblee	30341-4409	DeKalb County	3/1/2018
11806	1108 EAST FIRST STREET	Vidalia	30474-4206	Vidalia City	3/1/2018
11807	599 SOUTH ENOTA DRIVE	Gainesville	30501-2545	Gainesville City	3/7/2018
305	3640 MUNDY MILL ROAD	Oakwood	30504-8218	Oakwood City	3/1/2018
11809	2925 BROWNS BRIDGE ROAD	Gainesville	30504-5505	Gainesville City	3/7/2018
11810	3320 THOMPSON BRIDGE ROAD	Gainesville	30506-1514	Gainesville City	3/7/2018
11812	3330 HAMILTON MILL ROAD.	Buford	30519-4005	Gwinnett County	3/1/2018
11814	189 QUALITY FOOD SHOPPING CTR	Cornelia	30531-5788	Cornelia City	3/7/2018
11819	1156 BIG A ROAD	Toccoa	30577-6011	Toccoa City	3/7/2018
11823	2435 JEFFERSON ROAD	Athens	30607-1202	Athens-Clarke County	3/1/2018
11824	1770 EATONTON HIGHWAY	Madison	30650-4638	Madison City	3/1/2018
11825	703 WEST SPRING STREET	Monroe	30655-1789	Monroe City	3/1/2018
11827	39 EAST MAY STREET, SUITE I	Winder	30680-1921	Winder City	3/1/2018
11837	2000 VETERANS BLVD.	Dublin	31021-3030	Dublin City	3/1/2018
11839	2400 N. COLUMBIA STREET # 13	Milledgeville	31061-2069	Milledgeville City	3/1/2018
11841	1331 GREEN STREET	Warner Robins	31093-2749	Warner Robins City	3/14/2018
11846	4600 HABERSHAM STREET	Savannah	31405-4213	Savannah City	3/1/2018
11848	10402 ABERCORN STREET	Savannah	31419-1138	Savannah City	3/1/2018
11849	1803 KNIGHT AVENUE	Waycross	31501-8018	Waycross City	3/1/2018
11850	3487 CYPRESS MILL ROAD	Brunswick	31520-2857	Brunswick City	3/1/2018
11853	3200 NORTH OAK ST. EXTENSION	Valdosta	31605-6473	Valdosta City	3/1/2018

Schedule 1

Store #	Street Address	City	Zip Code	Issuing Authority	Closing Dates
11854	300 SOUTH SLAPPEY BLVD.	Albany	31701-2606	Albany City	3/14/2018
11855	2425 NORTH SLAPPEY BLVD.	Albany	31701-1009	Albany City	3/14/2018
11856	2400 SYLVESTER ROAD	Albany	31705-2469	Albany City	3/14/2018
11857	2400 DAWSON ROAD	Albany	31707-2314	Albany City	3/14/2018
11858	1442 EAST LAMAR STREET	Americus	31709-3845	Americus City	3/14/2018
117780	1232 SOUTH HWY 74	Peachtree City	30269-3072	Peachtree City City	3/14/2018
1826	128 LOVVORN AVENUE	Bowdon	30108-1000	Bowdon City	3/7/2018
3767	701 SOUTH PIERCE STREET	Alma	31510-3217	Alma City	3/1/2018
4553	2 WEST MAIN STREET	Claxton	30417-1752	Claxton City	3/1/2018
11677	12155 HOUEZ ROAD	Alpharetta	30004-6647	Roswell City	3/7/2018
11680	11855 JONES BRIDGE ROAD	Johns Creek	30005-5042	Johns Creek City	3/7/2018
11686	2580 WINDER HIGHWAY	Dacula	30019-1328	Dacula City	3/1/2018
11687	3719 OLD ALABAMA ROAD	Johns Creek	30022-8675	Johns Creek City	3/7/2018
11690	4110 MEMORIAL DRIVE	Decatur	30032-1803	Avondale Estates City	3/1/2018
11709	780 CHURCH STREET	Marietta	30060-7269	Marietta City	3/7/2018
11713	731 WHITLOCK AVENUE SW	Marietta	30064-3033	Marietta City	3/7/2018
11731	10820 ABBOTTS BRIDGE ROAD	Johns Creek	30097-5793	Johns Creek City	3/7/2018
11749	4442 JIMMY LEE SMITH PK WY.	Hiram	30141-2724	Hiram City	3/7/2018
11782	6690 HIGHWAY 85 SOUTH	Riverdale	30274-2376	Riverdale City	3/14/2018
11798	5556 CHAMBLEE-DUNWOODY ROAD	Dunwoody	30338-4111	Dunwoody City	3/7/2018
11799	4621 NORTH SHALLOWFORD ROAD	Dunwoody	30338-6303	Dunwoody City	3/7/2018
11801	3964 PEACHTREE ROAD NORTHEAST	Atlanta	30319-3304	Brookhaven City	3/7/2018
11838	2900 WATSON BLVD.	Centerville	31028-1171	Centerville City	3/14/2018
11859	162 OCILLA HIGHWAY, SUITE C	Fitzgerald	31750-3744	Fitzgerald City	3/1/2018



CITY OF VILLA RICA

City Council Packet

SUBJECT: Wine, Malt Beverages, and Distilled Spirits Pouring License for Barnwell Foods, LLC dba Jefferson's of Villa Rica

CITY COUNCIL AGENDA DATE: February 6, 2018

DATE: January 23, 2018

PREPARED BY: Katie Godfrey

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to pour wine, malt beverages, and distilled spirits at Barnwell Foods, LLC dba Jefferson's of Villa Rica, 750 W. Bankhead Hwy., Villa Rica, Georgia.

BACKGROUND: The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: It is my recommendation that we approve the alcoholic beverage application for Barnwell Foods, LLC dba Jefferson's of Villa Rica located at 750 W. Bankhead Hwy.



Planning & Zoning

Community Development Department

ABL-03-18

Public Hearing Date

City Council: February 6, 2018

Request: Alcoholic Beverage License

Project Description: Wine, Malt Beverage and Distilled Spirits Pouring License

Applicant: Barnwell Foods, LLC dba Jefferson's of Villa Rica
Licensee: Gloria Denise Sanford
195 Woodland Circle
Piedmont, AL 36272

Location: 750 W. Bankhead Highway, Land Lot 157, 6th District; Carroll County; Ward 5

Parcel Number(s): V07-011-0008

Current Zoning: GC (General Commercial)

Current Land Use: Restaurant

Location and Zoning Requirements:

The Alcohol Beverage Ordinance regulates location and zoning statues of the property proposed for serving alcohol as follows:

Sec. 3-46. Zoning Restriction

No retail license shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the mayor and council, located under the planning and zoning ordinance of the city in a non-residential zoning district subject to the specific limitation of the respective districts.

The subject property is zoned GC (General Commercial).

Sec. 3-47. Proximity Restrictions:

No premises shall be licensed under this chapter whose location is within the following distances:

- (1) For the sale of any wine or malt beverage, within 300 feet of any church building, school building, school grounds, or college campus.*

Compliance: Yes

- (2) For the sale of any distilled spirits, within 300 feet of any church building and within 600 feet of any school building, educational building, school grounds, or college campus.*

Compliance: Yes

(3) For the sale of any distilled spirits, wine, malt beverage, within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.

Compliance: Yes

(4) For the sale of any alcoholic beverage for consumption on the premises, within 300 feet of any housing authority property.

Compliance: Yes

(5) No consumption-on-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.

Compliance: Yes

Sec. 3-20(g) Investigation; Hearing:

In accordance to the City of Villa Rica Alcohol Beverage Ordinance, the Villa Rica Police Department (VRPD) investigated the applicant's background. As a result of the investigation, the VRPD revealed no conviction or records against the applicant's good moral character and fitness for a license.

Staff Comments:

The applicant has complied with the Ordinance with regard to the legal notification requirements, and has had a background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

Recommendation:

Planning Staff recommends **Approval** of the request by Barnwell Foods, LLC dba Jefferson's of Villa Rica, Gloria Denise Sanford, for Wine, Malt Beverages and Distilled Spirits Pouring License at 750 W. Bankhead Highway.

Public Response:

The applicant has posted a sign on the premise as well as a notice in the Times-Georgian, notifying the public of the application to obtain an alcoholic beverage license at the location.

Bobby Elliott
Director of Community Development

Attachments:

1. Application
2. Public Notice Sworn Statement
3. Affidavit of Publication
4. Commercial Lease Agreement
5. Articles of Organization
6. Certificate of Authority to Transact Business from Georgia Secretary of State
7. GBI Background Investigation



CITY OF VILLA RICA
ALCOHOL LICENSE APPLICATION

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Office of the City Manager, Villa Rica City Hall, 571 W. Bankhead Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and a check for the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be the named licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100	Pouring Restaurant - All	\$100	Pouring Supper Club	\$500
Package Wine	\$100	Pouring Beer & Wine	\$100	Supper Club Wine & Beer	\$500
Wine Tasting	\$100	Wholesale Dealer	\$500	Alcohol Catering	\$100
Growler	\$100	Wine & Craft Beer Boutique	\$100	Special Event	\$100

TYPE OF LICENSE/Annual License Fee (Check One Only)

- ☐ Retail Package Malt Beverages & Wine - \$300
- ☒ Retail Package Malt Beverage - \$200
- ☐ Pouring License Restaurant - \$3,500
- ☐ Pouring License Supper Club - \$5,000
- ☐ Pouring License Private Club - \$3,500
- ☐ Growler License (in conjunction with Retail Package Malt Beverage License) - \$200
- ☐ Retail Package Wine - \$100
- ☐ Limited Pouring License Restaurant - \$500
- ☐ Limited Pouring License Supper Club - \$3,000
- ☐ Limited Pouring License Private Club - \$500
- ☐ Alcohol Catering (in conjunction with Limited Pouring License - Restaurant) - \$500
- ☐ Wine Tasting (in conjunction with Retail Package Wine License) - \$100
- ☐ Wine & Craft Beer Boutique - \$500

TYPE OF OUTLET

- ☐ Retail Package Sales
- ☒ Restaurant
- ☐ Special Event
- ☐ Supper Club
- ☐ Private Club
- ☐ Wine & Craft Beer Boutique

PART I

I. Type of Ownership

- ☐ Individual ☐ Partnership ☒ Corporation

(A) If individual, give full name and address of owner:

Full Name

Address

(B) If corporation/partnership, give corporate/partnership name: Barnwell Foods L.L.C.

Federal Tax ID:

Name, percent interest and legal address of principle stockholders and corporate officers or partners:

Gloria Denise Sanford 195 Woodland Circle Piedmont, AL 100%
Full Name Address Zip 36272 % Interest

Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Describe the principle business of the corporation/partnership:

Full name, legal residence, and social security number of the named licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a named licensee:

Gloria Denise Sanford same as above [REDACTED]
Full Name Address

2. Is the above address your legal and bona-fide place of domicile? ☒ Yes ☐ No

3. Trade name of business for which application is made: Jefferson's of Villa Rica

4. Address of business for which application is made: 750 West Bankhead Hwy 30180

Phone Number: 678-685-6565 256-239-4580
Business Home

Mailing Address: 195 Woodland Circle Piedmont, AL 36272

If additional space is required, please attach to this application, noting which section it refers to.

* PART II *

1. Will the proposed outlet have live entertainment? ☐ Yes ☒ No
(If yes, describe how often and what type in detail)

2. Have you received a copy of the City of Villa Rica Alcoholic Beverage Ordinance? ☒ Yes ☐ No
No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No

4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s).

- (a) A copy of the deed to the premises to be licensed, if owned by applicant. ☐
(b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☒
(c) In the case of a partnership, a copy of the partnership agreement. ☐
(d) In the case of a corporation, a copy of the articles of incorporation. ☒
(e) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica. ☐

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

☒ Yes ☐ No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premises to be licensed? ☒ Yes ☐ No

7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☒ Yes ☐ No

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state, or federal permits, etc. required for a food service establishment?

☐ Yes ☒ No

No pouring license application will receive final approval until the necessary permits are secured.

9. Do you comply with the requirements of Regulation 560-2-2-.38 below? ☒ Yes ☐ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own, or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.
10. Has the named licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No
11. Has the named licensee, any partner(s), the corporation, or any corporate officer been:
- (a) Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?
☐ Yes ☒ No
- (b) Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No
- (c) Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No
- (d) Been convicted of selling alcohol to a minor within the past three (3) years? ☐ Yes ☒ No
- If the answer to any portion of question 11 is yes, describe in detail and give dates of occurrences:
- _____
- _____
- _____

12. Has any alcoholic beverage business in which the named licensee, partner(s), the corporation, or corporate officers holds or has held any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of the State Revenue Commissioner or any local ordinance/legislation relating to the sale or distribution of alcoholic beverage? ☐ Yes ☒ No

If yes, describe in detail and give dates:

13. On behalf of the named licensee, provide three (3) personal references (not relatives, former employers, fellow employees or school teachers) who are responsible, reputable adults, business or professional men or women, who have known the named licensee during the past five (5) years.

Include name, residence, business address, and number of years known.

George Tanner Tanner Services 770-324-6563

Gary Abbott vending
Oxford, Al 256-310-4310
Chervie Bright 256-343-3608 Piedmont, Al

14. Is the named licensee a citizen of the U.S.? ☒ Yes ☐ No

Centre, Al
Place of Birth

3-12-73
Date of Birth

* PART III *

VERIFICATION

State of Georgia, Carroll County

I, Gloria Denise Sanford, licensee, do solemnly swear subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application are true, and no false or fraudulent statement or answer is made herein to procure the granting of such license.

Gloria Denise Sanford
Applicants Signature (FULL NAME IN INK)

I hereby certify that Gloria Denise Sanford signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein, and, under oath actually administered by me, has sworn that said statements and answers are true.

This 28th day of December 2017

Nyree Simpson
Notary Public

My Commission Expires: December 3, 2021

(Seal)





SAMPLE PUBLIC NOTICE AND ADVERTISEMENT

The following language for both the public notice (sign) and public advertisement will meet the requirements of this Section.

Barnwell Foods LLC has filed an application
Individual, Corporation or Partnership applying for license. If Corporation or Partnership, also list license.
to sell alcoholic beverages on the premises 750 W Bankhead Hwy Villa Rica
as a Restaurant
Type of Outlet/Type of license

A public hearing on the application will be held on February 6, 2018
Day and Date
at 6:00 a.m./p.m. at the Holt-Bishop Justice Center, Municipal Court
Room, 101 Main Street, Villa Rica, Georgia. For additional information on this
application, contact the Community Development Department at 678-785-1022.

Prior to the date of the hearing, you must furnish to the Community Development
Department, a copy of the advertisement and a sworn statement as to the size of,
location of, and information on the public notice (sign). An acceptable example of a
sworn statement is attached.

OR
678-840-1224

CITY OF VILLA RICA

**Application for Original Alcoholic Beverage License
Public Notice (Sign) Sworn Statement**

I (we) Barnwell Foods LLC
Individual, corporation or partnership applying for license. If corporation or partnership, also list named licensee.

Applicant(s) for an Alcoholic Beverage License in the City of Villa Rica, do solemnly swear, subject to criminal penalties for false swearing that I (we) have posted a notice (sign) at:

750 Bankhead Hwy Villa Rica, Ga
Street Address

Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

Gloria Denise Sanford
Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Gloria Denise Sanford signed his or her
Applicant

name to the foregoing statement after stating to me that he/she knew and understood all statements made therein, and, under oath actually administered by me, has sworn that said statement is true.

This 28th day of December 2017.

Nyree Simpson
Notary Public



AFFP

1-86083 Barnwell Foods LLC has

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

1-86083

Barnwell Foods LLC has filed an application to sell alcoholic beverages on the premises 750 W Bankhead Highway Villa Rica Georgia as a restaurant Doing business as Jefferson's of Villa Rica.

Marvin Enderle, being duly sworn, says:

A public hearing on the application will be held on February 6, 2018 at 6:00 PM at the Holt- Bishop Justice Center Municipal Court Room 101 Main Street Villa Rica Georgia. For additional information on this application contact the Community Development Department at 678-785-1022 or 678-840-1224

That he is the publisher of the Times-Georgian, a daily newspaper of general circulation, printed and published in Carrollton, Carroll County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

January 12, 2018

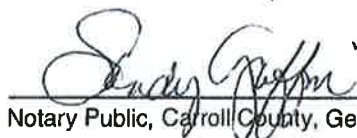
Publisher's Fee: \$ 20.00

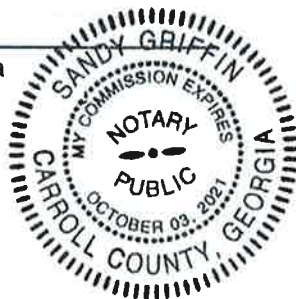
That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 12th day of January 2018.



Notary Public, Carroll County, Georgia

40085734 40286083

WILLIE BARNWELL
754 CARTERSVILLE HWY
ROCKMART, GA 30153

COMMERCIAL LEASE

THIS AGREEMENT OF LEASE, made and entered into on this _____ day of _____, 201_, by and between South Street Station, LLC, having an address of P.O. Box 837, Villa Rica, GA 30180 (hereinafter referred to as "Landlord") and Barnwell Foods, LLC, sole member Gloria Sanford, having an address of 195 Woodland Circle, Piedmont, AL 36272, (hereinafter referred to as "Tenant").

WITNESSETH:

In consideration of the foregoing and of the representations, warranties, covenants and conditions set forth herein, and intending to be legally bound hereby, Landlord and Tenant understand and agree as follows:

ARTICLE I Leased Premises

1. Landlord hereby leases and demises to Tenant, and Tenant hereby takes and hires from Landlord, upon the terms and conditions set forth herein, that certain property being a portion of that parcel of land identified in the Carroll County, GA Tax Recorder's office as Tax Parcel # V07 0110008 along with a portion of the existing structure located at 750 W. Bankhead Highway, Villa Rica, GA 30180, the "Leased Premises". The Leased Premises includes building space of approximately 3,010 SF, an outdoor patio and parking lot.

ARTICLE II Lease Term

2.1 The term of the Lease shall be for two (2) years commencing on the 1st day of January, 2018("Commencement Date") and ending on December 31st, 2019 ("Ending Date").

2.2 Notwithstanding the foregoing, this Lease shall be contingent upon Landlord terminating any Leases in effect prior to the Commencement Date. If commencement of this Lease shall be on a day other than the 1st of the month, the rent shall be prorated on a per diem basis.

2.3 Provided Tenant is not in default of this Lease, Tenant shall have the option to extend the lease for four (4) additional periods, each five (5) years in length. The rental rate shall increase by three percent (3%) annually. Notice of election to renew shall be provided to Landlord at least Ninety (90) days prior to the expiration of the current term.

ARTICLE III Lease Rental Payments, Charges and Taxes; Security Deposit

Landlord Initials



Tenant Initials



3.1 Tenant shall pay to Landlord during the term of this Lease as rental for the Leased Premises monthly rent, which rent shall be paid in advance without demand or deductions of any nature as follows:

A The sum of THREE THOUSAND DOLLARS (\$3,000.00) due within five (5) days of lease signing representing the Security Deposit of \$1,500.00 and the first month's rent for the month of January 2018; provided, however, in the event this Lease commences after January 1, 2018, the rent for January shall be prorated on a per diem basis and any excess of the January rent previously paid to Landlord shall be credited to Tenant's next month's rental.

B. The sum of \$1,500.00 on February 1, 2018; and on the first day of each month thereafter until December 31st, 2018.

C. The sum of \$1,545.00 on January 1, 2019; and on the first day of each month thereafter until December 31st, 2019.

Rent not received by the 5th business day of the month in which it is due shall incur a late fee of FIFTY FIVE DOLLARS (\$55.00). Rent not received by the 10th of the month in which it is due shall incur an additional later fee of TWENTY FIVE DOLLARS (\$25.00) per day until received by the Landlord.

3.2 Pursuant to Section 3.1 above, Tenant shall pay to the Landlord upon the execution of this Lease the sum of ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) as a deposit to the Landlord to stand as security for the payment by the Tenant of any and all present and future debts and liabilities of the Tenant to the Landlord and for the performance by the Tenant of all its obligations arising under or in connection with its Lease collectively hereinafter the "Obligations". In the event the Landlord disposes of its interest in this Lease, the Landlord shall credit the deposit to its successor and thereupon shall have no liability to the Tenant to repay the security deposit to the Tenant. Subject to the foregoing and to the Tenant not being in default under this Lease, the Landlord shall repay the security deposit to the Tenant without interest within thirty (30) days after the end of the Term or sooner termination of the Lease provided that all the Obligations of the Tenant to the Landlord are paid and performed in full, failing which the Landlord may on notice to the Tenant elect to retain the security deposit and to apply it to reduce the Obligations and the Tenant shall remain fully liable to the Landlord for payment and performance of the remaining Obligations.

ARTICLE IV

Use and Occupancy of Leased Premises

4.1 Tenant shall use the Leased Premises for restaurant use and no other purpose.

4.2 Tenant agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any

Landlord Initials

EHB

Tenant Initials

GJR

public authority.

4.3 Tenant shall not assign this Lease or sub-let the Leased Premises or any part thereof, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Any such assignment or sub-lease made without the Landlord's prior written consent shall entitle Landlord to declare Tenant in default under the terms of this Lease. Any such assignment or sub-lease made with the prior written consent of the Landlord shall not, however, release Tenant from any and all obligations under the terms of this Lease. Irrespective of the foregoing, Tenant shall have the right to assign the Lease in its entirety or to sub-lease all or any portion of the Leased Premises without the consent of the Landlord to any entity resulting from a merger or consolidation with Tenant, any entity succeeding to the business and assets of Tenant, or any parent, subsidiary or affiliate of Tenant.

ARTICLE V Maintenance and Repairs

5.1 Tenant: Tenant does hereby agree to assume and pay for all necessary repairs and maintenance to all portions of the Leased Premises, during the term of this Lease including, but not limited to, doors, windows, plumbing fixtures and equipment, HVAC equipment, electrical fixtures and equipment, parking surfaces, sidewalks, and other exterior portions of the property and all approved alterations. Tenant's obligation for repairs extends to repairs made after the Tenant has vacated the Leased Premises, which were necessary, but not made by Tenant during the term of this Lease. Upon vacating the Leased Premises, the Landlord and Tenant will inspect the Leased Premises to determine if repairs are necessary.

5.2 Landlord: Landlord shall not be responsible for any maintenance, repair, or replacement of any part of the Leased Premises. In the event damage necessitating repairs is caused by Tenant, Tenant shall promptly make such repairs and, upon failure to do so, Landlord may make such repairs and charge the cost thereof to Tenant as additional rent.

5.3 Interruption or curtailment of any service maintained in the Leased Premises if caused by strikes, mechanical difficulties or any other causes, whether similar or dissimilar to those enumerated, shall not entitle Tenant to any claim against Landlord or to any abatement in rent, nor shall the same constitute constructive or partial eviction.

ARTICLE VI Delivery; Alterations and Additions to the Leased Premises

6.1 Landlord shall deliver the Leased Premises "AS IS, WHERE IS" with no warranties, either express or implied.

6.2 Should Tenant desire to make any alterations or improvements to the Leased Premises, Tenant shall submit to Landlord detailed Plans and Specifications of all improvements for Landlord's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

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All such approved alterations, improvements and additions shall be made in accordance with all applicable laws and regulations.

6.2 Any approved alterations, improvements or additions shall be made in a proper and workmanlike manner. Tenant agrees to fully pay for same and to indemnify and save the Landlord harmless from all expenses, liens, claims or damages to persons or property including the Leased Premises, arising or resulting from the undertaking, except to the extent such arise from the negligence or willful misconduct of Landlord.

6.3 In the event that Tenant performs any alterations or engages in any activity which results in a mechanic's lien being filed against the Leased Premises, Tenant shall immediately post with Landlord an amount sufficient to bond off the amount of the lien, permitting Landlord the right to use the posted amount to satisfy the lien if the lien is not discharged of record within sixty (60) days of the filing. Failure to have the lien discharged within said sixty (60) day period shall constitute a default hereunder. In the event the lien is discharged by the Tenant within said sixty (60) day period, the bond posted with the Landlord by the Tenant shall be returned to the Tenant.

ARTICLE VII

Access to Lease Premises

7.1 Tenant agrees to permit Landlord or its agents to inspect or examine the Leased Premises during regular business hours and upon having provided at least twenty-four (24) hours notice and to permit Landlord to enter the Leased Premises at any time to make any repairs, alterations, improvements or additions in and to the Leased Premises, that Landlord may reasonably deem necessary or the Tenant has failed to do although required to do under the terms, conditions, covenants and provisions of this Lease. Such entrance into the Leased Premises by Landlord shall not be construed as an eviction of Tenant from the Leased Premises in whole or in part, and the rent, and any other payments provided in the within Lease to be made by Tenant shall in no way abate while such repairs, decorations, alterations, improvements or additions are being made by reason of any claim by Tenant on account of loss or interruption of business. If Tenant or its agents shall not be personally present to permit an entry into the Leased Premises when for any reason entry shall be permissible, Landlord may enter the same by a master key or by use of force without incurring any liability therefore and without, in any manner, affecting the obligations of this Lease. Such right of entry without Tenant's presence shall be only in the event of an emergency.

7.2 The Landlord, or its agent, may at any time during the term of this Lease enter upon the Leased Premises after twenty-four (24) notice to Tenant, to inspect the Leased Premises or to take or send persons on or through said premises seeking to rent or to purchase only during business hours.

ARTICLE VIII

Fire or Other Casualty

8.1 If, during the term of this Lease, the Leased Premises are damaged by fire or other

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casualty through no fault of the Tenant, rendering the same wholly unfit for the purpose enumerated in Article IV hereof, and if, after inspection by the Landlord within thirty (30) days from said fire or other casualty, the Landlord determines the Leased Premises cannot be repaired or restored within one hundred eighty (180) days from the date of said inspection, or in the event reconstruction or repairing shall be prevented within said time period by any conditions beyond the reasonable control of the Landlord, then this Lease shall cease and terminate from the date of such damage. In such case, the Tenant shall pay rent for said Leased Premises apportioned to the time of the damage and shall immediately surrender the Leased Premises to the Landlord, and all further liability between Tenant and Landlord reserved in the Lease shall cease.

8.2 If the Landlord determines, through its inspection within thirty (30) days of damage, that such damage to the Leased premises can be repaired within one hundred eighty (180) days from the date of such inspection, the Landlord shall re-enter and repair said damage and the rent due from Tenant shall be apportioned from the date of the damage until the date on which the repairs are completed. The Landlord agrees to proceed promptly and diligently to make such repairs.

8.3 In the event such damage to said Leased Premises shall only render a portion of the Leased Premises unfit for the operation of the business of the Tenant, then in such event, the Landlord shall enter and promptly repair said damage and the rent due for the unusable portion of the Leased Premises from Tenant shall be apportioned from the date of the damage until the date on which the repairs are completed.

8.4 If the Leased Premises are in part or whole destroyed or damaged during the last six (6) months of the initial term or any renewal term, Tenant at its option may cancel or terminate this Lease as of the date of occurrence of such damage by giving written notice to the other party of its election to do so within thirty (30) days after the date of occurrence of such damage.

ARTICLE IX

Liability and Indemnification

9.1 The Tenant agrees that all personal property and leasehold improvements which may at any time be in the Leased Premises shall be at Tenant's sole risk, or at the risk of those claiming under the Tenant, and the Landlord shall not be liable for any damage to said property, or loss suffered by the Tenant caused in any manner whatsoever, except as may be caused by Landlord's negligence or willful misconduct.

9.2 The Landlord shall in no event be liable for any damage whatsoever to fixtures, merchandise or loss of business of Tenant caused by fire, water, noise, odors or any other hazards, except as herein set forth, except as may be caused by Landlord's negligence or willful misconduct.

9.3 The Tenant agrees to save the Landlord harmless at all times from loss, cost, injury, damage or death, that may occur or be claimed by or with respect to any person or persons, corporation, partnership or other entity, property or chattels on or about the Leased Premises, or to

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the property itself, resulting from any act done or omission by or through the Tenant, its agents, servants, employees, contractors, sub-contractors, invitees or licensees, or caused by or resulting from their use, non-use or possession of, or condition of, the leased premises. The Tenant agrees to pay, discharge or successfully defend against any and all such claims, liens and demands.

9.4 The Landlord agrees to save the Tenant harmless at all times from loss, cost, injury, damage or death, that may occur or be claimed by or with respect to any person or persons, corporation, partnership or other entity, property or chattels on or about the Leased Premises, or to the property itself, resulting from the willful misconduct or negligence of the Landlord, its agents, servants, employees, contractors, sub-contractors, invitees or licensees. The Landlord agrees to pay, discharge or successfully defend against any and all such claims, liens and demands.

9.5 Notwithstanding any provision in this Lease to the contrary, in no event shall either party be liable to the other, whether under breach of contract, tort (including negligence), strict liability or any other theory of liability, however arising, for consequential, special, indirect or punitive damages of any nature.

9.6 The indemnity obligations of this Article IX shall survive the expiration or earlier termination of this Lease.

ARTICLE X

Insurance

10.1 During the term of this Lease and any extensions thereof, Landlord shall maintain at Tenant's cost and expense, all hazards and Landlord liability insurance for the Leased Premises in an amount equal to the full replacement cost of the Leased premises, as Landlord deems appropriate. Tenant shall pay the full amount of the all hazards insurance to Landlord in twelve (12) equal monthly payments, in the same manner as rent. Tenant shall maintain general public liability insurance against claims for personal injury, death and property damage occurring in or about the Lease Premises. Such liability insurance shall afford protection to the limit of not less than TWO MILLION (\$2,000,000.00) Dollars coverage for injuries in any accident in respect to injury or death and FIVE HUNDRED THOUSAND (\$500,000.00) Dollars in respect to property damage. All such insurance shall be written for the mutual protection of Landlord, Tenant and Landlord's mortgagee, if any, and shall name Landlord as additional insured. Tenant shall furnish Landlord with a certificate of such policies.

10.2 Tenant agrees during the term of this Lease or any extensions thereof to maintain at its own cost and expense, fire insurance with extended coverage substantially covering all property brought upon or stored on the Leased Premises including leasehold improvements, in amounts as may be reasonably required by Landlord, and shall furnish Landlord with a certificate of said policies.

10.3 All insurance shall be written with a reputable company or companies authorized to engage in the business of general liability insurance in the State of Georgia.

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10.4 Tenant shall furnish Landlord with customary insurance certificates evidencing such insurance, which provide that Landlord shall receive at least thirty (30) days' prior notice in writing of the cancellation of any such insurance policy. In the event Tenant fails to furnish such certificates, Landlord may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by Tenant to Landlord upon demand.

10.5 Under no circumstances whatsoever shall Landlord be liable to Tenant for any losses or damages suffered as a result of business interruption, except as may be caused by Landlord's gross negligence or willful misconduct. Tenant undertakes this risk in all cases and shall be solely responsible at its own cost, for providing its own business interruption insurance in amounts to the extent Tenant deems necessary or desirable, except as otherwise herein provided.

10.6 If either party hereto is paid any proceeds under any policy of insurance naming such party as an insured, on account of any loss or damage, then such party hereby releases the other party hereto, to and only to the extent of the amount of such proceeds, from any and all liability for such loss or damage, notwithstanding that such loss, damage or liability may arise out of the negligent or intentionally tortious act or omission of the other party, its agents, officers or employees; provided, that such release shall be effective only as to a loss of damage occurring while the appropriate policy of insurance of the releasing party provides that such release shall not impair the effectiveness of such policy or the insured's ability to recover thereunder. Each party hereto shall use reasonable efforts to have a clause to such effect included in its said policies, and shall promptly notify the other in writing if such clause cannot be included in any such policy.

ARTICLE XI Business and Maintenance Practices

11.1 Tenant agrees to store rubbish, trash, garbage, discarded containers, materials or equipment, etc., in such containers supplied by Tenant while awaiting its removal as may be reasonably directed by Landlord. Tenant shall pay for its own trash removal.

11.2 Tenant is responsible for keeping the exterior portion of the Leased Premises clean, the parking lot free of debris, and the grass and landscaping maintained.

11.3 Tenant agrees not to use or occupy or suffer or permit the Leased Premises or any part thereof to be used in any manner or occupied for any purpose contrary to law, rules or regulations of any public authority.

ARTICLE XII Quiet Enjoyment

12. The Landlord covenants and agrees that if the Tenant shall promptly pay the rent and perform all of the covenants and agreements herein stipulated to be performed on the Tenant's part,

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the Tenant shall have peaceable and quiet enjoyment and possession of said Leased Premises during the term and extensions hereof without any manner of hindrance from the Landlord or any other person lawfully claiming through the Landlord, subject to the conditions herein set forth.

ARTICLE XIII
Subordination

13.1 This Lease shall be subject and subordinate to current or future mortgages, or renewals, modifications, consolidations, replacements or extensions thereof, which may hereafter effect the real property of which the Leased Premises form a part.

13.2 Tenant shall, at Landlord's request, execute such agreements as any mortgagee shall reasonably deem necessary or desirable to subordinate this Lease to the lien of any present or future mortgage, mortgages or construction loans against the Leased Premises are a part, provided such agreement shall in no manner alter the terms of this Lease or extend any of Tenant's obligations hereunder.

ARTICLE XIV
Estoppel Certificate

14.1 Tenant agrees, at any time with ten (10) days of receipt of Landlord's written request, to execute, acknowledge and deliver to Landlord or to a prospective purchaser or mortgagee of the Leased Premises are a part a written statement certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and any payment due from Tenant have been paid in advance, if any, it being intended that such statement delivered pursuant to this Article may be relied upon by any such prospective purchaser or mortgagee.

ARTICLE XV
Surrender

15. The Tenant agrees to deliver and surrender to the Landlord the physical possession of the Leased Premises upon the expiration of this Lease or its termination as herein provided, in good condition and repair as the same shall be at the commencement of said term, loss by ordinary wear and tear and the effects of time excepted, and to deliver all of the keys to the Landlord or its agent.

ARTICLE XVI
Default and Remedies

16.1 If Tenant shall default in the payment of any installment of rent or of any other sum provided for under this Lease as the same becomes due and payable, or if Tenant shall be in default

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of any other term, condition or covenant of this Lease, or shall remove, attempt to remove or express or declare an intention to remove any of the goods and chattels from the said premises for any reason other than the normal and usual operation of its business within the Leased Premises, or should Tenant assign this Lease or sublet the whole or any part of the Leased Premises or permit any other person to occupy the whole or any part of the lease premises without the express written consent of Landlord or its Mortgagee and its assigns, or should an execution be issued against Tenant which is not stayed by payment or otherwise within five (5) days from the date of issue of said execution, or should bankruptcy proceedings be instituted against Tenant which are not withdrawn or dismissed within ten (10) days after the institution of said proceedings, or should an assignment be made by Tenant for the benefit of creditors, or should a receiver be appointed for Tenant by legal proceedings or otherwise, or should a sale be made of Tenant's personal property by legal process, then, and in such event the entire rent for the balance of the said term shall at once become due and payable as if by the terms of this Lease it were all payable in advance. Thereafter, at the option of Landlord, this Lease may be forthwith terminated and become absolutely void without any right on the part of Tenant, or those claiming under Tenant, to reinstate the same by payment or other performance of the condition or conditions violated. Any law, usage or custom to the contrary notwithstanding, in case of such execution, bankruptcy proceedings, assignment for the benefit of creditors, appointment of a receiver, or of a sale by legal process of Tenant's personal property, Landlord shall have the right to demand and receive the rent for the balance of the term, which shall be first paid out of any proceeds resulting from the execution, bankruptcy proceedings, assignment for the benefit of creditors, appointment of a receiver, or sale by legal process.

16.2 Prior to the exercise of any rights set forth in 16.1 above, upon any nature of default by Tenant, Landlord shall provide written notice of such default, after which Tenant shall have ten (10) days within which to cure the default. After this period, Landlord shall be entitled to exercise all remedies provided under this Lease or as may be provided by applicable law.

16.3 Without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of a default hereunder, the exercise any one or more of the remedies herein provided in this or as otherwise provided at law or in equity, all of such remedies being cumulative and not exclusive: (a) Landlord may enter the Leased Premises, with or without process of law and without thereby incurring any liability to Tenant and without such entry being constituted an eviction of Tenant or termination of this Lease, and take possession of the Leased Premises, and all personal property of every kind on the Leased Premises and Landlord may (i) proceed with an action against Tenant for the accelerated rent and all other rent or additional rent and all other sums due becoming due or payable to Landlord, and the expenses, including reasonable attorney's fees, which Landlord may have incurred in connection with such repossession and action for collection against Tenant, and (ii) at any time at its option relet the Leased Premises or any part thereof for the account of Tenant, for such terms, upon such conditions and at such rental as Landlord may reasonably elect. In the event of such reletting, (1) Landlord shall receive and collect the rent therefrom and shall first apply such rent against such expenses as Landlord may at any time or from time to time have incurred in recovering possession of the Leased Premises, placing the same in good order and condition, altering or repairing the same for reletting, and such other expenses, commissions and charges, including

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reasonable attorney's fees, which Landlord may at any time or from time to time have paid or incurred in connection with such repossession and reletting, and then shall apply such rent against other sums payable by Tenant to Landlord hereunder, and (2) Landlord may execute any lease in connection with such reletting in Landlord's name and the tenant for such reletting shall be under no obligation to see to the application by Landlord of any rent collected by Landlord, nor shall Tenant have any right to collect any rent under such reletting. No re-entry by Landlord shall be deemed to be an acceptance of a surrender by Tenant of this Lease or of the Leased Premises; (b) Landlord may cure, at any time, but shall be under no obligation to so cure, without notice except as otherwise herein provided, any default by Tenant under this Lease; and whenever Landlord so elects, all costs and expenses incurred by Landlord in curing a default, including, without limitation, reasonable attorneys' fees, together with interest on the amount of costs and expenses so incurred at a rate equal to 12.00% per annum which shall be paid by Tenant to Landlord on demand, and shall be recoverable as Additional Rent. Any provision of this Lease to the contrary notwithstanding, (y) Landlord shall not exercise any remedies otherwise available to Landlord under this Lease and/or at law or in equity without having given the notices and allowed the cure periods expressly set forth in this Lease, and (z) any eviction or detainer action by Landlord with respect to Tenant's right to use the Leased Premises pursuant to this Lease, shall be conducted in accordance with applicable law

ARTICLE XVII

Waiver

17.1 The waiver by either Landlord or Tenant of any breach of any term, covenant or condition of this Lease to be performed by the other shall not be deemed to be a waiver of any subsequent breach of the Lease nor shall any waiver authorize the nonobservance of any other occurrence of the same or of any other covenant or condition thereof, nor shall the acceptance of rent by the Landlord at any time when the Tenant is in default under any covenant or condition hereby be construed as a waiver of any such default.

ARTICLE XVIII

Condemnation

18.1 In the event that the Leased Premises, or any part thereof, shall be taken or condemned for any public or quasi- public use or purpose by a competent authority in expropriation proceedings, or by any right of eminent domain, or conveyed to such competent authority in lieu of such taking or condemnation, then this Lease shall terminate as of the date title vests pursuant to such taking or conveyance as to their portion so taken.

18.2 The entire compensation or award therefore, or the consideration for such conveyance shall belong to the Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title and interest to any such award, exclusive, however, of relocation damages and any award for Tenant's trade fixtures and equipment that Tenant may be entitled to under applicable eminent domain law.

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18.3 If Tenant's business is not so affected by the taking as to make it inconvenient, as determined in Tenant's sole discretion, this Lease shall continue as to that portion of the Leased Premises remaining after the taking and rent shall be abated proportionally.

ARTICLE XIX
Notices

19.1 Whenever in this Lease there shall be required or permitted that notice or demand be given or served either party to this Lease, to or on the other, such notice or demand shall be given in writing by Certified Mail Return Receipt Requested Registered Mail, by personal delivery, or by a nationally recognized overnight courier as follows:

To the Tenant:
Barnwell Foods
195 Woodland Circle
Piedmont, AL 36272

To the Landlord:
South Street Station
P.O. Box 837
Villa Rica, GA 30180

19.2 Notice shall be deemed to have been given, if by certified mail, three (3) business days following mailing, one (1) business day after sending via overnight courier, and upon actual delivery if by personal delivery.

19.3 All rental payments shall be made payable to Landlord or its agent at such place or places, as Landlord shall designate from time to time, in writing.

19.4 The above addresses may be changed by either party through notice served, as provided above, one upon the other.

ARTICLE XX
Limitation of Landlord Liability

20. Landlord or any successor in interest that may be an individual, joint venture, tenant in common, firm or partnership, general or limited, shall not be subject to personal liability in respect to any of the covenants or conditions of this Lease.

ARTICLE XXI
Binding Effect

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21. Except as herein otherwise expressly provided, the terms, conditions, covenants and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of Landlord and Tenant respectfully. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Landlord, but has reference only to those instances in which Landlord may have given written consent to a particular assignment.

ARTICLE XXII Captions

22. The captions of the Articles throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the terms, conditions, covenants and provisions of this instrument.

ARTICLE XXIII Entire Agreement

23. This writing contains the entire agreement between the parties hereto, and no representation, either oral or written, in connection therewith, modifying, adding or changing the terms, conditions, covenants and provisions except as herein set forth shall be binding upon either party hereto. No dealings between the parties or custom shall be permitted to contradict, vary, add to or modify the terms, conditions, covenants and provisions. No modifications of this Lease shall be binding unless such modifications shall be in writing and signed by the parties hereto. This Lease and its terms shall be governed under the laws of the State of Georgia.

ARTICLE XXIV HAZARDOUS SUBSTANCES AND WASTE

24.1 Tenant shall at all times and in all respects comply with all Federal, State and local laws, ordinances and regulations ("Hazardous Materials Laws") relating to the industrial hygiene, environmental protection or the use, analysis, generation, manufacturer, storage, presence, disposal or transportation of any oil, petroleum products, flammable explosives, asbestos, urea formaldehyde, polychlorinated biphenyls, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including without limitation any "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any such laws, ordinances or regulations (collectively, "Hazardous Materials").

Tenant shall at its own expense procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant's use of the Leased Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall

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cause any and all Hazardous Materials generated or placed on the Leased Premises by Tenant, to be removed from the Leased Premises and transported solely by duly licensed haulers to duly licensed facilities for final disposal of such Hazardous Materials and wastes. Tenant shall in all respects, handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Leased Premises in complete conformity with all applicable Hazardous Materials laws and prudent industry practices regarding the management of such Hazardous Materials. All reporting obligations to the extent imposed upon Tenant by Hazardous Materials Laws are solely the responsibility of Tenant. Upon expiration or earlier termination of this Lease, Tenant shall cause all Hazardous Materials (to the extent such Hazardous Materials are generated, stored, released or disposed of during the term of this Lease by Tenant) to be removed from the Leased Premises and transported for use, storage or disposal in accordance and in compliance with all applicable Hazardous Materials laws. Tenant shall not take any remedial action in response to the presence of any Hazardous Materials in, on, about or under the Leased Premises, nor enter into any settlement agreement, consent, decree or other compromise in respect to any claims relating to or in any way connected with the Leased Premises without first notifying Landlord of Tenant's intention to do so and affording Landlord ample opportunity to appear, intervene or otherwise appropriately assert and protect Landlord's interest with respect thereto. In addition, at Landlord's request, at the expiration of the term of this Lease, Tenant shall remove all tanks or fixtures which were placed on the Leased Premises during the term of this Lease and which contain, have contained or are contaminated with Hazardous Materials.

Tenant shall immediately notify Landlord in writing of (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (b) any claim made or threatened by any person against Landlord, or the Leased Premises, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (c) any reports made to any environmental agency arising out of or in the connection with any Hazardous Materials in, on or about the Leased Premises or with respect to any Hazardous Materials removed from the Premises, including, any complaints, notices, warnings, reports or asserted violations in connection therewith. Tenant shall also provide to Landlord, as promptly as possible, and in any event within five (5) business days after Tenant first receives or sends the same, with copies of all claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Leased Premises or Tenant's use thereof. Upon written request of Landlord, Tenant shall promptly deliver to Landlord notices of hazardous waste manifests reflecting the legal and proper disposal of all such Hazardous Materials removed or to be removed from the Leased Premises. All such manifests shall list the Tenant or its agent as a responsible party and in no way shall attribute responsibility for any such Hazardous Materials to Landlord.

24.2 Tenant shall indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold Landlord and each of Landlord's officers, directors, partners, employees, agents, attorneys, successors and assigns free and harmless from and against any and all claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including reasonable attorneys' fees) for death or injury to any person or damage to any property whatsoever

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(including water tables and atmosphere) arising or resulting in whole or in part, directly or indirectly, from the presence or discharge of Hazardous Materials, in, on, under, upon or from the Leased Premises located thereon or from the transportation or disposal of Hazardous Materials to or from the Leased Premises to the extent caused by Tenant whether, knowingly or unknowingly, the standard herein being one of strict liability. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repairs, clean-up or detoxification or decontamination of the said Leased Premises, and the presence and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive expiration of or early termination of the term of this Lease. For purposes of the indemnity provided herein, any acts or omissions of Tenant, or its employees, agents, customers, subtenants, assignees, contractors or subcontractors of Tenant (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant. Notwithstanding the foregoing, Tenant's indemnification shall not apply to any such matters to the extent caused by Landlord's acts, and Landlord shall retain responsibility for the remediation of any Hazardous Materials at the Leased Premises caused by the acts of Landlord. Further, Landlord agrees to indemnify, defend (with counsel reasonably acceptable to Tenant), protect and hold Tenant and each of Tenant's officers, directors, partners, employees, agents, attorneys, successors and assigns free and harmless from and against any and all claims, liabilities, damages, costs, penalties, forfeitures, losses or expenses (including reasonable attorneys' fees) for death or injury to any person or damage to any property whatsoever (including water tables and atmosphere) arising or resulting, in whole or in part, directly or indirectly, from the presence or discharge of Hazardous Materials in, on, under, upon or from the Leased Premises or from the transportation or disposal of Hazardous Materials to or from the Leased Premises to the extent caused by Landlord, whether knowingly or unknowingly, the standard herein being one of strict liability. Landlord's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repairs, clean-up or detoxification or decontamination of the Leased Premises, and the presence and implementation of any closure, remedial action or other required plans in connection therewith, and shall survive the expiration of or early termination of the term of this Lease. For purposes of the indemnity provided herein, any acts or omissions of Landlord, or its employees, agents and contractors or subcontractors of Landlord (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Landlord.

24.3 For purposes of the covenants and agreement contained herein with regards to Hazardous Materials, any acts or omissions of Tenant, its employees, agents, customers, subtenants, assignees, contractors or subcontractors shall be strictly attributable to Tenant.

24.4 The respective rights and obligations of Landlord and Tenant under the provisions of this Section shall survive the expiration or earlier termination of this Lease.

24.5 The Landlord represents and warrants that, to the best of the knowledge of the principals of the Landlord, it has no knowledge of the presence of any of the materials set forth in Section 24.1 of this Lease in or under or near the Leased Premises and has no reason to suspect the presence of same.

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ARTICLE XXV

Property Taxes

25. Landlord shall pay the property taxes accessed on the Leased Premises. Tenant shall pay to Landlord any increase in the property tax amount over the calendar year of 2017, by way of direct invoice to the Tenant from Landlord, with a copy of the tax bill. Such invoices shall be paid by Tenant within 30 days of receipt.

ARTICLE XXVI

SIGNAGE

26. Tenant may at its own risk and expense, erect signs for its business on the exterior of the Leased Premises and at locations selected by Tenant with the consent of Landlord, not to be unreasonably withheld, conditioned or delayed. Tenant agrees to maintain signs in a good state of repair and shall save the Landlord harmless from any loss, cost or damage as a result of the erection, maintenance, existence or removal of same, except to the extent any such loss, cost or damage arises from the negligence or willful misconduct of Landlord. Such signs shall comply with the regulations of any governing authority having jurisdiction thereof. Unless agreed to by Landlord & Tenant, all signage shall be removed at the expiration of the Lease or any renewals thereof at Tenant's expense. If signs remain by mutual consent, Landlord shall be responsible for the removal of any signs and the repair of any damage resulting therefrom.

ARTICLE XXVII

EXCULPATION

27. Landlord shall not be liable for any injury or damage to the Leased Premises at any time on or about the Leased Premises from any cause whatsoever, including but not limited to water, rain, snow or ice which may leak into or issue from the Leased Premises or from pipes or plumbing in the same excepting any injury or damage resulting from the willful, negligent or illegal conduct of Landlord.

ARTICLE XXVIII

UTILITIES

28. Tenant shall be responsible for all utilities serving the Leased Premises.

ARTICLE XXIV

SALE OF LEASED PREMISES

29. Should the Landlord sale a portion or all of the Property during the Term of the Lease, or any renewals thereof, the new Landlord shall have the right, within sixty (60) days of the transfer of title to terminate this Lease. Any such termination shall provide the Tenant with

Landlord Initials

EHB

Tenant Initials

CAD

up to 90 days to vacate the Leased Premises. If exercised, the new Landlord shall reimburse Tenant for its unamortized build out expenses, based on a twenty two (22) year schedule, starting with the Lease Commencement. Tenant shall submit to Landlord a full accounting of its build out expenses within 120 days of Lease Commencement, or 45 days after receiving a certificate of occupancy, whichever is later. If Tenant fails to submit a full accounting of its build out expenses, Tenant waives its right to collect any reimbursement upon a sale of the property.

ARTICLE XXX

30. Landlord agrees to grant Jefferson's Franchise Management the right to take over this Lease in the event of Tenant default.

IN WITNESS WHEREOF, the parties have caused this Lease to be duly executed the day and year first above written.

ATTEST:

Barnwell Foods, LLC, sole member Gloria Sanford

BY: Gloria D. Sanford

Name: Gloria D. Sanford

Title: member

ATTEST:

South Street Station. LLC

BY: Elaine H. Brown

Name: Elaine H. Brown FLP, LP

Title: member

Landlord Initials

EHB

Tenant Initials

CDR

IN WITNESS WHEREOF, the undersigned, being all of the members of this limited liability company, do hereunto subscribe their names this the 13th day of July, 2010.

BARNWELL FOODS, L.L.C.

BY ITS SOLE MEMBER:

Gloria Denise Sanford
GLORIA DENISE SANFORD

**STATE OF ALABAMA
COUNTY OF CALHOUN**

I, the undersigned authority, a Notary Public in and for said State at Large, hereby certify that **GLORIA DENISE SANFORD**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 13th day of July, 2010.



April Maverly
NOTARY PUBLIC

APRIL MAVERLY
Notary Public, AL State at Large
My Comm. Expires Aug. 11, 2013

Prepared by: Joseph M. Maloney
Attorney at Law
Post Office Box 130
Jacksonville, AL 36265

ARTICLE X

POWERS OF THE MEMBERS

The Members may exercise all of the rights and powers of the Company as provided by law or this instrument, including but not limited to the following:

- a. To sell, transfer, assign, convey, manage or otherwise dispose of or deal with all or any part of the Company's business or property.
- b. To acquire interests in real property (and mortgages thereon) directly or indirectly through the purchase of the partnership interests in partnerships owning real property, including the direct or indirect acquisition of real property in which the members own any interest, develop any such real property and, in connection with the business of the Company, enter into financing transactions, and sale or lease back of the property, and the lease and/or purchase of property, and acquire any other assets consistent with the business of the Company, even if the members own, directly or indirectly, an interest therein;
- c. To borrow money, arrange financing or refinancing or arrange modifications of existing debts, issue evidences of indebtedness, guarantee the indebtedness of others, and secure the same by mortgage, deed of trust, pledge of other lien, in furtherance of the Company's purposes and business.
- d. To perform, or cause to be performed, all of the Company's obligations under any agreement to which the Company or any nominee of the Company is a party, except in the event that the Members determine, in good faith, that such performance is not in the best interests of the Company or its members; and
- f. To do any act that is necessary and incidental to carrying out the foregoing.

Any person dealing with the Company or its property shall be entitled to rely fully upon any deed, mortgage, bill of sale, contract, lease, sublease, note or other written instrument signed by the Members in the name of or on behalf of the Company.

ARTICLE VI

INITIAL MEMBERS

The name and mailing address of the sole member of the limited liability company is:

Gloria Denise Sanford

195 Woodland Circle, Piedmont, AL 36272

ARTICLE VII

ADDITIONAL MEMBERS

Additional members may be admitted upon unanimous agreement of the then existing members.

ARTICLE VIII

CONTINUITY IF NO REMAINING MEMBERS

When there are no remaining members, the limited liability company may be continued if the holders of all the financial rights in the limited liability company agree in writing, within 90 days after the cessation of membership of the last member, to continue the legal existence and business of the limited liability company and to appoint one or more new members.

ARTICLE IX

MANAGEMENT

The limited liability company initially is to be managed by the Members; however, the Members have the authority to retain one or more managers.

member, manager, officer, employee of the limited liability company, or of any entity which he served in such capacity at the request of the limited liability company, against the reasonable expenses, including attorneys' fees, actually and reasonably incurred by him in connection with the defense of the action, suit, or proceeding or in connection with any appeal in it, and to reimburse any such person any amount paid upon any judgment or in the reasonable costs of settlement of any such action, suit or proceedings; but to make no indemnification or reimbursement in relation to matters as to which it shall be finally adjudged in this action, suit, or proceeding that the member, manager, officer or employee is liable for gross negligence or willful misconduct in the performance of duty to the limited liability company.

13. To do all and everything necessary, suitable, or proper for the accomplishment of any of the enumerated purposes or any other purpose which the manager or the members may deem advantageous for the limited liability company, the attainment of any of the objects or the furtherance of any of the powers hereinbefore set forth, either alone or in conjunction with other limited liability companies, corporations, firms or individuals, and either as principals or agents, and to do every act or acts, thing or things, incidental or pertinent to or growing out of or connected with the aforesaid objects, purposes or powers or any of them.

The foregoing enumeration of specific powers shall not be deemed to limit or restrict in any manner the general powers of the limited liability company, and the enjoyment and exercise thereof, conferred by the laws of the State of Alabama.

ARTICLE IV

OFFICE ADDRESS AND REGISTERED AGENT

The initial registered office of the limited liability company is 407 Pelham Road N, Jacksonville, AL 36265; and the initial registered agent at such address is: Gloria Denise Sanford.

6. To acquire (by purchase, exchange, lease, hire, or otherwise), hold, own, improve, manage, let as lessor, sell, convey or mortgage, either along or in conjunction with others, real estate of every kind, character, and description whatsoever or in any interest therein;

7. To acquire (by purchase, exchange, lease, hire, or otherwise), hold, own, manage, operate, mortgage, pledge, give as security, exchange, sell, deal in and dispose of, either alone or in conjunction with others, personal property, tangible or intangible, and commodities of every kind, character and description whatsoever or any interest in them;

8. To acquire (by purchase, exchange, lease, hire, or otherwise), hold, own, use, license, lease and sell, either alone or in conjunction with others, the absolute or any partial or qualified interest in and to inventions, improvements, letters patent and applications for them, licenses, privileges, processes, copyrights and applications therefor, trademarks and applications for them, and trade names and applications for them;

9. To acquire (by purchase, exchange, lease, hire, or otherwise), hold, own, use, assign, lease, sell, convey or mortgage, either alone or in conjunction with others, the rights, property, and business of any domestic or foreign corporations, associations, partnerships, individuals, or other entities;

10. To borrow or raise monies from time to time, without limit as to amount; to execute, accept, endorse, and deliver, as evidence of such borrowing, all kinds of securities, including, but without limiting the generality thereof, promissory notes, drafts, bills of exchange, bonds, debentures, and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment and performance of the obligations thereunder by mortgage on, pledge of, or other security interest in the whole or any part of the assets of the corporation, whether at the time owned or after acquired;

11. To make donations for the public welfare or for charitable, scientific, or educational purposes;

12. To indemnify any person made a party to any action, suit, or proceeding, whether civil or criminal, by reason of the fact that he, his testator or intestate, is or was a

STATE OF GEORGIA

Secretary of State
Corporations Division
313 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CERTIFICATE OF AUTHORITY

I, **Brian P. Kemp**, The Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

Barnwell Foods LLC
a Foreign Limited Liability Company

has been duly formed under the laws of Alabama and has filed an application meeting the requirements of Georgia law to transact business as a foreign Limited Liability Company in this state.

WHEREFORE, by the authority vested in me as the Secretary of State, the above Limited Liability Company is hereby granted, on **June 03, 2015**, a certificate of authority to transact business in the State of Georgia as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said application.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on June 05, 2015



Brian P. Kemp
Secretary of State



Georgia Bureau of Investigation
3121 Panthersville Road
Decatur, Georgia 30034
404-244-2639

LSTCN:2728010572

GBITCN:80020819089997

DATE/TIME:2018-01-02 11:28:13

NAME:SANFORD, GLORIA DENISE

PHOTO:PHOTO NOT AVAILABLE

NO GEORGIA OR FBI NATIONAL CRIMINAL HISTORY RECORD FOUND



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-04-17 – 1030 Third Street

CITY COUNCIL AGENDA DATE: February 6, 2018

DATE: January 22, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: David Wiley of Dallas, GA requests a Rezoning for property located at 1030 3rd Street, Villa Rica, GA, Parcel No: V03-010-0013, in Land Lot 190 of the 6th District in Carroll County, currently zoned R-20 (Single Family Residential) to LI (Limited Industrial). The property consists of 10.81+/- acres and is located in Ward 3.

BACKGROUND: The applicant, David Wiley, submitted application to rezone property located at 1030 Third Street, Villa Rica, Georgia from Single Family Residential to Industrial on November 8, 2017. The proposed is for equipment storage.

STAFF RECOMMENDATION: Staff recommends Approval with Conditions.

1. Permitted uses limited to equipment, material, and supply storage.
2. Access to site shall be provided from Saber Parkway. No vehicular access shall be allowed from Third Street.
3. All access easements shall be provided to the Community Development Department.
4. Per the Unified Development Code, all improvements to be installed on property prior to occupancy. Improvements to include, but not limited to:
 - a. Per Section 4.03(G) – Parking Area Paving and Drainage: 1. All parking areas shall be paved, curbed and guttered with proper drainage; driveways, and loading areas shall be paved.
 - b. Per Section 5.17(A) – Outdoor Storage: All outside storage associated with nonresidential uses, must be stored in the side or rear yard, and screened from all streets and adjacent properties by an opaque fence no less than six (6) feet and no more than eight (8) feet in height.

- c. Per Section 6.05 – Buffer Standards: Type E buffer shall be required between parcels with different zoning designations.
- d. Per Section 6.07(C) – Commercial and Industrial Equipment and Lot Screening:
 - a. Loading, Storage and Service Areas. Loading, storage and service areas shall be visually screened from view of residentially zoned properties with a decorative fence or wall, dense landscape plantings or berms. Such screening shall provide at least seventy-five (75%) percent overall visual screening of the loading and service area(s) as viewed from vantage points on lines perpendicular to the surfaces of the object(s) being screened.
- 5. If the development creates 5,000 square feet or more of impervious cover, or involves other land development activities of one (1) acre or more, post-development stormwater management, per Section 8.05.

IMPACT: N/A

MOTION: I make a motion to approve the rezoning application from David Wiley to rezone property located at 1030 Third Street from Single-Family Residential to Limited Industrial with conditions.



Planning & Zoning

Community Development Department

RA-04-17

Council Ward: 3

Planning Board Member: John Mount

City Council Member: Leslie McPherson

Public Hearing Dates

Planning Commission: January 30, 2018

City Council: February 6, 2018

Request: Rezone to from Residential (R-20) to Light Industrial (LI) for equipment storage.



Applicant: David Wiley
7633 Buchanan Highway
Dallas, GA 30157
770-560-7514

Acres: 10.81 +/-
Current Land Use: Residential
Future Land Use: Industrial

Parcel Number(s): V03 0100013

Location: 1030 Third Street, in Land Lot 190 of the 6th District in Carroll County.

Project Description:

The applicant is requesting to rezone property located at 1030 Third Street from Residential (R-20) to Light Industrial (LI) for equipment storage. The applicant intends to utilize approximately four (4) acres in the front of the property for industrial equipment storage.

Surrounding Properties:

Current Zoning		Land Use
North	Residential (R-20) and Limited Industrial (LI)	Place of Worship, Single Family Residential, and Undeveloped
East	General Industrial (GI)	Industrial
South	General Industrial (GI)	Industrial
West	Limited Industrial (LI)	Undeveloped

Rezoning Review Standards:

The Code of the City of Villa Rica, Unified Development Code Section 2.03.B.4, requires all zoning amendment applications to be reviewed based upon the impact of the proposed rezoning with respect to each of the following matters:

A. Whether the existing zoning was in error at the time of adoption.

It does not appear that the existing Residential zoning designation is in error. The parcel is currently developed with a single family residential structure.

B. Whether the proposed change is consistent with, and in furtherance of, the implementation of the goals and objectives of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code and other city regulations and guidelines.

Future Land Use Map

The proposed property is currently located within City limits. The Future Land Use Map designations in the surrounding area are General Commercial, Limited Industrial, and Low Density Residential. To the immediate south and east of the parcel, the future land use designations are Limited Industrial.

Relation to the Comprehensive Plan Policies:

Economic Development

GOAL: Achieve a growing economy that equitably benefits all segments of Villa Rica.

Objective ED-2: Strengthen and diversify Villa Rica's economic base.

Policies:

ED-2b: Encourage a greater variety of businesses.

ED-2f: Promote businesses that complement other businesses in the region.

ED-2h: Encourage commercial /retail development that will be compatible to existing land uses

Land Use and Growth

GOAL: Maintain a balanced, sustainable land use pattern that accommodates projected growth while fostering community vitality, and maintaining or improving the quality of the built environment.

Objective LU-2: Land Use Compatibility – Mitigate land use transitions to ensure that agricultural, residential, industrial, commercial and environmental lands can serve their intended functions (as determined by the Comprehensive Plan) with minimal interference from adjacent land uses.

Policies:

LU-2a: Require development approvals to be consistent with the Future Land Use Plan (Maps 5a-5e) and other plan directives.

Objective LU-4: Corridor Commercial and Employment – Target arterial street corridors for commercial and employment opportunities that support community vitality and enhance the attractiveness of the corridors.

Policies:

LU-4a: Avoid shallow strip development along corridors and encourage nodal development patterns where commercial uses interconnect with each other and adjacent residential neighborhoods through common access points along arterial street corridors.

LU-4c: Ensure that new development and redevelopment are designed to be compatible with the function of the corridors and to establish an attractive environment for users of corridors. Design standards in corridors should address landscape, building form and materials, parking area design, signs and other site design factors.

C. *Whether there is a community need for and benefit from the proposed rezoning; or*
Rezoning the property to industrial would allow the city to increase the amount of land available for industrial use. The future land use map currently supports the change of use from residential to industrial. This parcel, and those to the south and east have an Industrial future land use designation.

D. *Whether the proposed change is consistent with the character of the area in which the proposed rezoning is proposed.*

The proposed rezoning is consistent with the character of the area. Industrial Boulevard is in the immediate vicinity, and thus, there are several industrial uses around the parcel. However, there is also an existing residential community abutting the eastern portion of the subject property. Many of the residential structures have been in place since the early 1900s. The home on the subject property was built in 1850, according to the Carroll County Tax Assessor. The existing industrial and residential uses are buffered from one another by trees and other vegetation. The Comprehensive Plan recommends that the city “protect neighborhoods from encroachment of incompatible uses” through using buffers and other design features to mitigate potential off-site impacts (noise, traffic, and glare).

E. Whether the proposed zoning is compatible with the zoning and uses of property nearby.

The proposed zoning is compatible with nearby zoning and uses nearby. There are existing industrial, as well as, residential uses in the area. The proposed rezoning is compatible with the commercial and industrial uses found along the Industrial Boulevard corridor. However, there should be some transition between the existing residential community around Third Street. Residential uses should be protected from more intense uses utilizing tools such as landscape buffers, fencing, and other design features.

F. Whether the existing zoning is suitable for the development of the uses authorized under the existing zoning classification, will be conducive to proper community planning, and is a logical extension of an existing urban area or growth center.

The existing zoning would be suitable for R-20 residential uses, as it is currently developed with an 1,833-square foot, single family home. However, because the parcel is in close proximity to the Industrial Boulevard corridor and other industrial uses, it is a logical extension of an existing urban area. Should the parcel be rezoned, some additional measures should be taken to protect the surrounding residential community from the encroaching industrial uses. In addition to the installation of landscape buffers and fencing, access shall only be provided from the western portion of the site. Limiting vehicular access to the parcel will help mitigate noise and traffic generated from the industrial land use.

G. Whether the public and community facilities, which may include, but are not limited to, sanitary and storm sewers, water, electrical service, police and fire protection, schools, parks and recreation facilities, roads, libraries, and solid waste collection and disposal, are available and adequate to serve uses authorized under the proposed zoning.

The subject property is currently provided with community facilities such as public sewer and gas. These services should remain available, and seem to be adequate to serve uses authorized under the proposed zoning.

H. Whether the authorized uses will not adversely affect the capacity or safety of the street network in the vicinity of the property.

The proposed development will have a significant impact on the capacity of the road. Currently, there is only one point of ingress and egress from Third Street. Third Street is a narrow, winding, one-lane road; and it most likely will not provide adequate access for the proposed industrial use. However, the applicant proposes creating an access point from the western portion of the site via easement from the adjoining parcels. Unnamed Road (Saber Parkway) is immediately west of the subject parcel, and if connected, will provide access to Industrial Boulevard.

I. Are there potential environmental impacts (e.g., excessive storm water runoff, water pollution, air pollution, noise pollution, excessive lighting, or other environmental harms) of authorized uses will be mitigated.

Based on the City's and County's available maps, no streams and rivers are located on the site. Additionally, at this time, the applicant is not proposing any new structures on the property. Any potential environmental impacts should be mitigated by tools such as landscape buffering and fencing. Additionally, the City of Villa Rica Unified Development Code imposes stormwater management requirements for developments that create 5,000 square feet or more of impervious cover, or that involves other land development activities of one (1) acre or more.

Staff Comments:

The applicant is requesting a rezoning of the subject property from Residential (R-20) to Limited Industrial (LI). The proposed use for storage of industrial equipment should have a relatively low impact on the surrounding residential community, in comparison to other uses permitted in LI, such as automobile service and repair, machinery service and repair, and manufacturing.

Additionally, Staff recognizes that the Future Land Use Map supports the zoning change to Industrial. However, Staff is of the opinion that the storage of the equipment should be located on the western portion of the parcel, as much as possible. The eastern portion of the property abuts Residential (R-20) zoning and land uses, and thus, a landscape buffer should be included prior to occupancy of the parcel. Additionally, there should be no access to the parcel from the Third Street. These measures, in addition to any required landscaping or buffering, shall help mitigate the land use transition from Residential to Industrial.

Recommendation:

Staff recommendation: **APPROVAL WITH CONDITIONS**

1. Permitted uses limited to equipment, material, and supply storage.
2. Access to site shall be provided from Saber Parkway. No vehicular access shall be allowed from Third Street.
3. All access easements shall be provided to the Community Development Department.
4. Per the Unified Development Code, all improvements to be installed on property prior to occupancy. Improvements to include, but not limited to:
 - a. Per Section 4.03(G) – Parking Area Paving and Drainage: 1. All parking areas shall be paved, curbed and guttered with proper drainage; driveways, and loading areas shall be paved.
 - b. Per Section 5.17(A) – Outdoor Storage: All outside storage associated with nonresidential uses, must be stored in the side or rear yard, and screened from all streets and adjacent properties by an opaque fence no less than six (6) feet and no more than eight (8) feet in height.
 - c. Per Section 6.05 – Buffer Standards: Type E buffer shall be required between parcels with different zoning designations.
 - d. Per Section 6.07(C) – Commercial and Industrial Equipment and Lot Screening:
 - a. Loading, Storage and Service Areas. Loading, storage and service areas shall be visually screened from view of residentially zoned properties with a decorative fence or wall, dense landscape plantings or berms. Such screening shall provide at least seventy-five (75%) percent overall visual screening of the loading and service area(s) as viewed from vantage points on lines perpendicular to the surfaces of the object(s) being screened.
5. If the development creates 5,000 square feet or more of impervious cover, or involves other land development activities of one (1) acre or more, post-development stormwater management, per Section 8.05.

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on January 15, 2018; a sign has been posted on the subject properties; and all abutting property owners have received notification via certified mail.

Public Response:

In response to the public notifications, residents within the surrounding neighborhoods have not contacted the City at the time of this staff report.

Office of Community Development

Attachments:

1. Application

2. Campaign Disclosure Statement
3. Letter of Intent
4. Property Owner Authorization
5. Warranty Deed
6. Property Plat
7. Location Map



APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☐ UDC TEXT AMENDMENT ☐ ZONING MAP AMENDMENT

Please complete the blanks with the information requested. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 11-8-2017

APPLICANT

Applicant Name: David Wiley
Address: 7633 Buchanan Hwy City: Dallas State: GA Zip: 30157
Phone: (7) 560-7514 Fax: (8) 363-2955 Email: alphaboringco@bellsouth.net
Agent Name: N/A

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

Owner Name (If different from applicant): Wayne + Annette Cole

Address: 1030 3rd St City: Villaria State: GA Zip: 30180

Phone: (7) 459-1659 Fax: () N-N Email: N

(Note: A notarized statement signed by the property owner(s) authorizing the applicant to make this request shall be attached to the application.)

REZONING REQUEST

Existing Zoning: residential Requested Zoning: light Ind

Property Address: 1030 3rd St. Nearest Intersection: SR61 + SR101

Present Use of Property: Res vacant

Proposed Use: store equipment for Alpha Boring

Size of Tract: 10.808 Land Lot Numbers: 1904 191 Districts: 6th

Gross Density: _____ units per acre Net Density: _____ units per acre

Property Tax Parcel Number: V030100013

(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____

Application checked by: _____ Date: _____ Map Number(s): _____

Planning Commission: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____

City Council Decision: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____

Manager's Signature: _____ Date: _____

PA-04-17



CASE # _____
UDC TEXT/ZONING MAP

The procedure for amending the Unified Development Code (UDC) text, or making changes to the Official Zoning Map are set forth in Section 2.03.B, of the UDC. Generally, the amendment process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.

I, David Wiley, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

David Wiley
Signature of Applicant

11-8-2017
Date

Required Materials to Accompany the Application for Zoning Map Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

- ☒ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☒ 2. A site development plan prepared in conformance with submittal requirements (unless waived by Community Development Manager or requested zoning district is Single-Family Residential).
- ☐ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions; and
 - h. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.
- ☐ 4. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Proposed text amendment;

Written statement describing reasons for the proposed text amendment; and any other exhibits as may be required by the Community Development Director.



CASE # _____
UDC TEXT/ZONING MAP

Disclosure of Campaign Contributions

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No ✓

If Yes, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information that will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater given to Board Member

We certify that the foregoing information is true and correct, this 8 day of Nov, 20 17.

David Wiley
Applicant's Name – Printed

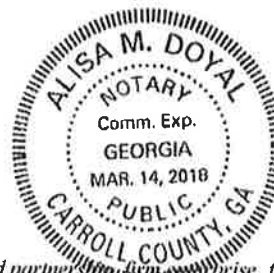
David Wiley
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 6th day of November, 20 17.

Alisa M. Doyal
Notary Public



1. Applicant means any individual or business entity (corporation, partnership, limited partnership, joint venture, franchise, association, or trust) applying for rezoning or other action.

George Wayne and Annette S. Cole
2250 Millertown Road
Temple, GA 30179
Telephone (770) 459-1659

Date: November 3, 2017

Ref: Letter of Intent/Authority to Apply for Rezoning

Location: 1030 3rd Street Villa Rica GA 30180

To: Whom it May Concern

Please consider this letter as confirmation that we are entering into an agreement with David Wiley, owner of The Wiley Resource Corporation, Inc., to sell him the property located at 1030 3rd Street, Villa Rica GA 30180.

We grant, David Wiley/The Wiley Resource Corp., the authority to apply for a rezoning permit for said property.

 George Wayne Cole 11-4-17
Property Owner Signature Owner Printed Name Date

 Annette S. Cole 11-4-17
Property Owner Signature Owner Printed Name Date

 2-26-18 11-4-17
Notary Signature Commission Expires Date

Stamp





**Full Life Gospel Church
Pastor Johnny Hightower
Saber Parkway
Villa Rica, GA 30180**

Date: November 3, 2017

Ref: Agreement

Location: 1030 3rd Street Villa Rica GA 30180

To: To Whom it May Concern

Please consider this letter as confirmation that we are entering into an agreement with David Wiley, owner of The Wiley Resource Corporation, Inc., to trade him the following:

A 60' wide parcel of land from: the cul-de-sac at 102 Saber Parkway Villa Rica GA 30180 to the adjoining property at 1030 3rd Street Villa Rica GA –

Land – L. P. P ½ RB Corner Pin – to 1PF /2 RB (please see copy of plat attached)

to be the future road to the future property owned by The Wiley Resource Corporation, Inc.

In exchange for clearing, grading, and 4" of crush and run gravel for parking lot, work to be performed by Alpha Boring Co., Inc.,

Permits to be acquired by Alpha Boring clearing and gravel.

Johnny D. Hightower, Pastor *Full Life Gospel Ministries*
Property Owner Authorized Signature Property Owner Authorized Printed Name Date
Johnny D. Hightower 11-5-17

Valerie R. Collins *May 18, 2020* *Nov. 5, 2017*
Notary Signature Commission Expires Date



CASE #
UDC TEXT/ZONING MAP

The procedure for amending the Unified Development Code (UDC) text, or making changes to the Official Zoning Map are set forth in Section 2.03.B, of the UDC. Generally, the amendment process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.

I, David Wiley, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

David Wiley
Signature of Applicant

11-6-17
Date

Required Materials to Accompany the Application for Zoning Map Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

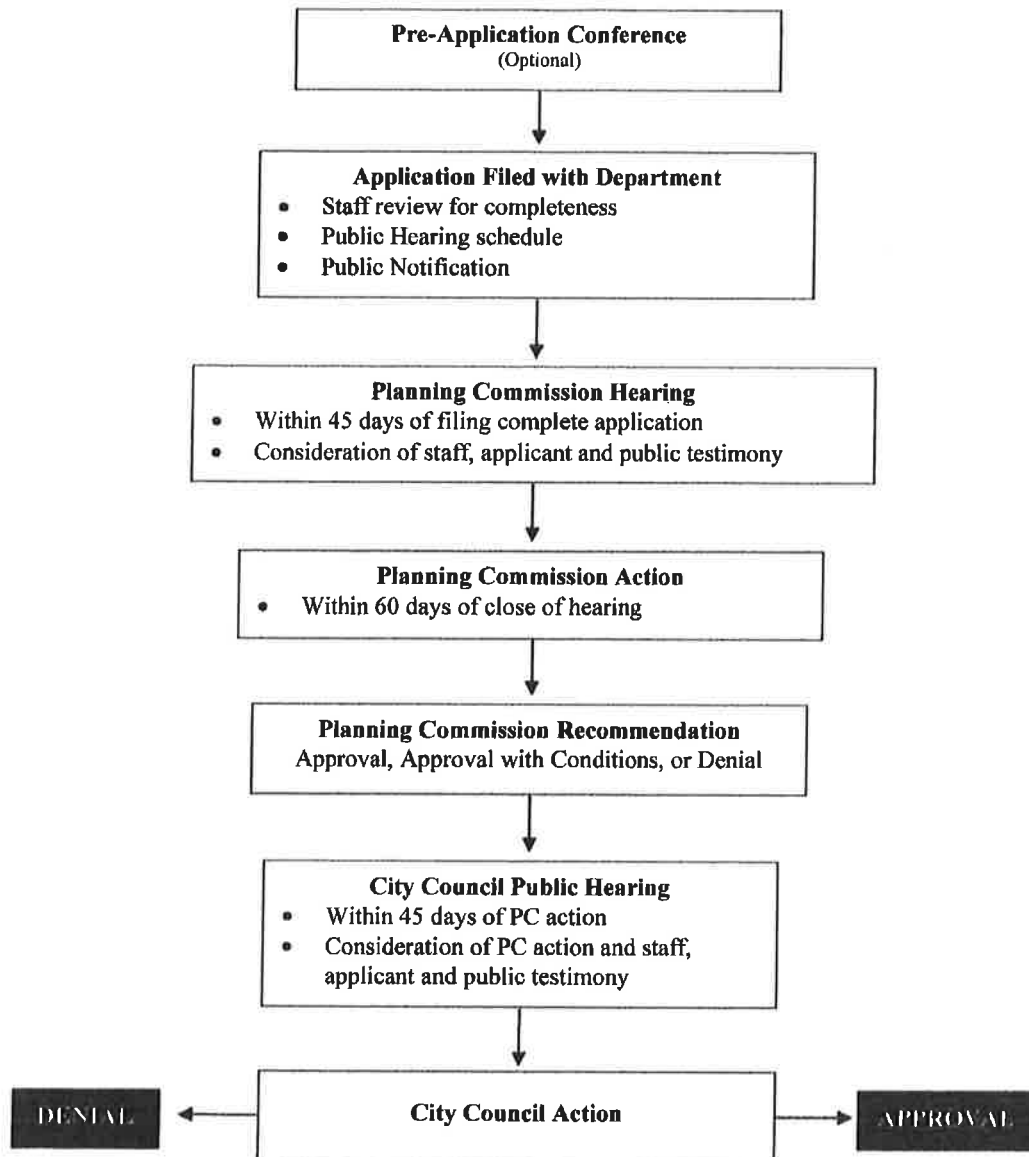
- ☐ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☐ 2. A site development plan prepared in conformance with submittal requirements (unless waived by Community Development Manager or requested zoning district is Single-Family Residential).
- ☒ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions; and
 - h. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.
- ☐ 4. Additional exhibits, as may be required by the Community Development Director.

Required Materials to Accompany the Application for UDC Text Amendment:

The Community Development Manager may waive informational requirements upon finding that the information is not required to determine compliance with UDC requirements.

Proposed text amendment;

Written statement describing reasons for the proposed text amendment; and any other exhibits as may be required by the Community Development Director.



Book 5524 Page 902

BK PG
5524 902

PT-81-022-2017-000 202
CARROLL COUNTY, GA - REAL ESTATE
TRANSFER TAX PD \$ 75.00
INTANGIBLE TAX PD \$
DATE 1-31-17

Alan J. Lee CLERK OF SUPERIOR COURT

FILED
CARROLL COUNTY
CLERK OF SUPERIOR COURT
17 JAN 31 PM 4:43
Alan J. Lee
CLERK OF SUPERIOR COURT
CARROLL COUNTY, GEORGIA

(2)

#2346

Return to: Timothy A. McCreary
P.O. Box 310
Villa Rica, Georgia 30180

SURVIVORSHIP DEED

**STATE OF GEORGIA
COUNTY OF CARROLL**

THIS INDENTURE, made this 5 day of JANUARY, 2017, between ANNETTE S. COLE, INDIVIDUALLY AND AS EXECUTRIX OF THE ESTATE OF RUBY SPINKS, deceased; WAYNE SPINKS; CONNIE REESE AND BARBARA JEAN SPINKS BROWN, of the County of Carroll, and State of Georgia of the first part, and GEORGE WAYNE COLE AND ANNETTE S. COLE, of the County of Paulding, and State of Georgia of the second part;

WITNESSETH:

THAT the said party/parties of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has/have granted, bargained, sold and conveyed, and by these presents does/do grant, bargain, sell and convey unto the said parties of the second part, for and during their joint lives, and upon the death of either of them, then to the survivor of them in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor, the following described property, to-wit: All that tract or parcel of land lying and being in the County of Carroll, State of Georgia, in the 6th District, and being part of Land Lot 190, being ten (10) acres, more or less, off the southeast corner of part 1 as shown by the Jones Administrator's plat commencing at the southeast corner; running north along land line 20 chains and 44 1/4 links; thence west 26 chains; thence south 16 chains 45 links; thence east 26 chains to starting point, the said chains referred to above contain 33 feet or two rods each. One acre and one-half having been sold off of the above described land on the west side. Being the property described in deeds recorded in Carroll County Records, as follows: Book 41 Page 80; Book 29, Page 375.

Being the same property described in that Warranty Deed from Mrs. Leila (Sam) Skinner to J. P. Spinks dated September 28, 1951, as recorded in Deed Book 96, Page 138, Clerk's Office, Carroll Superior Court and that deed dated February 20, 1993, from Ruby Spinks, Executrix of the Estate of J. P. Spinks, also known as John Paul Spinks, Annette Cole, Wayne Spinks, Connie Reese, and Barbara Jean Spinks to Ruby Spinks as recorded in Deed Book 771, Page 784, in the Office of the Clerk of the Superior Court, Carroll County, Georgia. Being known as 1030 Third Street, and being Carroll County Map and Parcel Number V030100013.

Annette S. Cole, Wayne Spinks, Connie Reese and Barbara Jean Spinks Brown all are sui juris and laboring under no disabilities as of this date, and are the sole and only heirs at law of Ruby Spinks, deceased.
SURVIVORSHIP DEED IS CONTINUED TO THE NEXT PAGE . . .

BK PG

5524 903

SURVIVORSHIP DEED CONTINUED:

TO HAVE AND TO HOLD, the said tract or parcel of land together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, for and during their joint lives and upon the death of either of them, then to the survivor of them, in fee simple, together with every contingent remainder and right of reversion, and to the heirs and assigns of said survivor.

AND the said party/parties of the first part, for themselves, their heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said parties of the second part, as hereinabove provided, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party/parties of the first part has/have hereunto set their hand(s) and affixed their seal(s) the day and year first above written.

Annette S. Cole

(SEAL)

Annette S. Cole, Individually and as Executrix of
Estate of Ruby Spinks, deceased

Sworn to and subscribed before me
this 5 day of JANUARY, 2017

Witness

Notary Public



Wayne Spinks

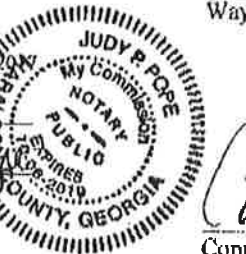
(SEAL)

Wayne Spinks

Sworn to and subscribed before me
this 5 day of JANUARY, 2017

Witness

Notary Public



Connie Reese

(SEAL)

Connie Reese

Sworn to and subscribed before me
this 5 day of JANUARY, 2017

Witness

Notary Public



Barbara Jean Spinks Brown

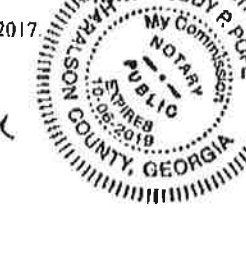
(SEAL)

Barbara Jean Spinks Brown

Sworn to and subscribed before me
this 5 day of JANUARY, 2017

Witness

Notary Public



RECORDED

FEB 02 2017

Alan J. Lee, Clerk

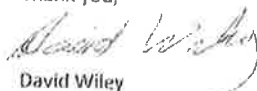
David Wiley
7633 Buchanan Highway
Dallas, GA 30157
(7707) 560-7514

Date: November 7, 2017
Ref: Statement to Accompany Rezoning Application Part Number 3
Location: 1030 3rd Street Villa Rica GA 30180
To: City of Villa Rica
Attn: Nyree Simpson

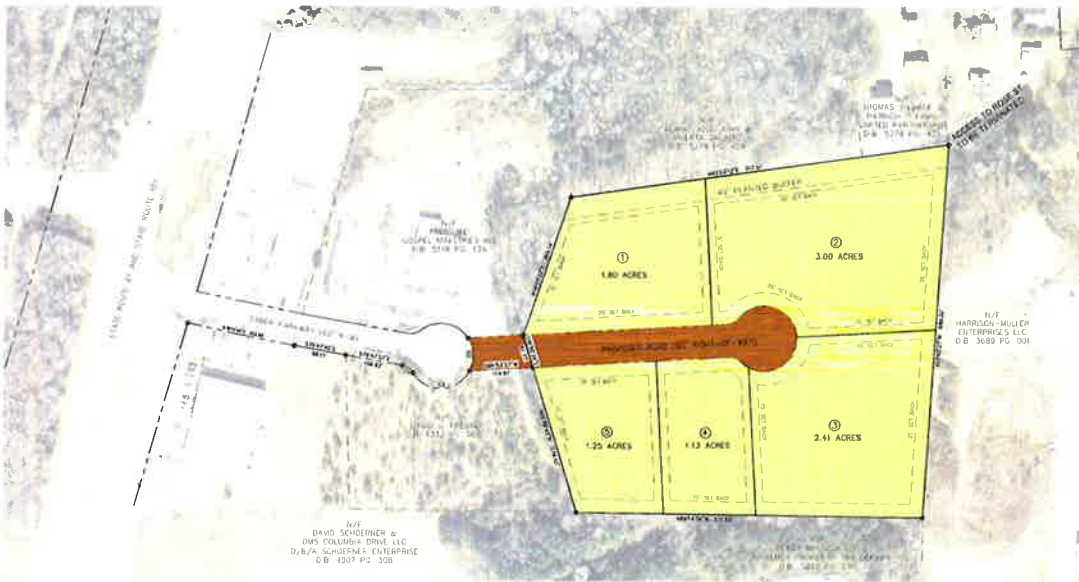
Number 3

- a) Proposed use is for equipment storage space and will not have any effect on the surrounding properties. The change will not be detrimental to the general public's interest and the purposes of this code.
- b) Change is consistent with the intent and the purpose of this code and the goals and policies of this code.
- c) Approximately four acres on the back of the property will be cleared and graded. Also a road to the property will be created.
- d) There will be no changes that will impact social values.
- e) Time schedule to be immediately following rezoning, purchase of property, and required permits obtained.
- f) City water and sewer are already on property
- g) New road to be cleared for the purpose of driveway to access the property. Road to be filled with crush and run gravel.
- h) Only permits required by the City of Villa Rica GA.

Thank you,


David Wiley

Coral Table			
Line #	Length	Area	Perimeter
1	12.15	10.00	10.00
2	12.15	10.00	10.00
3	12.15	10.00	10.00
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5	12.15	10.00	10.00
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LEGEND	
1. LOT 1	1.80 ACRES
2. LOT 2	3.00 ACRES
3. LOT 3	1.25 ACRES
4. LOT 4	1.13 ACRES
5. LOT 5	2.41 ACRES
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99. LOT 99	1.00 ACRES
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GEORGIA811
Utility Protection Center, Inc.
Keep signs visible.
Call before you dig.



- NOTES**
1. BOUNDARY INFORMATION FROM THE 1980 SURVEY IS PREPARED BY KEO & WOOD ASSOCIATES DATED JANUARY 12, 2001.
 2. AS RECORDED IN PLAT BOOK 38 PAGE 247, NO FURTHER SURVEY WAS PERFORMED BY THIS FIRM AT THIS TIME.
 3. THIS DRAWING IS NOT A BOUNDARY SURVEY. THIS IS A COMPOSITE MAP BASED ON THE WORK OF OTHER INTERFERED ABOVE.
- GENERAL SITE NOTES**
- OWNER / DEVELOPER
DAVID WILEY
7023 BLOOMING HIGHLAND
DALLAS, TEXAS 75231
(972) 580-7014
1. SITE AREA: 10.00 ACRES
 2. AREA TO BE DEDEDICATED TO PLANT: 0.50 ACRES
 3. EXIST. ZONING: BT SINGLE FAMILY RESIDENTIAL
 4. PROPOSED ZONING: UNCLASSIFIED
 5. MIN. LOT SIZE: 4356 SQ. FT. 1 ACRE
 6. SUBDIVISION
 7. FRONT YARD SETBACK: 15' MIN.
 8. SIDE YARD SETBACK: 5' MIN.
 9. REAR YARD SETBACK: 5' MIN.
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DAVID WILEY
ENGINEERING & LAND SURVEYING - LAND PLANNING
10000 W. 10TH STREET, SUITE 100
DALLAS, TEXAS 75243
(972) 580-7014
www.davidwiley.com

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CITY OF VILLA RICA

City Council Packet

SUBJECT: Sewer Re-Alignment – 211 S. Carroll Rd.

CITY COUNCIL AGENDA DATE: February 6, 2018

DATE: 1/24/2018

PREPARED BY: Katie Godfrey, Administrative Assistant

FISCAL IMPACT: \$3,950

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: Carroll County SPLOST

PURPOSE: This is an engineering design to repair the drainage located at 211 South Carroll Street.

BACKGROUND: The property is owned by Mrs. Fran Newton. The drainage problem has occurred due to complications with an aging existing 18-inch drainage pipe that has somewhat collapsed. Public Stormwater is being conveyed across this area. Georgia and West was chosen due to their experience designing in our area and the possible quick turnaround of the design. The price of \$3,950.00 is very reasonable given the scope of need on design.

STAFF RECOMMENDATION: Approval

IMPACT: N/A

MOTION: I make the motion to approve the proposal from Georgia & West Engineering for \$3,950 to design a solution for the drainage issue at 211 S. Carroll Road.



January 24, 2018

Bobby Elliott, P.E.
City of Villa Rica
571 W Highway 78
Villa Rica, GA 30180

RE: 211 SOUTH CARROLL ROAD STORM SEWER RE-ALIGNMENT

Dear Sir:

Enclosed find the requested proposal for engineering and surveying services for the above-referenced project. I appreciate the opportunity to provide this quote.

Sincerely,

John D. Bass, P.E.
President

Enclosure

January 24, 2018

Bobby Elliott, P.E.
City of Villa Rica
571 W Highway 78
Villa Rica, GA 30180

RE: 211 South Carroll Road Storm Sewer Re-Alignment

Dear Sir:

Georgia and West, Inc. is pleased to submit this proposal for services which consists of civil engineering and surveying services to produce construction documents for a proposed re-alignment to the existing storm sewer system along the front of 211 South Carroll Road.

We propose to provide the services in this contract on the fees shown on the "Proposal Acceptance Sheet".

Our firm will provide services in accordance with the following:

CONSTRUCTION DOCUMENTS

We will prepare Construction Documents of the proposed storm sewer re-alignment. The document package will include the following:

- A Storm Sewer Plan & Profile;
- B Erosion Control Plan and Details (includes completing GSWCC ES & PC Checklist as required for projects under 1 acre disturbance but within 200 feet of a perennial stream);
- C Construction Details

The drawings will be prepared in accordance with the City of Villa Rica requirements. We will submit the package to you. If you have any comments, we will expedite the necessary revisions.

NPDES PERMITTING

Since the planned disturbance for this project is less than one (1) acre, no NPDES permitting is included.

SURVEYING

We will perform a field-run topographic survey of the project area. Underground utilities identified on the ground by the Utilities Protection Center (811) will be located in the survey. Topographic and utility surveys are to be in accordance with Georgia Plat Laws and the "Terms and Conditions" of this contract.

REIMBURSABLES

The direct cost of reproductions will be billed in addition to the fees quoted and includes an administrative fee. A budget of 5% of fees is suggested.

EXCLUSIONS

The following services are not included in the base fee. Several of these services can be provided upon request on an hourly basis as shown on the "Proposal Acceptance Sheet".

- 1 Subsurface Investigation/Geotechnical Engineering;
- 2 Underground survey of the existing storm sewer (we will locate invert elevations at structures found in the field);
- 3 Video/inspection of existing storm sewer;
- 4 Landscape design; Tree Protection design and inventory;
- 5 Retaining wall design;
- 6 Research to determine the exact location of existing utilities;
- 7 Bid documents and Project Specifications Manual;
- 8 Revisions to the plans during construction due to unforeseen conditions;
- 9 As-built drawings and certifications;
- 10 Easement Plats/Legal descriptions;
- 11 Construction supervision/management;
- 12 Construction staking;
- 13 Variance consultation, including stream buffers;
- 14 Wetland Delineations. Permits for Wetland impacts including Nationwide Permits, Individual Permits and Mitigation Plans;

15. Environmental assessment;
16. Traffic impact or signal warrant studies;
17. Stormwater Monitoring and Erosion Control Inspections during construction as may be required by the Georgia NPDES General Permit;
18. Recording of deeds and/or plats with local Clerk of Court;
19. NPDES Notice of Intent and Notice of Termination;
20. Revisions or updates to erosion, sediment, and pollution control plans during construction, and
21. Meetings

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis according to the attached rate schedule.

TERMS AND CONDITIONS

1. STANDARD OF CARE

Client recognizes that subsurface conditions, (including physical, environmental, ecological and construction conditions) may vary from those observed at specific locations where borings, surveys, or explorations are made, and that such conditions may change with time. Data interpretations and recommendations by Georgia and West, Inc. will be based solely on information available to Georgia and West, Inc. Georgia and West, Inc. is responsible for those data, interpretations and recommendations but will not be responsible for other parties' interpretation or use of the data.

This agreement contemplates that Georgia and West, Inc. may be providing civil engineering and surveying services. Services performed by Georgia and West, Inc. under this agreement are expected by Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the specific discipline involved practicing contemporaneously under similar conditions in the locality of the project. Under no circumstances is any warranty expressed or implied, made in connection with any Services provided by Georgia and West, Inc. under this Agreement.

2. RISK ALLOCATION

Many risks potentially affect Georgia and West, Inc. by virtue of entering into this Agreement to perform professional services on behalf of Client. The principal risk is the potential for human error by Georgia and West, Inc. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with Georgia and West, Inc. liability Client agrees to limit Georgia and West, Inc.'s liability to Client and to all other parties for claims arising out of Georgia and West, Inc.'s performance of the Services described in this Agreement. The aggregate liability of Georgia and West, Inc. will not exceed \$15,000.00 or the amount of Georgia and West, Inc.'s fee, whichever is greater, for negligent professional acts, errors or omissions. The limit of professional liability can be increased to a maximum of \$1,000,000.00 upon Client's written request made prior to the performance of Georgia and West, Inc. services under this agreement provided that Client agrees to pay an additional 10 percent of the total liability requested to the understood prior to commencement of work. The additional charge is because of the greater risk assumed and is not a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless Georgia and West, Inc. from and against all liabilities including liability to any third parties, in excess of the monetary limits established above.

Limitations on liability and indemnifications in this Agreement are business understandings between the parties voluntarily and knowingly entered into and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that Client will not seek damages in excess of the limitations indirectly through suits with other parties who may join Georgia and West, Inc. as a third-party defendant. Parties mean Client and Georgia and West, Inc. and their offices, employees, agents, affiliates, and subcontractors.

Both Client and Georgia and West, Inc. agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this Agreement.

3. DISPUTE RESOLUTION COSTS

Should disputes arise between the Parties and should either party resort to dispute resolution procedures, including but not limited to litigation, arbitration, or an alternative dispute resolution method, the nonprevailing party shall reimburse the prevailing party for the prevailing party's documented legal costs in addition to whatever judgment or settlement sums may be due. Such costs shall include reasonable attorney's fees, court costs, consultant fees, expert witness fees, and other documented expenses as well as the value of time spent by the prevailing party and its employees to research the issues, discuss the matter with attorneys, etc. Insofar as Georgia and West, Inc. is concerned, the value of time spent shall be based upon Georgia and West, Inc. prevailing fee schedule.

4. SITE ACCESS AND SITE CONDITIONS

Client will grant or obtain free access to the site for all equipment and personnel necessary for Georgia and West, Inc. to perform the work set forth in this Agreement. Client will notify any and all tenants or possessors of the project site that Client has granted Georgia and West, Inc. free access to the site. Georgia and West, Inc. will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

Client is responsible for accurately providing the locations of all subterranean structures and utilities and wetland sensitive areas. Georgia and West, Inc. will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas. Client waves any claim against Georgia and West, Inc. and agrees to defend, indemnify and hold Georgia and West, Inc. harmless from any claim or liability for injury or loss, including all reasonable attorneys fees and costs of defense arising from damage done to subterranean structures and utilities.

and, unless Georgia and West, Inc. has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, Client agrees to compensate Georgia and West, Inc. for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon Georgia and West, Inc.'s prevailing fee schedule and expense reimbursement policy.

5. SAFETY

Should Georgia and West, Inc. provide observations or monitoring services at the job site during construction or other field activities as set forth in the Proposal, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of work, and with compliance with all OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractors procedures conducted by Georgia and West, Inc. does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

6. MONITORING

In the event that Georgia and West, Inc. is retained by Client to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the Proposal, Georgia and West, Inc. will report its observations and professional opinions directly to Client. No action by Georgia and West, Inc. or Georgia and West, Inc.'s site representative can be construed as altering any Agreement between Client and others. Georgia and West, Inc. will report to Client any observed conditions or events related to the Scope of Work set forth in Georgia and West, Inc. Proposal. The Georgia and West, Inc. representative has no right to reject or stop work of any contractor or agent of the Client. Such rights are reserved solely with the Client. Furthermore, Georgia and West, Inc.'s presence on site does not in any way guarantee the completion or quality of the performance or the work performed by any party retained by Client to provide field or construction-related services.

Georgia and West, Inc. will not be responsible for and will not have control or charge of the means, methods, techniques, sequences, or procedures of construction or other field activities selected by any independent contractor or agent of the Client.

7. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in Georgia and West, Inc.'s proposal do not include costs associated with surveying of the site for the accurate horizontal and vertical locations of tests. Field tests or boring locations described in a report or shown on sketches are based upon information furnished by others or estimates made in the field by our representatives. Such dimensions, depths, or elevations should be considered as approximations unless otherwise stated. If the Client specifies the test or boring location, Georgia and West, Inc. reserves the right to deviate a reasonable distance from the location specified.

8. ENVIRONMENTAL

It is the Property Owner's/Client's responsibility to comply with all environmental impact issues and to obtain all necessary permits from the appropriate governing authorities.

A. Discovery of Unanticipated Hazardous Materials

Client represents that Client has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that Client has informed Georgia and West, Inc. of Client's findings relative to the possible presence of such materials. Client agrees to hold Georgia and West, Inc. harmless for the identification of hazardous materials on or near the project site. Further, client holds Georgia and West, Inc. harmless for any means and costs to remediate, quarantine, or any other operation required to manage any hazardous materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Georgia and West, Inc. and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of Georgia and West, Inc. services. Georgia and West, Inc. and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Georgia and West, Inc. to take immediate measures to protect health and safety. Client agrees to compensate Georgia and West, Inc. for any equipment, decontamination, or other costs incidental to the discovery of unanticipated hazardous materials.

Georgia and West, Inc. agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Georgia and West, Inc. harmless for any and all consequences of disclosures made by Georgia and West, Inc. which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the Agreement, Client waives any claim against Georgia and West, Inc. and, to the maximum extent permitted by law, agrees to defend, indemnify, and save Georgia and West, Inc. harmless from any claim, liability, and/or defense costs for injury or loss arising from Georgia and West, Inc.'s discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

B. Endangered Species

It is the Property Owner's/Client's responsibility to determine the presence of any endangered species on or near the project site. Further, the Property Owner/Client shall be responsible for notifying U.S. Fish and Wildlife Service of the proposed activity and to procure any necessary permits for the proposed activity.

C. State Waters and Waters of the United States (Streams/Wetlands)

It is the Property Owner's/Client's responsibility to determine the presence of any state waters and/or waters of the United States and have those features delineated on the project site prior to the commencement of work by Georgia and West, Inc. and/or any subcontractors, unless said delineation is included in the Proposal. Further, the Property Owner/Client shall be responsible for notifying all appropriate government entities of the proposed activity and shall comply with all local, state, and federal permitting, including but not limited to stream buffer variances and clean water act permitting.

9. TERMINATION

This Agreement may be terminated by either party seven (7) days after written notice to the other party in the event of the breach of any provision of this Agreement by the other party, or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Georgia and West, Inc. will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to, the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

10. OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations, and estimates prepared by Georgia and West, Inc. as instruments of service pursuant to this Agreement shall be the sole property of Georgia and West, Inc. Client agrees that all documents of any nature furnished by Georgia and West, Inc. to Client or Client's agents, contractors or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any document produced by our firm, pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Agreement without Georgia and West, Inc. written permission. At the request and expense of Client, Georgia and West, Inc. will provide Client with copies of documents created in the performance of this work for a period not exceeding five years following submission of the report or reports contemplated by this Agreement.

11. EXCHANGE OF ELECTRONIC MEDIA

Georgia and West, Inc. agrees that it is responsible for the accuracy of the original sealed documents. If at any time, there exists a difference between the submitted electronic files and the original sealed documents, the original sealed documents will govern as the official delivered contract documents. Electronic documents are furnished for the convenience of the Client and Contractor. Written dimensions take precedence over scale.

12. GOVERNING LAW AND SURVIVAL

The validity, interpretation, and performance of this Agreement shall be governed by the law of the State in which the Georgia and West, Inc.'s office, identified as 'Consultant' on the Proposal Acceptance Sheet for this project, is located. In addition, Georgia and West, Inc. and Client agree to submit to the personal and exclusive jurisdiction and venue of said State with respect to any claims or disputes which may arise under this Agreement. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnification obligations will survive termination of this Agreement for any cause.

13. SURVEY NOTES

- A. No title or abstract research was performed by the undersigned for this survey.
- B. **WARNING:** This plat of survey makes no warranty or guarantee as to the existence of any easements of any type, no abstract or title search was performed by the undersigned to discover the existence of any easements.
- C. No warranty or guarantee as to the existence or location of underground structures is implied, only those items shown.
- D. No warranty or guarantee as to environmental issues has been implied; only those items shown hereon have been addressed.
- E. Only acts of possession, if any, which are visible from casual inspection of the property, are shown hereon. No warranty or guarantee is implied as to the existence of acts of possession by adjoining to the lands shown and described hereon.
- F. No warranty or guarantee as to county or city ordinance issues, to include setbacks, has been implied. Only those items shown have been addressed.

14. UTILITY LOCATIONS

Utility locations will be limited to those items apparent from a visual inspection and the utilities located by Utilities Protection Center (811) locators. Additional utility locations will require a private utility locator and their fee will be paid by the Client.

PAYMENT TERMS:

Compensation will be in accordance with the proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of invoice and recognizes that charges not paid within 30 days are subject to late payment charge of 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Charges held in dispute will be called to the attention of Georgia and West, Inc. within 10 days of receipt of invoice. Client agrees to pay cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney. Client further agrees that Georgia and West, Inc. has the

right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Georgia and West, Inc. invoice and agrees to waive any claim against Georgia and West, Inc. and to indemnify, defend and hold Georgia and West, Inc. harmless from and against any claims arising from Georgia and West, Inc.'s suspension or termination due to Client's failure to provide timely payment

Liens:

Notice is given that Georgia statute requires the filing of liens within ninety (90) days of last performing work on a project. Therefore, lien action will be initiated seventy-five (75) days after the last day work is performed when balances are outstanding. A voluntary extension of lien rights can be accomplished by a letter from the owner of the property.

PROPOSAL ACCEPTANCE SHEET 1 OF 2

DATE: January 24, 2018

PROJECT NAME: 211 South Carroll Road Storm Sewer Re-Alignment

SERVICE		FEE
TOPOGRAPHIC AND UTILITY LOCATION SURVEY	\$	1,950.00
CONSTRUCTION DOCUMENTS	\$	2,000.00
TOTAL	\$	3,950.00
CONSTRUCTION ADMINISTRATION	\$	125/HR

Meetings have been excluded from the cost listed above and will be billed additionally at the hourly rates listed below.

ADDITIONAL SERVICES

Any services not addressed in this proposal and specifically requested by you will be provided on an hourly basis as follows:

HOURLY RATES:

GPS and OPERATORS \$200.00/Hr.
SENIOR ENGINEER \$125.00/Hr.
CIVIL TECHNICIAN \$100.00/Hr.
FIELD CREW \$125.00/Hr.
CLERICAL \$ 50.00/Hr.
Mileage \$.58/Mi.
Archive Search Fee \$ 200.00
Electronic File - One Time License \$ 200-500
Direct Costs - Administrative Fee 15%

Direct Costs include subconsultants, photography, reproduction, courier, and travel expenses.

You will be invoiced at the end of each month for a percentage completed at that time, reimbursables, and for any additional services requested and not covered in this proposal.

Please sign and return one (1) copy of the Proposal Acceptance Sheet as your authorization to proceed with the work and your acceptance of this proposal, and keep the other copy for your records. Upon your acceptance of this proposal, Georgia and West, Inc. and the client listed below shall have entered into a binding agreement (the 'Contract') pursuant to the terms set forth on 'Terms and Conditions' sheets hereof.

Communications by phone, letter, fax, e-mail, meetings or face to face to proceed with the work shall be deemed to be a verbal authorization to proceed with the work in accordance with the fees, scope, terms and conditions of this Proposal.

If you do not provide a verbal or signed and dated authorization, this Proposal shall become void Ninety (90) days from the date above.

Terms and Conditions are printed in this Proposal. Please sign and return one (1) copy of the Proposal to indicate your approval of this proposal and keep the other copy for your records. If you have any questions, please do not hesitate to call.

Sincerely,
Georgia and West, Inc.



John D. Bass, P.E.
President

Accepted By: _____
Print or type individual, firm or corporate body name

Signature of Authorized Representative _____ Title _____

Date: _____



CITY OF VILLA RICA

City Council Agenda Item

DATE: January 26, 2018

SUBJECT: Gold Dust - Administration Roof Replacement Bids

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$225,780

OTHER –

FUNDING SOURCE: 2018 Capital Budget (SPLOST)

CITY COUNCIL AGENDA DATE: February 6, 2018

PURPOSE: The Department of Parks, Recreation, and Leisure Services is presenting the lowest bid for the roof replacement on the administrative section of the Gold Dust office facility.

BACKGROUND: In November 2015, an evaluation of the roof at Gold Dust was performed due to the extensive leaks that were occurring. The facility has two different roof sections: the gymnasium and the administrative portion. This proposed roof replacement will replace the administrative building portion

The Garland Group, a member of the US Communities cooperative purchasing program under the State, facilitated an invitation to bid for the city. The Garland Group prequalifies commercial roofing companies and then guarantees their work with a 30-year watertight warranty, along with, providing annual inspections.

A pre-bid meeting was held onsite January 5, 2018. A total of three bid responses were submitted by January 12, 2018 with cost proposals as follows.

Ben Hill Roofing:	\$225,780
Eskola Roofing:	\$232,978
Pride Roofing:	\$235,290

STAFF RECOMMENDATION: Approval of the Garland/DBS, Inc

IMPACT: Approval of the roof replacement will ensure the longer-term viability of the structure by eliminating sources of water intrusion in the building.

MOTION WORDING: To approve the Garland Group and Ben Hill Roofing for the purpose of replacing the administration roof section at Gold Dust park.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Gold Dust Parks & Rec. Re-Roof
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, Ga 30180

Date Submitted: 01/15/2018
Proposal #: 25-GA-180042
MICPA # 14-5903

Georgia General Contractor License #: GCCO003281, TAYLOR#GCQA003292

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Cobb County, GA and U.S. Communities. This budget/estimate should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered a competitive bid process for the project with the hopes of providing a lower market adjusted price whenever possible.

Scope of Work: Base Bid

1. Remove all existing roofing components including roof, flashings, attached metal, and insulation down to the metal decking and properly dispose.
2. Inspect the existing metal decking. Wire brush and coat any rusted decking with a rust prohibitive primer at a rate of ½ gallon per 100 square feet.
3. Remove and replace any perforated decking that is beyond repair on a unit cost basis. New metal decking shall be installed in accordance with SDI requirements.
4. Mechanically fasten new polyisocyanurate tapered insulation board to meet a minimum R20 value.
5. Fully adhere a ¼ primed dens deck recovery board to the rigid board insulation using a high-rise insulation adhesive.
6. Install one ply of fiberglass reinforced SBS modified 80 mil underlayment set in a cold applied rubber modified interply adhesive at a rate of 2.5 gallons per 100 square feet.
7. Install one ply of fiberglass reinforced SBS modified membrane set in a cold applied rubber modified interplay adhesive at a rate of 2.5 gallons per 100 square feet.

8. Install three inch (3") perlite cant strips at all curbs and base flashings set in a fibered asphalt mastic.
9. Install new two ply base flashing system at all curbs, walls, and units. Two ply base flashings shall consist of one ply of 80 mil SBS modified base sheet and one ply SBS modified membrane set in cold brush grade
10. All flashing laps shall be terminated using a three course application of fibered asphalt and reinforcement mesh.
11. Install new 4 lb. lead soil stack boots.
12. Install new pitch pans with umbrellas around difficult termination areas.
13. Install new 24 gauge, kynar coated sheet metal details around all units, curbs and surface-mounted counterflashings along walls and parapet walls according to SMACNA applications.
14. All finished roof details shall conform to the material manufacturer's requirements for details so as to provide a Thirty (30) year "no dollar limit" (NDL) watertight warranty to the City of Villa Rica.
15. Contractor is to guarantee all work against defects in materials and workmanship for a period of two (2) years which will be provided to the material manufacturer.

Line Item Pricing : Base Bid

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.05	Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Mineral Surfacing - Metal Deck	\$ 1.82	6700	SF	\$ 12,194
6.16.01	Roof Deck and Insulation Option: METAL ROOF DECK - COLD PROCESS APPLICATION - INSULATION OPTION: - Mechanically Fasten Polyisocyanurate / Adhere High Density Asphalt Coated Wood Fiber with Insulation Adhesive to Provide an Average R-Value of 20 In Compliance FM 1-90 Requirements	\$ 3.22	6700	SF	\$ 21,574
4.54	Insulation Recovery Board & Insulations Options: INSULATION SLOPE OPTION Provide a 1/8" Tapered Polyisocyanurate Insulation System while Maintaining the Average R-Value; Adhered with Insulation Adhesive	\$ 4.20	6700	SF	\$ 28,140
12.12.01	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Cold Process Modified Asphalt: BASE PLY OPTION: - ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type I - 70 lbf/in tensile	\$ 3.01	6700	SF	\$ 20,167

12.32.04	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Mineral Surfaced Cap Sheet Adhered in Cold Process Modified Asphalt: ROOFING MEMBRANE OPTION: - ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 500 lbf/in tensile	\$ 7.40	6700	SF	\$ 49,580
12.32.05	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Mineral Surfaced Cap Sheet Adhered in Cold Process Modified Asphalt: ROOFING MEMBRANE OPTION: - ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 600 lbf/in tensile	\$ 0.05	6700	SF	\$ 335
20.11.05	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt:FLASHING OPTION: - BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 215 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 600 lbf/in tensile	\$ 16.34	1900	SF	\$ 31,046
20.999	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt: - PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application of Flashings	\$ 6.49	1900	SF	\$ 12,331

	Metal Stretch Out - sheet metal details around all units, curbs and surface-mounted counterflashings along walls and parapet walls according to SMACNA applications. 12" 24 ga. Kynar Coated 2 Bends	\$ 7.85	810	LF	\$ 6,359
	Sub Total Prior to Multipliers				\$ 181,726
22.45	JOB SITE SPECIFIC MULTIPLIERS APPLIED TO EACH LINE ITEM ON ASSOCIATE JOB: MULTIPLIER - ROOF SIZE IS GREATER THAN 5,000 SF, BUT LESS THAN 10,000 SF Multiplier Applied when Roof Size is Less than 10,000 SF, but Greater than 5,000 SF Fixed Costs: Equipment, Mobilization, Demobilization, Disposal, & Set-Up Labor are Not Completely Absorbed Across Roof Area	30%		%	\$ 54,518
	Sub-Totals After Multipliers				\$ 236,243

Base Bid Total Maximum Price of Line Items under the MICPA: \$ 236,243

Proposal Price Based Upon Market Experience: \$ 225,780

Garland/DBS Price Based Upon Local Market Competition:

1	Ben Hill Roofing	\$ 225,780
2	Eskola Roofing	\$ 232,978
3	Pride Roofing Inc.	\$ 235,290

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid through 3/31/2018.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Joe Slovasky

Joe Slovasky
Garland/DBS, Inc.
(216) 430-3523



CITY OF VILLA RICA

City Council Agenda Item

SUBJECT: Athletic Uniform Bids

DATE: January 5, 2018

CITY COUNCIL AGENDA DATE: February 6, 2018

PREPARED BY: Vicki D. Coleman, AICP

FISCAL IMPACT:

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: 2018 Operating Supplies Budget

PURPOSE: Presentation of the lowest bid for the athletic uniforms.

BACKGROUND: The Department conducted an invitation to bid for athletic uniforms in December 2017. The City received two bid responses for the athletic uniforms. The unit purchase price results are as follows:

2018 ATHLETIC UNIFORM BIDS		
Sport	Gable Sporting Goods	Cedarstream Company
Spring Baseball/Softball	\$37.40	\$53.00
Baseball/Softball All-Stars	\$45.75	\$52.50
Football	\$33.05	\$48.50
Fall Baseball/Softball	\$20.45	\$28.50

STAFF RECOMMENDATION: Approval of Gables Sporting Goods

IMPACT: Approval of the bid results will result in the lower overall purchase price.

MOTION: To approve the purchase of athletic uniforms from Gables Sporting Goods

MANDATORY BID SUBMITTAL FORM

BID NUMBER: 17-003PR

City of Villa Rica Parks & Recreation Department Athletic Uniforms

Name of Company submitting proposal: Gable Sporting Goods
Address of Company: 6250 Friar Rd. Duluth GA 30134
Contact Person: Robert Hylan
E-mail Address: RRWH1@bellsouth.net
Phone Number: 770-881-1207
Cell Phone #:

Signature: [Signature] Date: 12-15-17

Description:

1.0 **BASEBALL/SOFTBALL** (600 uniforms purchased last season)

PANT- ALLESON 605WAP gray

JERSEY- MAJESTIC MLB REPLICA G223 with 6 inch number on back

HAT- MLB REPLICA

SOCKS- SOLID COLOR

600 x \$37.40
\$22,440

Price per set: Youth: 37⁹⁰ Adult: 37⁴⁰

2.0 **BASEBALL/SOFTBALL ALL-STARS** (200 uniforms purchased last season)

PANT- ALLESON 605WAP white

JERSEY- BADGER 4178 FUSION TEE with 2 color name on front and 6 inch number on back

HAT- PACIFIC 404M with 2 color VR logo

SOCKS- SOLID COLOR

200 x \$45.75
\$9,150

Price per set: Youth: 44³⁵ Adult: 45⁷⁵

3.0 **FOOTBALL** (300 uniforms purchased last season)

JERSEY- CHAMPRO FJ23 JERSEY with 2 color 8 inch numbers on front and back

PANT- MARTIN INTEGRATED PANT

COLORS OF PANTS AND JERSEYS: purple, gold, white, silver, black

30 x \$33.05
\$9,915

Price per set: Youth: 32⁴⁵ Adult: 33⁰⁵

- 4.0 **FALL BASEBALL/SOFTBALL** (200 uniforms purchased last season)
JERSEY- MAJESTIC MLB REPLICA G223 with 6 inch number on back
HAT- MLB REPLICA

Price per set: Youth: 19.95 Adult: 20.45

200 x \$20.45
\$4,090

TOTAL
\$45,595

NOTE: The totals given are approximate numbers per item to be purchased. These totals may be more or less. The sizes and actual number of uniforms are provided at the time of order. Vendor must comply with shipment date. Shipment is required within ten (10) working days or less from the order placement date. The shipping date is very critical.

- Complete City of Villa Rica vendor information packet, if not currently a vendor. Responsive documents are available online at <http://villarica.org/businesses/bids-proposals/>
- Preservation of Rights: The owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities and irregularities. The owner reserves the right to accept the bid, which in the judgment of the Owner, is in their best interest.
- The City of Villa Rica is the sole determiner of a qualified bidder and may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this section may also occur at any time during the effective period of this Contract, or any extension/renewal thereof.
- List of 3 references including Company name, contact person, address, phone number and e-mail. References must have made direct purchases of similar athletic apparel.
- Provide us with samples of all uniform pieces bid.
- The company that is awarded the contract must provide the City of Villa Rica's Parks & Recreation Department with a size run of all uniform pieces within 2 weeks of the contract being awarded.
- Termination of Contract: The City of Villa Rica may, at any time they deem necessary, may terminate this agreements with thirty (30) calendar days written notice.
- Freight Terms: Unless otherwise noted, all freight and shipping must be prepaid. All freight charges must be included in prices submitted on proposal.
- Discounts: Any discounts allowed prompt payment, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

MANDATORY BID SUBMITTAL FORM
BID NUMBER: 17-003PR

City of Villa Rica Parks & Recreation Department Athletic Uniforms

Name of Company submitting proposal:

Address of Company:

Cedarstream company

Contact Person:

Jamie Morris

E-mail Address:

jmorris@cedarstream.com

Phone Number:

770-748-0608

Cell Phone #:

770-546-1751

Signature:

[Handwritten Signature]

Date:

12-15-17

RECEIVED

12/15/17
10:03 am
via e-mail

Slury

Description:

1.0 **BASEBALL/SOFTBALL** (600 uniforms purchased last season)

PANT- ALLESON 605WAP gray (includes belt loop)

JERSEY- MAJESTIC MLB REPLICA G223 with 6 inch number on back

HAT- MLB REPLICA

SOCKS- SOLID COLOR

600 x \$53.00

\$31,800

Price per set: Youth: \$53.00 Adult: \$53.00

2.0 **BASEBALL/SOFTBALL ALL-STARS** (200 uniforms purchased last season)

PANT- ALLESON 605WAP white (includes belt loop)

JERSEY - BADGER 2144 HOOK YOUTH & BADGER 4144 HOOK ADULT with 2 color name on front and 6-inch number on back

HAT- PACIFIC 404M with 2 color VR logo

SOCKS- SOLID COLOR

200 x \$52.50

\$10,500

Price per set: Youth: \$52.50 Adult: \$52.50

3.0 **FOOTBALL** (300 uniforms purchased last season)

JERSEY- CHAMPRO FJ23 JERSEY with 2 color 8 inch numbers on front and back

PANT- MARTIN INTEGRATED PANT

COLORS OF PANTS AND JERSEYS: purple, gold, white, silver, black

300 x \$48.50

\$14,550

Price per set: Youth: \$48.50 Adult: \$48.50

4.0 **FALL BASEBALL/SOFTBALL** (200 uniforms purchased last season)

JERSEY- MAJESTIC MLB REPLICA G223 with 6 inch number on back

HAT- MLB REPLICA

200 x \$28.50

\$5,700

Price per set: Youth: \$28.50 Adult: \$28.50

TOTAL = \$62,550

NOTE: The totals given are approximate numbers per item to be purchased. These totals may be more or less. The sizes and actual number of uniforms are provided at the time of order. Vendor must comply with shipment date. Shipment is required within ten (10) working days or less from the order placement date. The shipping date is very critical.

REFERENCES

Organization _____

REFERENCES

Organization	Rome Floyd Parks + Rec
Contact Person	Betsy Hampson
Mailing Address	1 Shorter Ave.
City, State Zip	Rome, Ga 30115
Telephone Number	706, 251-10430
E-mail	hampsonb@floydcountyga.org
Organization	Carnolton Parks + Rec
Contact Person	Thomas Sutton
Mailing Address	118 South White Street (P.O. Box 452)
City, State Zip	Carnolton, Ga 30112
Telephone Number	770, 834-1127 x 15
E-mail	tsutton@carnolton-ga.gov
Organization	City of Smyrna Parks + Rec Dept.
Contact Person	Richard Garland
Mailing Address	2800 King Street
City, State Zip	Smyrna, Ga 30080
Telephone Number	(), 706-7167-39716
E-mail	(), rgarland@smyrna.gov



CITY OF VILLA RICA

City Council Agenda Item

SUBJECT: Athletic Uniform Bids

DATE: January 12, 2018

CITY COUNCIL AGENDA DATE: February 6, 2018

PREPARED BY: Vicki D. Coleman, AICP, Director

FISCAL IMPACT:

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: 2018 Operating Supplies Budget

PURPOSE: Presentation of the lowest bid for the soccer uniforms.

BACKGROUND: The Department conducted an invitation to bid for soccer uniforms in December 2017. The City received one bid response for the soccer uniforms. The unit purchase price results are as follows:

Krown USA, Inc	
Spring Soccer	\$22.50
Fall Soccer	\$22.50

STAFF RECOMMENDATION: Approval of Krown USA, Inc

IMPACT: Approval of the bid results will result in the lower overall purchase price.

MOTION: To approve Krown USA, Inc as the soccer uniform vendor.

2018 SOCCER UNIFORM BID	
Season	Krown USA Inc.
Spring Soccer	\$22.50
Fall Soccer	\$22.50

MANDATORY BID SUBMITTAL FORM

**BID NUMBER: 17-004PR | Department Athletic Uniforms
City of Villa Rica Parks, Recreation & Leisure Services**

Company Name: KROWN USA INC

Street Address: 278 LAREDO DR.

City/State/ZIP code: Decatur GA-30030

Primary Contact: AMJAD JAVAID (AJ)

E-mail Address: AJ@KROWNSPORTS.COM

Phone Number: (404) 377-8181

Cell Phone Number: (404) 822-7739

Signature: 

Date: 12-14-15

RECEIVED

12/15/17

10:27 am

Via email

Shy

DESCRIPTION

1.0 **SPRING SOCCER**

- 1.1 Recent Estimates: 513 uniform sets purchased last season
- 1.2 (2) JERSEYS – 100% moisture wicking fabric; One (1) navy with gold panels and one (1) gold jersey with navy panels, with the official team name and VR Soccer Association logo on the front and eight inch (8") number on back
- 1.3 (1) – SHORT – navy with gold trim (no logo or screen printing)
- 1.4 SOCKS - SOLID COLOR (2 PAIR) One (1) gold and One (1) navy

Price per set: Youth: \$22.50 Adult: \$22.50

2.0 **FALL SOCCER**

- 2.1 Recent Estimates: 507 uniforms purchased last season
- 2.2 (2) JERSEYS – 100% moisture wicking fabric; One (1) navy with gold panels and one (1) gold jersey with navy panels, with the official team name and VR Soccer Association logo on the front and eight inch (8") number on back
- 2.3 (1) – SHORT – navy with gold trim (no logo or screen printing)
- 2.4 SOCKS - SOLID COLOR (2 PAIR) One (1) gold and One (1) navy

Price per set: Youth: \$22.50 Adult: \$22.50



OPTIONAL:

For any added information to be considered:

NOTES

- All totals provided are approximate numbers per item to be purchased and cannot be guaranteed.
- Sizes for uniforms are to be provided at time of order.
- Vendor shall comply with shipment date. Mandatory shipment within ten (10) business days or less from the date order is placed. The shipping date is very critical.
- The City anticipates two (2) order placements throughout the calendar year. The estimated order timeframes are February and August, 2018.



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Master Trail Plan
CITY COUNCIL AGENDA DATE: February 6, 2018

DATE: January 3, 2018
PREPARED BY: Vicki D. Coleman, AICP

FISCAL IMPACT:
ANNUAL – \$53,450
CAPITAL –
OTHER –

FUNDING SOURCE: 2018 Operating Budget – Professional Services

PURPOSE: The Parks, Recreation and Leisure Services is requesting approval of the Path Foundation to assist with development and implementation of the City's master trail plan.

BACKGROUND: The City Council has approved and implemented capital projects in recent months that will eventually become part of a master trail system. Some of those projects included the construction of the Fullerville trailhead and the approval of a pedestrian underpass in association with the construction of GDOT's North Loop Bypass. As part of the 2018 budget, the City Council approved the Department of Parks, Recreation and Leisure Services to proceed with formalizing a master trail system for the City.

The Department has identified the Path Foundation as an organization to assist with this trail system plan and implementation. The Path Foundation is an organization that specializes in assisting localities with implementing trail system construction around the State of Georgia. The key areas that the Path Foundation will assist the City in the planning effort include the following: developing a master plan; creating design and construction standards; creating logos and project branding; and finally, an implementation strategy and plan with cost estimates.

STAFF RECOMMENDATION: Approval

IMPACT: Approval of this request allows the City to develop a manageable strategy for implementation that can include real estate developer assistance, fundraising, non-profit grants and State transportation funding.

MOTION: To approve the proposal to use the Path Foundation to assist the City with developing a master trail plan.

PROFESSIONAL SERVICES AGREEMENT

Project Name: City of Villa Rica Greenway Trail Master Plan

Location: Villa Rica, Georgia

Client: City of Villa Rica
Parks, Recreation & Leisure Services
646 Industrial Blvd.
Villa Rica, GA 30180
(770) 459-7011
Contact: Vicki Coleman, Director

Consultant: PATH Foundation
1601 W. Peachtree Street
Atlanta, Georgia 30309
(404) 875-7284 x1
Contact: Ed McBrayer, Executive Director

Date: January 2, 2018

The PATH Foundation commends the City of Villa Rica for their pursuit of a greenway trail master plan. To assist, we have compiled the following scope of work for consideration.

SCOPE OF BASIC SERVICES:

Task I – Trail Plan Development

Data Collection and Analysis: Coordinate with the City of Villa Rica to collect and review proposed alternate transportation and recreational plans. Tasks will include:

- Collection of City/County GIS map files (including property ownership), aerial photography and planning documents;
- Collection of current City relevant planning documents including greenway trails, urban trails, and high-quality bicycle roadway facilities;
- Collection of planned roadway changes within the city and adjoining areas;
- Review of all materials and organization of base information for analysis and fieldwork.

Deliverables will include:

- One (1) 24x36 fieldwork base map of the study area with existing and proposed greenway trail routes, roadways, and planned developments.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg)

Trail Plan Development: Field visits will occur to verify all planned trails and to assess additional trail route opportunities. Tasks will include:

- Assessment of planned/proposed routes to identify origins, destinations, opportunities, and challenges;

- Photograph documentation of potential trail route opportunities;
- Preparation of a conceptual greenway trail base map showing all trail route options identified during field work;
- Development of up to four (4) visioning graphics to illustrate existing and potential conditions of proposed greenway trail opportunities.

Deliverables will include:

- One (1) digital (.pdf) 24x36 conceptual greenway trail master plan.
- Four (4) digital visioning graphics (.pdf) to be used for presentation to garner public support and assist in fundraising.
- Summary report of site assessment and greenway trail connectivity in digital format (.pdf)
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg)

Steering Committee Meeting #1: Upon completion of the field work, the preliminary findings will be presented to a steering committee to review and obtain feedback. Tasks will include:

- Attend one (1) steering committee meeting;
- Present preliminary findings and collect trail naming options;
- Collect steering committee input for additional field verification and creating the draft greenway trail plan.

Deliverables will include:

- Digital PowerPoint presentation of existing conditions, planned conditions, and preliminary greenway trail connectivity mapping.
- Meeting summary email with 'next steps' listed for steering committee feedback and comment.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg).

Task II – DRAFT Master Plan

Draft Master Plan: PATH will conduct additional field work based on feedback from the steering committee. The *Task I - Trail Plan* will be revised and a draft of the *City of Villa Rica Trail Master Plan* document will be created. The draft master plan will include the *Task III - Design Standards and Guidelines*.

Deliverables will include:

- One (1) 24x36 presentation board of the draft greenway trail master plan.
- Six (6) copies of the 8.5x11 bound draft master plan document and digital copies (.pdf) as both high resolution for printing and low resolution for ease of email distribution.
- Development of up to two (2) additional visioning graphics to illustrate existing and potential conditions of proposed greenway trail opportunities.

Steering Committee Meeting #2: Upon completion of additional field work and revision of the *Task I – Trail Plan*, the draft *City of Villa Rica Greenway Trail Master Plan* will be presented to a steering committee to review and obtain feedback. Tasks will include:

- Attend one (1) steering committee meeting;
- Presentation of preliminary findings;
- Collection of steering committee input for final revision to greenway trail plan.

Deliverables will include:

- Digital PowerPoint presentation of draft greenway trail master plan.
- Meeting summary email with 'next steps' listed for steering committee feedback and comment.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg).

Public Meeting: PATH will conduct one (1) public meeting upon the request of the City of Villa Rica. The city shall aid with scheduling the meeting, circulation notices/ advertisement, and providing a facility to accommodate the meeting.

Task III – Develop Design Standards and Guidelines

Develop Design Standards and Guidelines: Coordinate with steering committee and develop context sensitive greenway trail standards and guidelines for a variety of elements including: logo, amenities, signage/wayfinding, and construction standards. Specific tasks include:

Trail Naming Development:

Options for the naming of the *City of Villa Rica Greenway Trail Master Plan* will be coordinated through a steering committee. Suggested names will be collected prior to Steering Committee Meeting #1 and additional names will be generated by PATH. All naming options will be placed into a web-based survey for the steering committee to vote for their top naming preferences. The top three (3) naming options will be selected for use during the initial logo development phase.

Trail Logo Development:

Draft logo options will be produced for the *City of Villa Rica Greenway Trail Master Plan*. The draft logo options will be presented during Steering Committee Meeting #2 and feedback will be collected in order select the final naming of the trail system. Feedback on the logo of the selected trail name will be collected during the meeting for continued logo development.

The draft trail logo will be revised per steering committee feedback and final versions of the logo will be presented during Steering Committee Meeting #2 for a final logo selection. Minor modification in size, text and color may occur following the steering committee meeting to achieve a final logo design. The final logo will be designed to print both multi-color and black/white for ease of use. Final deliverables will be the original graphic file containing the chosen trail logo along with image files for ease in reproducing the logo for marketing (.pdf/.tiff/.jpeg).

If additional graphic design options and/or time is determined necessary by the Steering Committee upon completion of the above scope of services, the City of Villa Rica shall further the logo development within a separate contract to achieve a final adopted logo.

Trail Amenities:

Existing city amenity standards will be reviewed. Two (2) separate amenity style/theme families will be produced for the *City of Villa Rica Greenway Trail Master Plan* and presented during Steering Committee Meeting #1. The featured amenities will include: benches, trash receptacles, bollards, bike racks and pet waste stations. The style families will be presented

during the steering committee meeting for discussion and final selection. Amenity manufacturer information will be included. The final deliverable will be an amenities package in digital format (.pdf).

Trail Signage Package:

Two (2) style/theme concepts for the *City of Villa Rica Greenway Trail System* signage will be produced. Sign types to include:

- Informational Trailhead Kiosk Signage
- Secondary Identification Signage
- Regulatory Signage
- Mile Marker Signage

The signage concepts will be presented during Steering Committee Meeting #2 for review and feedback. The final sign selection will be revised based on input and presented during Steering Committee Meeting #3. The final deliverables will be a conceptual image of all trail signage in digital form (.pdf).

Trail Construction Standards:

The *City of Villa Rica Greenway Trail System* construction standards will be presented and presented during Steering Committee Meeting #1 for review/comment. The final construction standards will be presented during Steering Committee Meeting #2 for approval and adoption. Included in the presentation will be the following:

- Trail width
- Trail surface material
- Trail details for construction
- Bridge options
- Boardwalk
- Tree Root Bridging and Protection
- Trail logo
- Trail signage
- Trail amenities
- Intersection details

The design standards will be incorporated into the final *City of Villa Rica Greenway Trail Master Plan*.

Task IV – Implementation Strategy

Implementation Strategy, Cost Estimates and Timeline: Within the final *City of Villa Rica Greenway Trail Master Plan*, an implementation strategy will be outlined. The implementation strategy will include:

- Implementation Phasing – A phasing priority of trail segments to allow ease for permitting/ fundraising/ and construction.
- Cost Estimate - A complete estimation of costs for acquisition/ design/ construction for each trail segment.
- Cost Summary - An overview of the entire trail system's total cost for implementation.
- Timeline - A timeline to provide the necessary information to monitor the implementation process and to insure implementation in scheduled for completion.

Task V – City of Villa Rica Greenway Trail Master Plan

City of Villa Rica Greenway Trail Master Plan: All additional review comments will be incorporated into a final *City of Villa Rica Greenway Trail Master Plan*.

Deliverables will include:

- One (1) 24x36 presentation board of the *City of Villa Rica Greenway Trail Master Plan*.
- Digital versions of master plan graphic as both high resolution for printing and low resolution for ease of email distribution (.pdf/.tiff/.jpeg).
- ArcGIS files of the final trail routes.

Steering Committee Meeting #3: Following Steering Committee Meeting #2 and the Public Meeting, the *Task IV - Implementation Strategy* will be presented to a steering committee to review and obtain feedback. All comments will be included into the Implementation Strategy within the final *City of Villa Rica Greenway Trail Master Plan* and presented to a steering committee for their acceptance. Tasks will include:

- Attend one (1) steering committee meeting;
- Presentation of *City of Villa Rica Greenway Trail Master Plan*.

Deliverables will include:

- Digital PowerPoint presentation of final *City of Villa Rica Greenway Trail Master Plan*.
- Meeting summary email with 'next steps' listed for steering committee feedback and comment.
- Digital files of all deliverables and relevant back-up files (.pdf/.tiff/.jpeg).

City Council Work Session Presentation: PATH will present the final *City of Villa Rica Greenway Trail Master Plan* to city council during a work session to allow for questions and answers prior to adoption. The city shall provide assistance with scheduling the presentation on the work session agenda.

Deliverables will include:

- Ten (10) copies of the 8.5x11 bound draft master plan document and digital copies (.pdf) as both high resolution for printing and low resolution for ease of email distribution.

PROJECT FEE:

Task I –Trail Plan Development	\$6,200.00
Task II – DRAFT Master Plan	11,800.00
Task III – Develop Design Standards and Guidelines	\$10,500.00
Task IV – Implementation Study	\$7,500.00
Task V – City of Villa Rica Greenway Trail Master Plan	14,450.00
Grand Total	\$50,450.00

The PATH Foundation shall receive the above project fee as compensation for the described responsibilities within this professional services agreement. Reimbursable expenses will be billed as incurred and shall not exceed \$3,000.00.

ACCEPTED:

The Client accepts the terms and conditions of this Professional Services Agreement.

PATH Foundation:



 Ed McBrayer

PATH Executive Director

Title



 Date

City of Villa Rica:

 Name

Title

Date

TERMS AND CONDITIONS

The PATH Foundation (PATH) shall perform the services outlined in this agreement for the stated fee arrangement.

1.0 Integration:

This agreement, the attached documents and those incorporated herein constitute the entire agreement between the parties and cannot be changed except by a written instrument signed by both parties. If any term or provision hereunder, or any portion hereof, is held to be invalid or unenforceability of such term(s) or provisions(s) tends to render the agreement commercially useless to either party, in which case the entire agreement shall become null and void.

2.0 Access to Site:

Unless otherwise stated, PATH will have reasonable access to the site for activities necessary for the performance of the services. If reasonable access is not provided and consequently PATH is denied or delayed in performing our services, the associated cost may be viewed as an additional expense.

3.0 Billings/Payment:

Invoices for PATH services shall be submitted, at PATH's option, either upon completion of such services, on a project basis or on a monthly basis and are due when rendered. Client shall promptly review all invoices and provide any concerns in writing to PATH within seven (7) days of receipt.

4.0 Reimbursable Expenses:

Reimbursable expenses are in addition to the professional services and are expenses incurred as a necessary part of producing the work. These expenses include and shall not exceed \$3,000.00 within this contract:

- A. All printing, postage, shipping, and long-distance phone charges necessary to perform the services listed herein.
- B. All travel cost (i.e., air fare, rental car, lodging, meals, etc.) necessary to perform the services listed herein.
- C. All expenses necessary to perform the Final Acceptance site observation listed herein.
- D. Automobile travel necessary to perform the work specified herein will be filled to OWNER at the established IRS allowances in effect at the time the mileage is incurred.
- E. Costs to complete electronic transfers of files will be billed on an hourly basis. This includes creating and e-mailing construction documents as PDF, TIFF, PLT, etc. to the Client or 3rd party, such as contractors or printing companies.

5.0 Additional Services:

Additional services include increase or change in scope of project, major revisions when such revisions are inconsistent with written approvals or instructions previously given, services after award of contract in evaluation of substitutions proposed by the construction contractor, correction of discrepancies between copies of the Contract Documents and the electronic media after the 30-day acceptance period and other services that are not included under professional services. PATH will only perform additional services when authorized in writing by the Client or Client's representative. Hourly rates for this Agreement are as follows:

Principal	\$110.00/hour	Project Manager/Civil Engineer	\$125.00/hour
Professional Staff	\$95.00/hour	Structural Engineer	\$150.00/hour

6.0 Client Furnished Services:

Any services provided by the Client for PATH shall be deemed reliable and PATH shall be entitled to rely on the accuracy and completeness of any services and information furnished.

7.0 Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and PATH, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, PATH's total aggregate liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed total fee or \$50,000, whichever is less. Such causes include, but are not limited to, PATH negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

8.0 Dispute Resolution:

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by negotiation, mediation or arbitration. The parties shall first endeavor to settle the dispute through direct discussions or negotiations. If the dispute cannot be settled through direct negotiations, the parties shall endeavor to settle the dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association. In the event that the parties do not agree to mediation, binding arbitration shall be used to settle the claim, dispute or other matters in question. Arbitration and Mediation proceedings shall be held in Atlanta, Georgia or the closest location of the office of PATH. No written or oral representation during the course of any settlement negotiations or mediation shall be deemed as party admissions. Demand for mediation or arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect. A demand for mediation or arbitration shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for mediation or arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statutes of repose or limitation. A mediation or arbitration pursuant to this article may be joined with a mediation or arbitration involving common issues of law or fact between PATH and any person or entity with whom either party has a contractual obligation to arbitrate disputes. No other mediation or arbitration arising out of or relating to this Agreement shall include by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, or not a party to an agreement with either party, except by written consent containing specific reference to this Agreement, signed by the parties and any other person or entity sought to be joined. Consent to mediation or arbitration involving an additional person or entity shall not constitute consent to mediation or arbitration of any claim, dispute or other matter in question not described in the written consent or with person or entity not named therein. The foregoing agreement to mediate or arbitrate and other agreements to mediate or arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The parties shall share the mediator's fee and any filing fees equally.

9.0 Standard of Care:

PATH shall perform Services for Client in a professional manner, using that degree of care and skill ordinarily expected of by and consistent with the standards of competent consultants practicing in the same or a similar locality as the Project.

10.0 Exchange of Electronic Media:

When exchange of data by electronic media is required by this agreement, the following shall apply:

10.1 Client to PATH

The Client shall deliver to PATH electronic files suitable for use in the format, specification, media and hardware platform (production system) stated in the agreement. PATH shall review the files and accept it within 5 days as being suitable for their use on the project. Within the acceptance period if the data is not determined suitable for use, PATH shall notify the Client in writing of the corrections required. The Client shall make the required corrections and return the files to PATH.

10.2 PATH to Client of Third Parties

PATH shall deliver to the Client contract document files for the production system stated in the agreement. These files are compatible only with the production system stated in the agreement and may not be compatible beyond the specified release of the above-stated production system. PATH agrees that it is responsible for the accuracy of the original sealed documents. If at any time, there exists a difference between the submitted electronic files and the original sealed documents, the original sealed document will govern as the official delivered contract documents.

11.0 Termination of Services:

This agreement may be terminated by written notice by either the Client or PATH should the other fail to perform its obligations hereunder or for no cause. In the event of termination, the Client shall pay PATH for all services appropriately and completely rendered to the date of termination and all associated reasonable reimbursable expenses.

12.0 Ownership of Documents:

Unless otherwise agreed to in writing, all documents, including electronic media, produced by PATH under this agreement, shall be property of both PATH and Client. Client agrees that such documents will not be used for any project not expressly provided for in this agreement without the written consent of PATH, such written consent not to be unreasonably withheld, conditioned or delayed. Any unauthorized use or distribution shall be Client's and any recipient's sole responsibility and without liability to PATH.

13.0 Solicitation of Employees:

During the term of this Agreement, neither party will solicit, hire, or make an offer of employment to an employee of the other party without prior written consent of the other party.

14.0 Delays:

PATH is not responsible for delays caused by factors beyond PATH's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of PATH's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond PATH's reasonable control occur, the Client agrees PATH is not responsible for damages, nor shall PATH be deemed to be in default of this agreement.

15.0 Discovery of Unanticipated Hazardous Materials:

Hazardous materials may exist where there is no reason to believe they could or should be present. PATH and the Client agree that the discovery of unanticipated hazardous materials may constitute a changed condition mandating a renegotiation of the scope of work or termination of services at the election of either party. PATH and the Client also agree that the discovery of unanticipated hazardous materials may make it necessary for PATH to take immediate measures to protect human health and safety, and/or the environment. PATH agrees to notify the Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The Client encourages PATH to take any and all prudent "first aid" measures that in PATH's professional opinion are justified to preserve and protect the health and safety of PATH's personnel and the public, and/or the environment, and the Client agrees to compensate PATH for reasonable additional expense of such work. The Client waives any claim against PATH, and agrees to indemnify, defend and hold PATH harmless from any claim or liability for injury or loss arising from PATH's encountering unanticipated hazardous materials. The Client also agrees to compensate PATH for any time reasonably spent and expenses incurred by PATH in defense of any such claim, with such compensation to be based upon PATH's prevailing fee schedule and expense reimbursement policy. The Client is fully responsible for and assumes all risks associated with such conditions which are properly disclosed and identified in a timely manner.

16.0 Site Operations:

PATH field personnel will avoid hazards and potentially dangerous exposure to and contact with utilities which are visible to them at the site. The Client recognizes that PATH may not identify all subsurface utility lines and man-made objects, and that the information upon which PATH relies may contain errors, may be incomplete, or insufficient. PATH is not responsible for any reasonably unforeseeable damage or loss due to undisclosed or unknown surface, subsurface conditions, owned by Client or third parties. Evaluations of existing buildings require that certain assumptions be made regarding existing conditions, many of which are not able to be reviewed by reasonable visual observation. These assumptions cannot be verified without substantial cost or demolition. Where the detailed investigation of such a condition is not authorized, PATH shall not be responsible for the condition of the existing structure and utilities. The Client understands that actual field conditions may subsequently be found to vary from design assumptions which in turn may alter or increase the scope of the design and/or construction services.

17.0 Construction Activities:

Unless specifically state otherwise, the Client and his contractor(s) are fully and solely liable for all means and methods of construction, temporary bracing and shoring, and construction site safety.

18.0 Governing Law:

Unless otherwise specified, this agreement shall be deemed to be executed in DeKalb County, Georgia and shall be governed by the laws in the State of Georgia. It is agreed that all actions related to this agreement shall be submitted to the jurisdiction of the state or federal courts in the State of Georgia and that the venues for same shall be located in DeKalb County, Georgia.

19.0 Interpretation of Indemnification Provisions:

All the Indemnification Provisions contained in the within Professional Services Agreement and under the Terms and Conditions will be subject to and interpreted under all existing Georgia State law.

By signing the attached proposal for professional services, the client agrees that they have fully read, understand and accept the Terms and Conditions as stated above.



Agenda Item:- _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: 2018 MILL Amphitheater Entertainment/Band Contracts
CITY COUNCIL AGENDA DATE: 01/04/2018

DATE: 12/28/2017

PREPARED BY: Christopher G. Pike

FISCAL IMPACT:

ANNUAL – \$4,500

CAPITAL –

OTHER –

FUNDING SOURCE: General Fund – This is a budgeted item

PURPOSE: To approve the 2018 MILL Amphitheater Headliner Entertainment/Band Contracts

BACKGROUND: In 2018, the management and operation of the MILL Amphitheatre was transferred to the Main Street Office. During several Downtown Meetings and at many City Council Meetings the consistent theme has been the desire to secure headline bands with more name recognition.

December 31, 2018 – Gold Nugget Drop Concert

Option 1: Strutter - KISS Tribute Band - \$4,500

Option 2: Thunder Struck - AC/DC Tribute Band - \$4,500

STAFF RECOMMENDATION: Staff recommends the council select one of the above options for the 2018 Gold Nugget Drop Concert

RECOMMENDED MOTION: I move that we authorize the City Manager to approve all contracts and agreements necessary to engage Option _____ for the 2018 Gold Nugget Drop.

IMPACT: The goal of bringing entertainment with more name recognition will be accomplished creating a better quality of life and addressing citizen's feedback.

2018 Gold Nugget Drop Band Selection

December 31, 2018

Strutter - KISS Tribute Band

<http://strutteronline.webs.com/>

STRUTTER, the longest running KISS tribute band, rocks audiences with an unforgettable mix of classic KISS tunes, fire breathing, blood spitting, smoking guitars, explosive pyrotechnics, authentic costuming, full makeup, staging and special effects.

One of America's top tributes to KISS! Formed by Bill Sabetta (The Demon) and based out of Akron, OH - Strutter has been playing tribute to KISS for close to 20 years all over the world!

Strutter will Rock 'n Roll YOU All Nite!

Thunderstruck: America's AC/DC Tribute

<https://www.thunderstruckus.com/>

Recreating the "Thunder From Down Under" throughout the Southwest, Midwest, Southern and Northeastern United States ...Thunderstruck is constantly adding new cities and aims to please every crowd, playing the songs you know and love from all eras of AC/DC.

Striving to stay true to the AC/DC way, Thunderstruck obsesses over the tones and structures of each song's studio and live versions, also using all the gear necessary to bring the power and entertainment of a genuine AC/DC show. Thunderstruck can bring the High Voltage Rock n' Roll to any theater, ballroom, festival or special event.



CONTRACT
ANY AND ALL RIDERS ATTACHED HERETO ARE MADE A PART HEREOF

This Employment Agreement is being entered into on **12/21/2017** by and between the purchaser and the artist. Whereas, the purchaser of music (herein called "Purchaser") is a business or organization desiring to hire entertainment, and whereas the artist (herein called "Artist") is desiring to furnish the Purchaser their services. Therefore in consideration of the promises of the parties and for other good and valuable consideration as set forth below, the Purchaser agrees to hire the Artist and the Artist agrees to perform for the Purchaser upon the terms and conditions as set forth in this agreement. The agent (herein called "Agency") is Evergreen Music Network Inc.

1. **Engagement:** Mill Amphitheater
106 Temple St. Villa Rica, GA 30180
2. **Purchaser:** Jeff Reese, Mayor / City of Villa Rica
3. **Artist:** Strutter
4. **Engagement Date(s):** Monday, December 31, 2018

Doors / Showtime: N/A / 10:00pm

Other Artists(s): N / A

Performance Time: 10:00pm - 12:00am

Set Length: 1 - 120 minute show + encore
immediately after Gold Nugget drop
and fireworks

Ticket Prices: Free show

5. **Type of Engagement:** Outdoor Concert - RAIN OR SHINE (Cap: 2500)

6. **Full Price Agreed Upon:** **\$4,500.00 (FOUR THOUSAND FIVE HUNDRED US DOLLARS) Flat Guarantee.**
NO TAXES WILL BE WITHHELD FROM FULL PRICE AGREED UPON

7. **Payment:** All payments shall be paid via MONEY ORDER, CASHIERS CHECK, or BANK WIRE in US FUNDS ONLY. Payments are to be made as follows: **Signed contract and 25% Deposit of \$1,125.00 made payable to Evergreen Music Network Inc due immediately. Balance of \$3,375.00 due Artist by City Check payable to Bill Sabetta upon request, prior to performance on day of engagement, paid in full RAIN OR SHINE.** 15% Commission due Evergreen Music Network Inc. by Artist via deposit or within 5 business days post performance if deposit is non-applicable.

Bank Wire Information:

Please include Your Name,
Show Date, & Artist

Wells Fargo Bank N.A - 420 Montgomery Street - San Francisco, CA 94104
Account Name: Evergreen Music Network Inc. Client Trust Account
ABA #: 121 0002 48 Account #: 3463797674

8. **Special Provisions:** PURCHASER agrees to provide, as per Artist's specifications, any and all rider requirements per enclosed rider at no cost to Artist >>i.e.: Sound, Lights, & Monitors w/ tech per Artist's specifications and approval (Production / Advance Contact: TBA), Hospitality to include hot meals with beverages (no alcohol) and Accommodations to include four (4) hotel rooms. ARTIST to provide Backline Equipment, and Ground Transportation. STRUTTER to receive "Headline" billing and to close show. SIGN ALL COPIES OF CONTRACTS AND RIDERS AND RETURN THEM TO OUR OFFICES FOR COUNTER-SIGNATURE VIA EMAIL; KEEP ONE COPY OF THE RIDER FOR YOUR FILE.

Merchandise Rate: 100 to Artist - Artist to Sell

Curfew: N / A

Age Restriction: All Ages

9. **PURCHASER AGREES THAT ATTACHED RIDER(S) AND ADDENDUM(S) BECOME LEGALLY BINDING PARTS OF CONTRACT**
PURCHASER shall pay all other necessary expenses in connection therewith, PURCHASER agrees to pay all sales and **AMUSEMENT, as well as all STATE and FEDERAL** taxes which may result from performance with no deductions whatsoever from artist guarantee according to paragraph 6. It is expressly understood by the purchaser(s) and the Artist who are party to this contract that neither Evergreen Music Network Inc. nor its officers nor its employees or independent contractors are parties to this contract in any capacity and that neither Evergreen Music Network Inc. nor its officers nor its employees or independent contractors are liable for the performance breach of any provisions contained herein. **If the Promoter / Signatory of this contract elect to advertise proposed engagement prior to Agency's receipt of signed contracts and deposit, Promoter / Signatory will be liable for payment of full contracted price.**

Both parties have read, understand, and agree to the conditions and terms of this contract and any riders attached to this agreement.

Jeff Reese, Mayor / City of Villa Rica

Bill Sabetta / Strutter

X

SIGNATURE OF PURCHASER
Address
same as above
Promoter Phone: 678.785.1092
Advance / Local Contact: 770.459.7009 Janet Chumley
Email: jchumley@villarica.com
Website: <https://www.villarica.org/>

X

ARTIST OR AUTHORIZED REPRESENTATIVE
Address
C/o Evergreen Music Network Inc., 38176 Lincoln Trail
North Branch, MN 55056 USA
Phone: 612.799.4979
www.evergreenmusicnetwork.com
Artist website: strutteronline.webs.com

** The above signatures confirm that the parties have read and approve each and all of the "Additional Terms and Conditions" set forth on the reverse side. **
This contract does not conclusively determine the person liable to report and pay employment taxes and similar employer levies under rulings of the U.S. Internal Revenue Service and of some state agencies.

ADDITIONAL TERMS AND CONDITIONS

1. ARTIST shall have the sole and exclusive control over the presentation and production and performance of the engagement hereunder, including, but not limited to, the details, means and methods of the performances of the performing artists hereunder, and ARTIST shall have the sole right as ARTIST may see fit, to designate and change at any time the performing personnel. ARTIST'S obligations hereunder are subject to detention or prevention by sickness, inability to perform, accident, means of transportation, Acts of God, riots, strike, labor difficulties, epidemics, any act or order of any public authority or any other cause, similar or dissimilar, beyond ARTIST'S control.
2. PURCHASER shall not have the right to broadcast or televise, photograph or otherwise reproduce the performances hereunder, or any part thereof. PURCHASER shall not have the right to assign this agreement, or any provisions hereof. Nothing herein contained shall ever be constructed as to constitute the parties hereto as a partnership, or joint venue, or that ARTIST shall be liable in whole or in part for any obligation that may be incurred by PURCHASER in PURCHASER'S carrying out any of the provisions hereof, or otherwise. PURCHASER, in signing this agreement himself, or the person executing this agreement on PURCHASER'S behalf, warrants his authority to do so, and such person hereby personally assumes absolute liability for the payment of said price in full.
3. PURCHASER agrees that the ARTIST shall receive 100% sole star/headline type billing in all advertising and publicity issued by or under the control of the PURCHASER in regard to the engagement hereunder, unless otherwise stated on the face of contract.
4. If outdoor show, PURCHASER will provide covered stage, and ARTIST will be paid "RAIN OR SHINE." This performance is not subject to cancellation by PURCHASER for inclement weather.
5. PURCHASER agrees that the entertainment presentation will not be included in a subscription or any other type of series without the written consent of ARTIST. In the event that payment to ARTIST shall be based whole or in part on receipts of the performance(s) hereunder: (a) the scale of ticket prices must be submitted to and approved by ARTIST'S AGENT or ARTIST before tickets are ordered or placed on sale. (b) PURCHASER agrees to deliver to ARTIST a certified statement of the gross receipts of each such performance upon request, immediately upon arrival, prior to and immediately following such performances, and (c) ARTIST shall have the right to have a representative present in the box office at all times and such representative shall have the right to examine and make extracts from box office record of PURCHASER relating to gross receipts of this engagement only.
6. PURCHASER agrees that there will be no advertising of this engagement until Evergreen Music Network Inc. is in receipt of signed contracts, riders, and deposit moneys. If PURCHASER does advertise, then contract will be binding at ARTIST'S sole discretion. If PURCHASER elects to advertise the proposed engagement prior to Agency's receipt of signed contracts and deposit, PURCHASER will be liable for payment of full contracted price, as outlined in paragraph 6 on the reverse side.
7. If before the date of any scheduled performance it is found that PURCHASER has not performed fully its obligation under any other agreement with any party for another engagement or that the financial credit of the PURCHASER has been impaired, ARTIST may cancel this agreement. PURCHASER may prevent cancellation of this Agreement by Evergreen Music Network Inc. if, within twenty-four (24) hours of PURCHASER'S notice by Evergreen Music Network Inc. of Evergreen Music Network Inc.'s intention to terminate because of lack of financial credibility, PURCHASER tenders payment in full. In event that PURCHASER does not perform fully all of its obligations herein ARTIST shall have the option to perform or refuse to perform hereunder and in either event PURCHASER shall be liable to ARTIST for damages in addition to the full contracted price provided herein.
8. PURCHASER agrees that none of the musical equipment or personal property belonging to the ARTIST / Evergreen Music Network Inc. shall be seized or attached in lieu of any foreseeable or consequential damages. Violation of this clause by PURCHASER shall entitle Evergreen Music Network Inc. to recover actual, consequential, foreseeable, and punitive damages.
9. It is specifically agreed between the ARTIST and PURCHASER that if payment is not received in full prior to the performance of the engagement herein described, ARTIST may retain any deposits paid herein as liquidated damages. This clause shall not prevent the ARTIST from entering into litigation for the purpose of securing any additional awards or judgments, and this clause is also applicable in the instance where balance of the purchase price may be demanded immediately by ARTIST or ARTIST'S AGENT because of financial instability on the part of PURCHASER. The parties acknowledge and agree, for purposes of this section, that the majority of ARTISTS or ARTISTS' AGENT duties have commenced or have been performed prior to the night of engagement, and therefore retention of deposits contemplated herein is reasonable.
10. In the event that the contracted deposit provided herein is not received per specified date, ARTIST and ARTIST'S AGENCY reserve the right to cancel the contracted engagement. If deposit is due immediately upon signing of contract, ARTIST and ARTIST'S AGENCY may determine what is considered reasonable time for right to cancel.
11. PURCHASER agrees that this contract is not subject to cancellation unless ARTIST agrees to such in writing. If PURCHASER cancels this engagement, PURCHASER agrees to forfeit deposit and PURCHASER will upon ARTIST'S demand, pay the balance owed for the entire wage (less deposit), plus damages if any, as agreed upon above.
12. Evergreen Music Network Inc. will expend its best effort to insure completion of this contract by ARTIST. However, PURCHASER understands that Evergreen Music Network Inc. may be forced to cancel this engagement due to various circumstances beyond Evergreen Music Network Inc.'s control, including, but not limited to, the refusal of ARTIST to perform. Should Evergreen Music Network Inc. be required to cancel the engagement, it shall give notice as soon as possible to PURCHASER and shall, at PURCHASER'S option reschedule date, or return deposit to PURCHASER, and cancel agreement.
13. PURCHASER agrees that any breach by PURCHASER of this Agreement and any attachments hereto shall release ARTIST from performance under this Agreement and PURCHASER is subject to forfeiture of all moneys due.
14. Evergreen Music Network Inc. acts only as a broker between ARTIST and PURCHASER and assumes no liability whatsoever hereunder.
15. ARTIST executes this Agreement as an independent contractor, not as PURCHASER'S employee.
16. This agreement may not be changed, modified or altered unilaterally. Any and all changes and modifications must be submitted in writing and signed by both parties. This agreement shall be constructed in accordance with the laws of the State of Minnesota. Nothing in this agreement shall require the commissions of any act contrary to law or to any rule or regulation of any union, guild or similar body having jurisdiction over the performances hereunder or any element thereof and wherever or whenever this is in any conflict between any provision of this Agreement and any such law, rule or regulation shall prevail and this shall be curtailed, modified or limited only to the extent necessary to eliminate such conflict.
17. Any claim or dispute arising out of this agreement or the breach thereof shall be submitted to the Courts of General Jurisdiction in the State of Minnesota. Attorney's fees and costs shall be awarded to the prevailing party. Any judgment obtained in violation of terms of this Agreement (see clause #12) is completely unenforceable.
18. PURCHASER acknowledges that for Evergreen Music Network Inc.'s efforts, PURCHASER would not have had the opportunity or ability to negotiate directly with the ARTIST. Therefore, in the event PURCHASER (including its agents, successors, or assigns) within two (2) years of date of this agreement, enters into a contract with the ARTIST described herein, PURCHASER and ARTIST agree that Evergreen Music Network Inc. shall be entitled to a commission of 15% of the contract price.

STRUTTER RIDER

To ensure a smooth show without complications and an enjoyable time had by All, the following are the technical requirements for STRUTTER

FOH

Full range PA system capable of a clean 107 Db. From 150 feet out from stage. Prefer Line array system.

24-32 channel console (preferably digital) Berheinger X 32, Yamaha, Midas, Soundcraft,

At least Two onsite sober technicians with full knowledge of all equipment.

1 digital delay

1 digital reverb

1 31 band Eq for mains

4 noise gates

8 compressors

24 mics/cables/stands

Monitors:

Preferred 24 channel on stage mix: will accept 4 mixes from foh if digital console.

6 full range wedges with 15's

At least 3500-5000 watts for monitors alone.

1 full range drum mix

Lighting:

30-50 rear par cans (Prefer LED cans) with controller.

Lights MUST Have Black OUT capability

16 to 32 front wash cans.

8 to 12 ACLS.

1-2 Follow spots with operator.

STAGE: ideal stage 40x30x4 with covered roof. Minimum 24x16x4 with stair or ramp access from bothsides . If CRE is headlining a stage deep enough for openers to set up in front of Strutter equipment.

4 separate 20 amp circuits for Specials in addition to regular stage power.

1 upstage center for Laser

1 at each front corner of riser for foggers (2).

1 center stage in front of riser

Power drops for down stage and up stage.

low end cabinets not stacked on stage deck

Load out lights for night time tear down.

**** RISER:** very important 8 x 8 x 2 foot riser placed center stage at rear of stage for drums and keyboards.

1 Gallon of Fog Juice water based

Billing: On ALL marketing, advertising and web sites artist is to be billed as: *Strutter "The World's Premier Kiss Show"*

Lodging: 6 Business class HOTEL ROOMS as close to show site as possible. (Comfort Suites, Holiday Inn Express, Courtyard by Marriot or like hotel)

With Free Wi-Fi, parking and breakfast

1 runner to take band/driver to and from Hotel in a large van or suv

Parking: parking as close to stage as possible

LOAD IN/OUT: 2 to 4 sober able bodied STAGEHANDS for LOAD IN AND LOAD OUT

If more than 4 steps are in route to stage 6-8 loaders will be needed for lifting.

Loading: A solid pathway from loading zone to stage, if the surface is gravel, sand, grass or anything not solid a pathway of plywood will be needed to be laid out for equipment to be rolled across smoothly as to not risk injury.

Guests 15 guest passes at no charge to band.

Hospitality

We would greatly appreciate the following items

Private clean air conditioned dressing room ready by sound-check with the following:

1 bottle of baby oil

1 bottle of baby powder

1 pack of food coloring

1 bottle of Kayro corn syrup

10 chairs or couches to seat up to 10 people

Full length mirror

1 long table

Cooler with iced water ,cups, napkins, plates and plastic utensils

8 hand towels.

1 pot of hot coffee w/ reg/decaf/green tea

4 5 hr energy drinks or 6 pack of Monster Energy drinks

1 6 pack of Coke

1 six pack of Mt.Dew

2 cases of water - 1 for dressing room / 1 for stage.

Fruit and vegetable tray with ranch dip.

2 8 packs of Powerade or Gatorade/ G2 various flavors.

Assorted snacks ie. pretzels, crackers, peanuts.

8 Hot Meals for band and crew.

After show Deli tray w/lettuce, 2 loafs of whole wheat bread,

Various meats & cheeses, pickles, lettuce etc. and condiments.

Any Questions please contact:

Roger Anderson, Roger@EvergreenMusicNetwork.com

Ph: 612.799.4979

Trans American Talent

7629 Montgomery rd.
Cincinnati * Ohio * 45236
513-898-9190

Personal Services Agreement

This agreement made this **28th of November 2017**

Between: **Dave Moody** for **Thunderstruck** (hereinafter referred to as "ARTIST") and **Janet Chumley**
Main Street Manager-City of Villa Rica (hereinafter referred to as "BUYER")

It is mutually agreed between the parties as follows: the BUYER hereby engages the ARTIST and the ARTIST hereby agrees to perform the engagement herein after provided, upon all the terms and conditions set forth, including those hereof.

1: ARTIST: **Thunderstruck America's AC/DC**

2: PLACE OF ENGAGEMENT: *The MILL amphitheater 106 Temple St, Villa Rica, Georgia 30180* *NYE*
Gold Nugget Drop 2018

3. DATE(S) Of ENGAGEMENT: **Monday Dec 31, 2018 NYE**

4. SHOW TIME (S) **1 120 min show.**

5. REPORT TIME: approx. 2 pm. .

6. AGREED COMPENSATION: **\$4500.00 + 4 dbl Hotel rooms**

7. PAYMENT TERMS: **balance paid Day of Show.**

8. DEPOSIT AMOUNT **15% deposit of \$675.00 Payable to St.Charles Holdings**

9: ADDITIONAL TERMS AND CONDITIONS: **Production/Loaders/Hospitality**

_____	<i>Dave Moody</i>	<i>11/28/17</i>
BUYER	ARTIST	DATE

The above signatures confirm that both parties have read and approved all terms and conditions

Thunderstruck RIDER

To ensure a smooth show without complications and an enjoyable time had by All, the following are the technical requirements for Thunderstruck

FOH

Full range PA system capable of a clean 107 Db. From 150 feet out from stage. Prefer Line array system.

24-32 channel console (preferably digital) Berheinger X 32, Yamaha, Midas, Soundcraft,

At least **Two onsite sober technicians** with full knowledge of all equipment.

1 digital delay

1 digital reverb

1 31 band Eq for mains

4 noise gates

8 compressors

24 mics/cables/stands

Monitors:

Preferred 24 channel on stage mix: will accept 4 mixes from foh if digital console.

6 full range wedges with 15's

At least 3500-5000 watts for monitors alone.

1 full range drum mix

Lighting:

30-50 rear par cans (Prefer LED cans) with controller.

16 to 32 front wash cans.

8 to 12 ACLS.

1-2 Follow spots with operator.

STAGE: ideal stage 40x30x4 with covered roof. Minimum 24x16x4 with stair or ramp access from **both sides** . If **Thunderstruck** is headlining a stage deep enough for openers to set up in front of **Thunderstruck** equipment.

Load out lights for night time tear down.

**** RISER: very important 8 x 8 x 4 foot riser** placed center stage at rear of stage for drums.

Any Questions please call Dave Moody 502-489-1886 davehawwmoody@hotmail.com

Page 2

Billing: On ALL marketing, advertising and web sites artist is to be billed Exactly As: **AMERICAS AC/DC Thunderstruck**

Lodging: 4 Business class HOTEL ROOMS as close to show site as possible. (Comfort Suites, Holiday Inn Express, Courtyard by Marriot or like hotel)

With Free Wi-Fi, parking and breakfast

Parking: parking as close to stage as possible

LOAD IN/OUT: 2 to 4 sober able bodied STAGEHANDS for LOAD IN AND LOAD OUT

If more than 4 steps are in route to stage 6-8 loaders will be needed for lifting.

Loading: A solid pathway from loading zone to stage, if the surface is gravel, sand, grass or anything not solid a pathway of plywood will be needed to be laid out for equipment to be rolled across smoothly as to not risk injury.

Guests 15 guest passes at no charge to band.

Hospitality

We would greatly appreciate the following items

Private clean air conditioned dressing room ready by sound-check with the following:

10 chairs or couches to seat up to 10 people

Full length mirror

1 long table
Cooler with iced water ,cups, napkins, plates and plastic utensils
8 hand towels.
1 pot of hot coffee w/ reg/decaf/green tea
1 6 pack of Coke
1 six pack of diet Mt.Dew
2 cases of water - 1 for dressing room / 1 for stage.
Fruit and vegetable tray with ranch dip.
2 8 packs of Powerade or Gatorade/ G2 various flavors.
Assorted snacks ie. pretzels, crackers, peanuts.
7 Hot Meals for band and crew.

After show 3 large pizzas or Deli tray w/lettuce,
2 loafs of whole wheat bread,
Various meats & cheeses, pickles, lettuce etc. and condiments.
Catering can be bought out for \$150.00

Signature - Buyer / Agent



CITY OF VILLA RICA

City Council Packet

SUBJECT: Villa Rica Main Street Arts Coalition | ArtsFest
CITY COUNCIL AGENDA DATE: 02/01/2018

DATE: 01/26/2018

PREPARED BY: Christopher G. Pike

FISCAL IMPACT:

ANNUAL – \$3,055

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: General Fund. In the 2018 Budget passed by the City Council, \$15,000 was allocated for the Community Development Grant Program

PURPOSE: : The Villa Rica Community Development Grant Program has been established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the City. The City intends the grant program to be used to increase economic activity by bringing tourists to the City through the development of local events, festivals, and sporting events. Eligibility is broadly defined to encourage wide participation and innovative proposals.

BACKGROUND: The Villa Rica Arts Coalition is an organization dedicated to promoting the ARTS throughout West Georgia.

In its 10th year, the Villa Rica Arts Fest features artist and live entertainment from around Georgia. Food vendors on site as well as local shops and restaurants adjacent to festival grounds. Event is free to the public. The Villa Rica Arts Fest is scheduled for Saturday April 14, 2018 at the MILL Amphitheatre.

STAFF RECOMMENDATION: Staff recommends funding from the Community Development Grant Fund of \$3,055

IMPACT: POSITIVE: Important financial assistance will be giving to a program that is culturally and economically beneficial to the City of Villa Rica. NEGATIVE: \$3,055 will be deducted from the Annual Community Development Grant Fund.

RECOMMENDED MOTION: I move that we approve \$3,055 from the Community Development Grant Program Fund to Support the 2018 Villa Rica Arts FEST.



Villa Rica Community Development Grant Program

Program Goals

The Villa Rica Community Development Grant Program has been established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the City. The City intends the grant program to be used to increase economic activity by bringing tourists to the City through the development of local events, festivals, and sporting events. Eligibility is broadly defined to encourage wide participation and innovative proposals. The core goal of the program is:

- To promote the City of Villa Rica within the City boundary and beyond;
- To provide support for local community groups or tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code who promote the City;
- To enhance neighborhood vitality and economic development so that all citizens and visitors may participate in the diverse cultural life of the City; and
- To promote the businesses within the City.

Funding Source and Application Due Date

The program receives its funding from the City of Villa Rica General Fund in an annual appropriation by the City Council. Please note that the City is not obligated to award funding dollars. The funds are awarded on a competitive basis.

2017 Available Funds: \$15,000

Application Due Date: At least fourteen (14) calendar days prior to any regularly scheduled Council Meeting.

Submit Applications to: The Villa Rica Community Development Grant Program
Attn: Villa Rica City Manager
571 W. Bankhead Hwy.
Villa Rica, GA 30180

Eligible Activities

The City of Villa Rica believes that assisting local community-minded groups is an investment in the continued quality growth of the City. For this reason, the City views its financial assistance role as that of a catalyst, helping to augment and strengthen activities. Such activities that may be considered for funding include projects, festivals, special events, sporting events and programs that promote eligible tourism and cultural activities within the City. All funded activities must take place within the City of Villa Rica, promote the City, and be available and open to the general public.



Villa Rica Community Development Grant Program

Section A: Applicant

- Name of Organization: Villa Rica Main Street Arts Coalition
Contact Person (if different than above): Hallie Henrickson
- Mailing Address: 220 Eagles Flight
- Telephone Day: 770 313 1760 cell Evening: _____
- Email: hallie110@comcast.net 5. FAX (optional): _____
- Date of Tax Exempt Number and date of Incorporation in Georgia: Incorporated 11/15/16. Non-profit corporation EIN - 47-5523996. Under application for 501c3.
- Number of Years in City of Villa Rica: 1 1/2
- Have you ever received funds from the City of Villa Rica? No If Yes, most recent funding amount? _____
Were there any residual funds at the completion of the project? _____ If Yes, how much? _____

Section B: Project

- Project Title: ArtFEST
- Scheduled Start and End Dates: One day event - Sat. April 14, 2018
- Hours of Operation Each Day: 10 AM - 5 PM
- Amount Requested: _____ 5. Funds Disbursement Date: _____

Section C: Certification

Hallie Henrickson _____ Date 11/23/18
Signature of Authorized Official/Individual
Hallie Henrickson _____ Board President
Printed Name of Authorized Official/Individual Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: _____ Approved by: _____ Date: _____ Grant Amount: _____

2018

mgrizzard@villarica.org

Sample Event Budget

Provide a spreadsheet printout or similar chart to accompany your Villa Rica Community Partnership Grant application.

EXPENSES	AMOUNT \$
Facility rental	525
Electrical 10 booths	150
Parking	
Security	315
Food	
Service labor 28 hrs @ 25 st	700
Entertainment	
Speakers	
Transportation	
Hotels	
Equipment rental: 4 5 tents 25 ⁰⁰	1125
Tables 3 5 ⁰⁰	15
Chairs 50 @ .50	25
Linens	
Glassware	
China	
Flatware	
Stage	
Sound System	200
Projector/Screen/Computer	
Decorations	
Favors/T-shirts/Incentives	
Graphic Design/Artwork	

~~Advertising~~ total

3,055



CITY OF VILLA RICA

City Council Packet

SUBJECT: Purchase of 2 tractors and 2 bush hogs

CITY COUNCIL AGENDA DATE: 2/1/18

DATE: 1/22/18

PREPARED BY: Charles Davis

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$114,333.50

OTHER –

FUNDING SOURCE: Carroll County SPLOST 321-4210-542500

PURPOSE: To replace both our current 2002-year model tractors and bush hogs that are in poor condition due to age and hours used. This will allow our staff to be more productive on grass cutting duties. It will also reduce equipment maintenance costs and delays in cutting grass while they are being repaired. These tractors also have enclosed cabs for the safety of our operators as required by OSHA and GIRMA for new equipment. They also have 5 year warranties.

BACKGROUND: These tractors are used to maintain our right of ways on all our roads and right of ways. The ones we currently have are 16 years old and require frequent expensive repairs.

STAFF RECOMMENDATION: Staff recommends that we purchase these tractors and bush hogs from SunSouth LLC for \$114,333.50 as budgeted on State Contract pricing.

IMPACT: Capital Funds are available in the 2018 budget to purchase this equipment on State Contract.

MOTION: I move that we authorize the purchase of the two tractors and two bush hogs from SunSouth LLC for an amount not to exceed \$114,333.50.



Quote Id: 16651557

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

SunSouth LLC
43 Oak Grove Road
Carrollton, GA 30117
770-838-9696
jdenney@sunsouth.com

Prepared For:
City Of Villa Rica

Proposal For:
City Of Villa Rica

Delivering Dealer:

Michael Hubbard

SunSouth LLC
43 Oak Grove Road
Carrollton, GA 30117

jdenney@sunsouth.com

Quote Prepared By:

Michael Hubbard
mhubbard@sunsouth.com

Date: 12 January 2018

Offer Expires: 14 February 2018

Confidential



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

SunSouth LLC
43 Oak Grove Road
Carrollton, GA 30117
770-838-9696
jdenney@sunsouth.com

Quote Summary

Prepared For:

City Of Villa Rica
GA
Home : 770-550-6088

Delivering Dealer:

SunSouth LLC
Michael Hubbard
43 Oak Grove Road
Carrollton, GA 30117
Phone: 770-838-9696
mhubbard@sunsouth.com

Quote ID: 16651557
Created On: 12 January 2018
Last Modified On: 12 January 2018
Expiration Date: 14 February 2018

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5100E Utility Tractor	\$ 53,000.70 X	1 =	\$ 53,000.70
SunSouth Service Guarantee	\$ 0.00 X	1 =	\$ 0.00
Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M)			
Price Effective Date: January 12, 2018			
JOHN DEERE 5075E Utility Tractor	\$ 38,256.28 X	1 =	\$ 38,256.28
SunSouth Service Guarantee	\$ 0.00 X	1 =	\$ 0.00
Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M)			
Price Effective Date: January 12, 2018			
JOHN DEERE CX15 Flex-Wing Rotary Cutter - 540 RPM- Stump Jumpers - Single Suction Blades	\$ 18,179.70 X	1 =	\$ 18,179.70
Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M)			
Price Effective Date: January 12, 2018			
JOHN DEERE HX6 Lift-Type Rotary Cutter - 540 RPM PTO	\$ 4,896.82 X	1 =	\$ 4,896.82
Contract: GA Tractors & Mowers 99999-001-SPD0000102 (PG 2M)			
Price Effective Date: January 12, 2018			
Equipment Total			\$ 114,333.50

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

SunSouth LLC
43 Oak Grove Road
Carrollton, GA 30117
770-838-9696
jdenney@sunsouth.com

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 114,333.50
Trade In	
SubTotal	\$ 114,333.50
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 114,333.50
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 114,333.50

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE**

Selling Equipment

Quote Id: 16651557

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**SunSouth LLC
43 Oak Grove Road
Carrollton, GA 30117
770-838-9696
jdenney@sunsouth.com

JOHN DEERE 5100E Utility Tractor

Hours:

Stock Number:

Contract: GA Tractors & Mowers 99999-001-SPD0000102
(PG 2M)Selling Price *
\$ 53,000.70

Price Effective Date: January 12, 2018

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697BLV	5100E Utility Tractor	1	\$ 52,210.00	18.00	\$ 9,397.80	\$ 42,812.20	\$ 42,812.20
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 9,117.00	18.00	\$ 1,641.06	\$ 7,475.94	\$ 7,475.94
2120	Air Suspension Seat	1	\$ 710.00	18.00	\$ 127.80	\$ 582.20	\$ 582.20
3025	Deluxe Cornerpost Exhaust	1	\$ 503.00	18.00	\$ 90.54	\$ 412.46	\$ 412.46
3330	Triple Stackable Rear Deluxe SCV's with Lever Control	1	\$ 853.00	18.00	\$ 153.54	\$ 699.46	\$ 699.46
3420	Dual Stackable Mid Valves with Joystick Control	1	\$ 1,242.00	18.00	\$ 223.56	\$ 1,018.44	\$ 1,018.44
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 12,425.00		\$ 2,236.50	\$ 10,188.50	\$ 10,188.50
Value Added Services							
	SunSouth Service Guarantee	1	\$ 0.00			\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 53,000.70
Total Selling Price			\$ 64,635.00		\$ 11,634.30	\$ 53,000.70	\$ 53,000.70

**JOHN DEERE**

Selling Equipment

Quote Id: 16651557

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**SunSouth LLC
43 Oak Grove Road
Carrollton, GA 30117
770-838-9696
jdenney@sunsouth.com

JOHN DEERE 5075E Utility Tractor

Equipment Notes:**Hours:****Stock Number:****Contract:** GA Tractors & Mowers 99999-001-SPD0000102
(PG 2M)**Selling Price ***
\$ 38,256.28**Price Effective Date:** January 12, 2018

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1756LV	5075E Utility Tractor	1	\$ 27,526.00	18.00	\$ 4,954.68	\$ 22,571.32	\$ 22,571.32
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser Transmission - 540/540E (PR)	1	\$ 2,692.00	18.00	\$ 484.56	\$ 2,207.44	\$ 2,207.44
1725	Loader Prep Package	1	\$ 1,369.00	18.00	\$ 246.42	\$ 1,122.58	\$ 1,122.58
2050	Standard Cab	1	\$ 7,525.00	18.00	\$ 1,354.50	\$ 6,170.50	\$ 6,170.50
3420	Dual Mid Valves with Joystick Control	1	\$ 1,168.00	18.00	\$ 210.24	\$ 957.76	\$ 957.76
5185	16.9-28 In. 6PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	Mechanical Front Wheel Drive (MFWD)	1	\$ 5,322.00	18.00	\$ 957.96	\$ 4,364.04	\$ 4,364.04
6101	9.5-24 In. 6PR R1 Bias	1	\$ 1,052.00	18.00	\$ 189.36	\$ 862.64	\$ 862.64
Standard Options Total			\$ 19,128.00		\$ 3,443.04	\$ 15,684.96	\$ 15,684.96
Value Added Services							
	SunSouth Service Guarantee	1	\$ 0.00			\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 38,256.28
Total Selling Price			\$ 46,654.00		\$ 8,397.72	\$ 38,256.28	\$ 38,256.28



Selling Equipment

Quote Id: 16651557

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

SunSouth LLC
43 Oak Grove Road
Carrollton, GA 30117
770-838-9696
jdenney@sunsouth.com

JOHN DEERE CX15 Flex-Wing Rotary Cutter - 540 RPM- Stump Jumpers -

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: GA Tractors & Mowers 99999-001-SPD0000102
(PG 2M)

\$ 18,179.70

Price Effective Date: January 12, 2018

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
225FP	CX15 Flex-Wing Rotary Cutter - 540 RPM- Stump Jumpers - Single Suction Blades	1	\$ 23,322.00	23.00	\$ 5,364.06	\$ 17,957.94	\$ 17,957.94
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1200	21.0" x 5.25" x 9.00" Puncture-Proof Laminated Tires	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
1620	Front Safety Shield - Second Row Chain	1	\$ 144.00	23.00	\$ 33.12	\$ 110.88	\$ 110.88
1720	Rear Safety Shield - Second Row Chain	1	\$ 144.00	23.00	\$ 33.12	\$ 110.88	\$ 110.88
Standard Options Total			\$ 288.00		\$ 66.24	\$ 221.76	\$ 221.76
Suggested Price							\$ 18,179.70
Total Selling Price			\$ 23,610.00		\$ 5,430.30	\$ 18,179.70	\$ 18,179.70

JOHN DEERE HX6 Lift-Type Rotary Cutter - 540 RPM PTO



JOHN DEERE

Selling Equipment

Quote Id: 16651557

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:

SunSouth LLC
43 Oak Grove Road
Carrollton, GA 30117
770-838-9696
jdenney@sunsouth.com

Equipment Notes:

Hours:

Stock Number:

Selling Price *

Contract: GA Tractors & Mowers 99999-001-SPD0000102
(PG 2M)

\$ 4,896.82

Price Effective Date: January 12, 2018

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
219HP	HX6 Lift-Type Rotary Cutter - 540 RPM PTO	1	\$ 5,661.00	23.00	\$ 1,302.03	\$ 4,358.97	\$ 4,358.97
Standard Options - Per Unit							
0202	United States of America	1	\$ 0.00	23.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BP18447	Front Safety Shield - Chain	1	\$ 359.70	23.00	\$ 82.73	\$ 276.97	\$ 276.97
BW14484	Rear Safety Shield	1	\$ 338.80	23.00	\$ 77.92	\$ 260.88	\$ 260.88
Dealer Attachments Total			\$ 698.50		\$ 160.66	\$ 537.85	\$ 537.85
Suggested Price							\$ 4,896.82
Total Selling Price			\$ 6,359.50		\$ 1,462.68	\$ 4,896.82	\$ 4,896.82



5100E

Utility Tractor

★★★★★ (6) Recommended by 83.3%

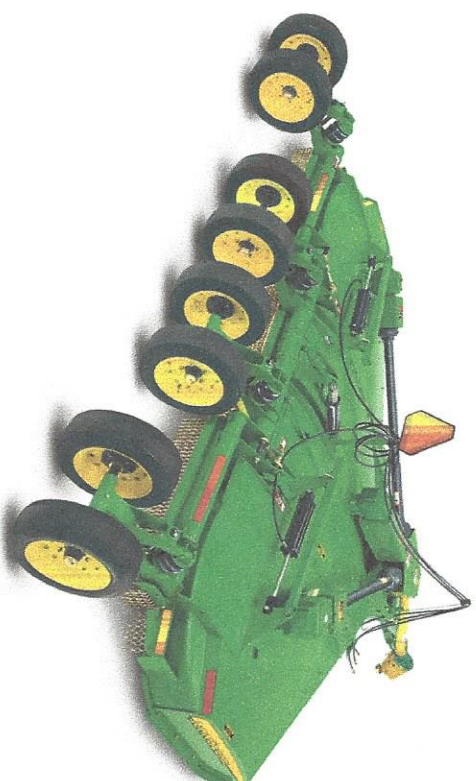
- John Deere PowerTech™ Diesel Engine with FT4 emissions compliance
- Cab or open operator station available

Build Your Own

- [Contact a Dealer >](#)
- [View Product Brochure >](#)
- [Request a Demo >](#)



JOHN DEERE 5075E



CX15

Flex-Wing Rotary Cutter

- More durable gearboxes
- Flex-wing CV driveline
- Easy-clean
- Safety tow chains for extra support

Build Your Own

[Contact a Dealer >](#)

[View Product Brochure >](#)



HX6

Rotary Cutter

- Gearcases and blade holders provide better performance
- Deep-cutting chamber provides a better shredding action
- Front and rear safety chains are standard for

Build Your Own

[Contact a Dealer >](#)

[View Product Brochure >](#)



CITY OF VILLA RICA

City Council Packet

SUBJECT: Identification of Potential Groundwater Well Locations

CITY COUNCIL DATE: February 6, 2018

DATE: January 24, 2018

PREPARED BY: Tom Barber, City Manager

FISCAL IMPACT: Phase One cost not to exceed \$9,700.00

FUNDING SOURCE: Water & Sewer Fund

PURPOSE: To engage PetroLogic Solutions to determine the optimum drilling locations for groundwater wells for irrigation, potable water, and fire protection within the City of Villa Rica.

BACKGROUND: PetroLogic Solutions assists communities like Villa Rica as they decide where to drill groundwater wells. Dr. Randy Kath is a professor at the University of West Georgia and is very familiar with both Carroll and Douglas County. He has been asked to evaluate various sites within the City as we consider drilling additional wells for park irrigation, potable water, and fire protection in the Liberty Road/Pool Road area. Dr. Tom Crawford would assist with the project as well.

STAFF RECOMMENDATION: Staff recommends that we engage PetroLogic Solutions to perform phase one of the attached proposal.

MOTION: I move that the City Council authorize the City Manager to engage PetroLogic Solutions to perform phase one of the attached proposal, dated January 3, 2018 for an amount not to exceed \$9,700.00.

PetroLOGIC Solutions Inc

3997 Oak Hill Road
Douglasville, GA 30135
Tel: (678) 313-4146
email: rlkath@comcast.net



January 3, 2018

City of Villa Rica
571 W. Bankhead Highway
Villa Rica, Georgia 30180

Attn: Mr. Tom Barber

RE: SCOPE OF WORK AND COST FOR PROFESSIONAL SERVICES TO DETERMINE OPTIMUM GROUNDWATER WELL LOCATIONS, CITY OF VILLA RICA PARKS, DEVELOPMENT OF EXISTING WELLS FOR POTABLE WATER, AND EXPLORATION AND DEVELOPMENT OF NEW WELLS FOR FIRE PROTECTION

Dear Mr. Barber:

Petrologic Solutions, Inc. (Petrologic) is pleased to present this proposal for developing groundwater for the project referenced above. The scope of work and cost estimate is based on information presented during a telephone conversation and subsequent meeting between Petrologic and Mr. Tom Barber, City of Villa Rica (City). Based on these communications, Petrologic understands that the City would like to develop groundwater sources for irrigation at each of its parks. Additionally, Petrologic understands that the City would like to explore and develop groundwater supplies to add extra capacity to its existing infrastructure and to develop groundwater sources for fire protection near Liberty Road, south of I-20.

BACKGROUND

Petrologic has significant experience with developing water supply for a variety of end uses. Over the past 30 years, we have worked closely with the US Geological Survey (USGS) to develop groundwater exploration and development techniques in igneous and metamorphic rock aquifer systems in the southeastern United States. Many of the results of these projects have been published as Water Resources Investigation series reports by the USGS (see Williams *et al.*, 2005). Additionally, Petrologic has developed a new pumping test methodology for estimating maximum sustainable yields from wells drilled in the Piedmont/Blue Ridge areas of Georgia (Kath and Crawford, 2006; Kath *et al.*, 2004).

The list below is a partial accounting of recent groundwater exploration and development projects completed by Petrologic for both public and private entities in North Georgia that are similar in scope to that requested by the City of Villa Rica:

- Douglas County Parks and Recreation (Hunter Park and Boundary Waters Park)
- Gwinnett County Public Schools (irrigation wells, ~ 250 gpm)
- University of Georgia Experiment Station (~450 gpm)
- University of West Georgia (irrigation wells, ~ 180 gpm)
- City of Lawrenceville (developed 1.8 MGD, <http://pubs.usgs.gov/sir/2005/5136/>)
- City of Griffin (developed 2.8 MGD, six production wells)
- City of Hampton (currently pumping two production wells)
- City of Suwanee (production and irrigation wells)

- Pike County Water Authority (groundwater exploration)
- City of Roopville (groundwater management)
- Chappell Mill Tree Farm (210 gpm from one well)
- Rocky Creek Nursery (90 gpm from one well)
- Walton County (~500 gpm from one well)
- Crystal Falls Golf Community (205 gpm from two wells)
- 9 other Golf Courses
- University of Georgia (6 new facilities)
- 35 Public Schools for athletic field irrigation)
- Groundwater evaluation for well-site selection of several hundred individual home owners and farmers; particularly poultry farmers.
- City of Temple Parks and Recreation (200+ gpm from one well)

More specifically, Petrologic has provided hydrogeologic services within Douglas and Carroll Counties, including detailed geologic mapping (1:24,000 scale) throughout most of Villa Rica area. This work was performed, in part, based on the need for a site-specific, detailed understanding of geologic controls for use in well siting and/or development at some of the parks owned by the City. Use of this extensive resource of unpublished geologic mapping will allow Petrologic to reduce the overall cost of hydrogeologic evaluations for the individual parks. The scope of work, presented below, describes the technical approach that Petrologic recommends to achieve the project objectives.

SCOPE OF WORK

The scope of work, as follows, is consistent with the technical approach that has been successfully employed by Petrologic on numerous other projects in the Piedmont/Blue Ridge provinces of Georgia.

Phase I- Hydrogeologic Site Assessment

Task I – Kick Off Meeting

A kickoff meeting will be attended by Petrologic with representatives of the City to discuss logistical and infrastructure limitations for siting wells at each of the parks and other exploration/development areas. During this meeting, we would like to identify and collect existing documents relevant to subsurface conditions in proposed exploration areas, including property maps, reports from previous groundwater investigations, pumping test reports for existing wells, and borehole logs from soil and/or rock drilling.

Petrologic will review this information along with other publically available information and develop based maps for use in geologic mapping.

Task II – Geologic Evaluation and Well Siting

An understanding of the hydrogeology is necessary to increase the potential for drilling a bedrock water well that will provide a sufficient sustainable yield. Such an evaluation will require detailed geologic mapping of the property and surrounding area; with particular attention to determining the rock type(s), the nature and orientation of discontinuities in the rock, depth of weathering, topography, recharge area of each well site selected, and the spatial relationship of these factors to each other. This detailed geologic mapping and structural analysis will allow determination of the probability of developing wells on City property of sufficient sustainable yield; and, if such potential exists, the selection of a drilling sites.

Based on our discussions, we understand that the City of Villa Rica is interested in developing well sites to support water supply: for irrigation at the City parks; to increase capacity of potable water supply to existing infrastructure; and for fire protection near Liberty Road, south of I-20.

City Park and Other Irrigation Wells

The City currently owns and operates the following five parks, listed below:

- Gold Dust Park, 646 Industrial Boulevard, Villa Rica, GA 30180 (~31.1 acres, existing irrigation well) Pine Mountain Gold Museum at Stockmar Park, 1881 Stockmar Road, Villa Rica, GA 30180 (~28.8 acres)
- Pine Mountain Gold Museum at Stockmar Park, 1881 Stockmar Road, Villa Rica, GA 30180 (~28.8 acres)
- Villa Rica Civic Center and Sports Complex (V-Plex), 1605 Highway 61, Villa Rica, GA 30180 (~50.2 acres, existing well tested by Dr. Randy Kath, Petrologic)
- Connors Road Park (~159 acres)
- Railroad Park

Gold Dust Park and the V-Plex have existing irrigation wells. We understand from the City that the water well at Gold Dust Park provides insufficient yield for current irrigation needs. Consequently, Petrologic proposes to conduct detailed geologic mapping of the following five parks: Gold Dust Park; Stockmar Park, V-Plex, Connors Road Park, and Railroad Park. Additionally, detailed geologic mapping will be conducted for the New Library and The Mill Amphitheater. Based on the results of the mapping, Petrologic will identify well site(s) considered to have the greatest potential for achieving the minimum required yield of 50 gallons per minutes specified by the City.

City Potable Wells

The City is interested in increasing capacity to the existing infrastructure to meet anticipated future population growth in the area. As discussed with the City, Petrologic will evaluate two existing wells in the County that could have the potential for providing this supplemental source of water.

Bay Springs Middle School and the V-Plex properties have existing water wells currently used for irrigation. For this scope of work, Petrologic will evaluate borehole construction, review pumping test data, if available, and evaluate water quality data. Based on this review, Petrologic will indicate if the wells are suitable for use as potable water supply, and will provide recommendations for effort needed to use these wells as a supplemental water supply.

In the event that these wells are deemed unsuitable for potable water supply, Petrologic is available to perform exploration of additional properties. Petrologic will provide a supplemental scope of work and cost estimate for this additional work effort, if needed

City Fire Protection Well

The City is also interested in identifying wells site(s) near Liberty Road, south of I-20 for fire protection. Petrologic will conduct geologic mapping of property identified by the City, and will identify sites for well drilling and construction, based on results of the mapping. Because the size of the area to be mapped has not been identified yet, as a basis for cost we assume one field day will be required to complete the mapping.

Task III – Data Assessment and Reporting

Upon completion of the geologic mapping, a structural analysis of the data will be performed and lithologic contacts and structural features will be compiled on a single topographic base map. These

data will be used to select drilling sites. Petrologic will identify the location of these sites after the geologic mapping is completed. The wells should be drilled at the points specified because slight deviation from a well site selected to intercept a specific discontinuity might adversely affect the well yield.

Petrologic will prepare a report in which a description of the geologic and hydrogeologic conditions, structural analysis of discontinuity data and the methodology for siting the wells will be presented for each park or exploration area.

The report will be stamped by a Professional Geologist licensed to practice in the State of Georgia. Petrologic will also attend a meeting, during which results of the investigation and recommendations for groundwater development at individual parks or exploration areas will be discussed with the City staff.

COST ESTIMATE, BUDGET AND SCHEDULE

Work effort for the tasks identified in this proposal will be conducted on a lump sum basis, as listed below. As a basis for cost, we assume that geologic mapping and well siting for the City park and fire protection wells will require 6 field days. The cost estimate includes direct costs.

Work Effort		Quantity	Unit (s)	Unit Rate	Cost
Phase I	Hydrogeologic Site Assessment				
	<i>Kick off meeting</i>	1	ls	\$500	\$500
	<i>Geologic Mapping and Well Siting</i>	6	days	\$1,200	\$7,200
	<i>Data Assessment and Reporting</i>	1	ls	\$2,000	\$2,000
				Total Cost	\$9,700

Work requested of Petrologic by the City that is not within the scope of work presented in this proposal will be performed on a time and materials basis, using \$125/hour professional fee plus direct costs/expenses. Such work would not be performed unless specifically authorized by the City.

Upon notice to proceed, work will be started within 10 days. A draft version of the report with accompanying maps will be provided to the City for review within 30 days of the notice to proceed. The final version of the report, paper and electronic, will be provided to the county within 45 days of the notice to proceed.

Petrologic Solutions appreciates the opportunity to work with the City of Villa Rica on this project. Should you require additional information related to this scope of work and cost estimate, please do not hesitate to contact us at (678) 313-4146.

Respectfully submitted,
PETROLOGIC SOLUTIONS, INC.



Randy L. Kath, Ph.D., P.G.
Principal and Senior Geologist

(GA001020)

References-

- Kath, R.L., and Crawford, T.J., 2006, New Insight into the Brevard Zone in Georgia: Results from Detailed Surface and Subsurface Geologic Mapping of Three Large Tunnels in the metro-Atlanta Area: Geological Society of America Abstracts with Programs, vol. 38, pp. 79
- Kath, R.L., and Crawford, T.J., 2006, Pumping Test Methodology for Igneous and Metamorphic Rock Aquifer/Well Systems: An Update: Geological Society of America Abstracts with Programs, vol. 38, No. 3, pp. 11
- Williams, L.J, Kath, R.L., Crawford, T.J., and Chapman, M. J., 2005, Influence of Geologic Setting on Ground-Water Availability in the Lawrenceville Area, Gwinnett County, Georgia: U.S. Geological Survey Scientific Investigations Report 2005-5136.
- Crawford, T.J., and Kath, R.L., 2004, Groundwater Exploration and Development Part I: Paleozoic Rocks of the Valley and Ridge Province: American Institute of Hydrology Bulletin.
- Crawford, T.J., and Kath, R.L., 2004, Groundwater Exploration and Development Part II: Igneous and Metamorphic Rocks of the Southern Piedmont/Blue Ridge: American Institute of Hydrology Bulletin.
- Kath, R.L., Crawford, T.J., and Brackett, D.A., 2004, Pumping Test Methodology for Igneous and Metamorphic Rock Aquifer/Well Systems: Time for a Paradigm Shift?: Geological Society of America Abstracts with Programs, vol. 36, No. 2, pp.94.

Professional References-

City of Suwanee
Mr. James Miller
Public Works and Inspections Director
330 Town Center Avenue
Suwanee, Georgia 30024
770-945-8996
jmiller@suwanee.com

Gwinnett County Public Schools
Mr. Paul Greenwell
Grounds Maintenance Coordinator
437 Old Peachtree Road, NW
Suwanee, Georgia 30024
770-513-6779
Paul_Greenwell@Gwinnett.k12.ga.us

RRR Associates
Mr. Tim Rollins
2801 Buford Highway
Atlanta, Georgia 30329
404-235-7900
trollins@rrrassociates.com

FN: T:\PetrologicSolutions\Proposals\VillaRica2017\CityOfVillaRica_GW_Phase1only.docx



CITY OF VILLA RICA

City Council Packet

SUBJECT: New Vehicle for Street Department

CITY COUNCIL AGENDA DATE: 2/01/2018

DATE: 1/26/2018

PREPARED BY: Nic Griffin

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$21,399

OTHER –

FUNDING SOURCE: 321-4210-542200 CSPLOST

PURPOSE: To provide the Street Department with a reliable work truck that will meet the demands work required.

BACKGROUND: This Ford F-150 will replace unit #8966. Unit #8966 is a 1992 Ford F-150 with 222,014 on the odometer but actually has over 300,000 miles on it. This truck is used for landscaping projects, miscellaneous field work and also the manicuring of grass and weeds near signs and guard rails.

STAFF RECOMMENDATION: The council has approved \$22,000 for the purchase of this truck in the 2018 Capital Projects budget. Staff is recommending that we purchase this truck from Don-Rich Ford for the amount of \$21,399.00. This price is lowest of three quotes obtained by the staff for a work truck with equivalent capabilities. This truck will come with a factory bumper to bumper warranty of 3 years/36,000 miles. After that, it will have a factory powertrain warranty of 5 years/ 60,000 miles.

IMPACT: This truck will provide the Street Department with a reliable form of transportation that will meet the demands of the work required. It will cut down repair costs that we are currently having to spend for maintenance and repair of the truck being replaced.

I move that we make a motion to authorize the purchase of a 2018 Ford F-150 for the amount of \$21,399.00 from Don-Rich Ford in Villa rica, Ga.



Don-Rich Ford Company, Inc.

221 Montgomery Street • P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 • Fax: 770-459-3201

City Of Villa Rica

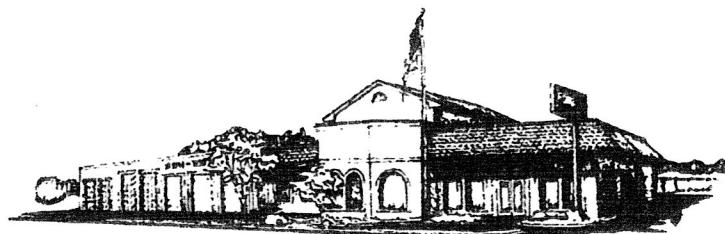
- F-150 Reg. Cab 4X4 SWB
Per city equipment request

Bid \$21,399.00

Bart Smith

A handwritten signature in black ink, appearing to read "Bart Smith", written over a horizontal line.

General Manager



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www.donrichford.com



Wade Ford

CNGP530

VEHICLE ORDER CONFIRMATION

01/25/18 16:42:1

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Dealer: F2100

2018 F-150

Page: 1 of

Order No: 9999 Priority: D2 Ord FIN: QS060 Order Type: 5B Price Level: 82

Ord Code: 100A Cust/Flt Name: VILLA RICA PO Number:

RETAIL DLR INV

RETAIL DLR INV

F1E	F150 4X4 R/C	\$32255	\$30643.00	FLEX FUEL		
	122" WHEELBASE			SP DLR ACCT ADJ		(1295.00)
YZ	OXFORD WHITE			SP FLT ACCT CR		(890.00)
A	VINYL 40/20/40	NC	NC	FUEL CHARGE		10.16
G	MED EARTH GRAY			B4A NET INV FLT OPT	NC	7.00
100A	EQUIP GRP			DEST AND DELIV	1395	1395.00
	.XL SERIES			TOTAL BASE AND OPTIONS	33745	29958.16
	.17"SILVER STEEL			TOTAL	33745	29958.16
99B	3.3L V6 PFDI			*THIS IS NOT AN INVOICE*		
446	ELEC 6-SPD AUTO					
	.265/70R-17					
X19	3.55 REG AXLE	NC	NC			
	6120# GVWR					
	JOB #2 ORDER					
53B	CLASS IV HITCH	95	88.00			
F1=Help		F2=Return to Order		F3/F12=Veh Ord Menu		
F4=Submit		F5=Add to Library				
S099 - PRESS F4 TO SUBMIT						QC004782

- 88001.00
2/6/17.14
22547.14

Liberty Chevrolet

FI9C0V

Purchase Information Screen

LIB-FI

Deal Number:	46725	18) Service Contract:	
1) Contract Date:	01/23/18	19) ETCH:	\$ 197.00
2) Fin Inst:	ALLY	20) APR:	
3) Stock Number:	180070	21) Credit Life Term:	
4) Cash Price:	\$ 33,954.48	22) Term:	
5) Less:Rebate:	\$ 2,000.00	23) GAP:	
6) Less:Cash Down:		24) Total Tax Amount:	\$ 2,281.95
7) Less:Trade Allow:		25) Days To 1st Payment:	
8) DOR Value:		26) Odd Days:	
9) DOC Fee:	\$ 399.00	27) 1st Payment Date:	01/23/18
10) Tag Fee:	\$ 25.00	28) Payment:	\$ 34,927.43
11) Title Fee:	\$ 18.00	Sale Subtotal:	\$ 31,954.48
12) VSI Fee:		Total Financed:	\$ 34,927.43
13) Warr Rts Fee:	\$ 3.00	Finance Charge:	
14) VEH TIRE CARE:		Total Other Charges:	
15) Credit Life Code:	NO	Total of Payments:	\$ 34,927.43
16) Credit Life Prem:		Deferred Price:	
17) SmartCare:		Unpaid Balance:	\$ 34,927.43
Command:			

F1=Help F2=Home F3=Save F4=Cancel SF8=Fee/Tax

MSRP

\$36,480

Sales Price After
Rebates & Before Tax & Fees

\$31,954.48

w/Tax & Fees

D/O \$34,927.43



CITY OF VILLA RICA

City Council Packet

SUBJECT: New Vehicle for Street Department

CITY COUNCIL AGENDA DATE: 2/01/2018

DATE: 1/26/2018

PREPARED BY: Nic Griffin

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$21,399.00

OTHER –

FUNDING SOURCE: 321-4210-542200 CSPLOST

PURPOSE: To provide the Street Department with a reliable work truck that will meet the demands work required.

BACKGROUND: This Ford F-150 will replace truck #4510. Truck #4510 is a 1996 Ford F-150 currently has 194, 490. This truck is used as a fuel truck but also has many other purposes. The Street Department uses it for a lot of field work including but not limited to: patching potholes, transporting paving and concrete tools to jobsites, removing road debris and obstructions, setting up barricades, and general field work.

STAFF RECOMMENDATION: The council has approved \$22,000 for the purchase of this truck in the 2018 Capital Projects budget. Staff is recommending that we purchase this truck from Don-Rich Ford for the amount of \$21,399.00. This price is lowest of three quotes obtained by the staff for a work truck with equivalent capabilities. This truck will come with a factory bumper to bumper warranty of 3 years/36,000 miles. After that, it will have a factory powertrain warranty of 5 years/ 60,000 miles.

IMPACT: This truck will provide the Street Department with a reliable form of transportation that will meet the demands of the work required. It will cut down repair costs that we are currently having to spend for maintenance and repair of the truck being replaced.

I move that we make a motion to authorize the purchase of a 2018 Ford F-150 for the amount of \$21,399.00 from Don-Rich Ford in Villa rica, Ga.



Don-Rich Ford Company, Inc.

221 Montgomery Street • P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 • Fax: 770-459-3201

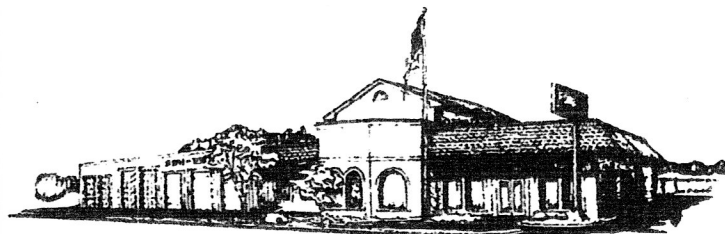
City Of Villa Rica

- F-150 Reg. Cab 4X4 SWB
Per city equipment request

Bid \$21,399.00

Bart Smith

General Manager



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www.donrichford.com



Wade Ford

CNGP530

VEHICLE ORDER CONFIRMATION

01/25/18 16:42:1

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Dealer: F2100

2018 F-150

Page: 1 of

Order No: 9999 Priority: D2 Ord FIN: QS060 Order Type: 5B Price Level: 82
 Ord Code: 100A Cust/Flt Name: VILLA RICA PO Number:

		RETAIL	DLR INV		RETAIL	DLR INV
F1E	F150 4X4 R/C	\$32255	\$30643.00	FLEX FUEL		
	122" WHEELBASE			SP DLR ACCT ADJ		(1295.00)
YZ	OXFORD WHITE			SP FLT ACCT CR		(890.00)
A	VINYL 40/20/40	NC	NC	FUEL CHARGE		10.16
G	MED EARTH GRAY			B4A NET INV FLT OPT	NC	7.00
100A	EQUIP GRP			DEST AND DELIV	1395	1395.00
	.XL SERIES			TOTAL BASE AND OPTIONS	33745	29958.16
	.17"SILVER STEEL			TOTAL	33745	29958.16
99B	3.3L V6 PFDI			*THIS IS NOT AN INVOICE*		
446	ELEC 6-SPD AUTO					
	.265/70R-17					
X19	3.55 REG AXLE	NC	NC			
	6120# GVWR					
	JOB #2 ORDER					
53B	CLASS IV HITCH	95	88.00			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC004782

88061.00
 2/16/17.14
 22597.14

Liberty Chevrolet

FI9C0V

Purchase Information Screen

LIB-FI

Deal Number:	46725	18) Service Contract:	
1) Contract Date:	01/23/18	19) ETCH:	\$ 197.00
2) Fin Inst:	ALLY	20) APR:	
3) Stock Number:	180070	21) Credit Life Term:	
4) Cash Price:	\$ 33,954.48	22) Term:	
5) Less:Rebate:	\$ 2,000.00	23) GAP:	
6) Less:Cash Down:		24) Total Tax Amount:	\$ 2,281.95
7) Less:Trade Allow:		25) Days To 1st Payment:	
8) DOR Value:		26) Odd Days:	
9) Doc Fee:	\$ 399.00	27) 1st Payment Date:	01/23/18
10) Tag Fee:	\$ 25.00	28) Payment:	\$ 34,927.43
11) Title Fee:	\$ 18.00	Sale Subtotal:	\$ 31,954.48
12) VSI Fee:		Total Financed:	\$ 34,927.43
13) Warr Rts Fee:	\$ 3.00	Finance Charge:	
14) VEH TIRE CARE:		Total Other Charges:	
15) Credit Life Code:	NO	Total of Payments:	\$ 34,927.43
16) Credit Life Prem:		Deferred Price:	
17) SmartCare:		Unpaid Balance:	\$ 34,927.43
Command:			

F1=Help F2=Home F3=Save F4=Cancel SF8=Fee/Tax

MSRP
\$36,480

Sales Price After

~~Rebate~~ + Before Tax + Fees

\$31,954.48

w/Tax + Fees

D/O \$34,927.43



CITY OF VILLA RICA

City Council Packet

SUBJECT: New Vehicle for Building and Fleet Maintenance

CITY COUNCIL AGENDA DATE: 2/01/2018

DATE: 1/26/2018

PREPARED BY: Nic Griffin

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$29,501.00

OTHER –

FUNDING SOURCE: 321-4900-542200 CSPLOST

PURPOSE: To provide the Maintenance Manager with a work truck with towing capabilities and others that meet the demands of the department and work required.

BACKGROUND: Currently, the Maintenance Department has only one work truck allocated to the department. The current department's truck is unit #2670. It has \$120,545. For the past few months, the maintenance department has been borrowing a truck that was intended to be preserved and allocated for inclement weather due to the vehicle having a full time four-wheel drive and high mileage. The Maintenance department will have three Full-time employees by the end of 2018 and currently has two. Currently, the department is in need of another form of transportation.

STAFF RECOMMENDATION: The council has approved \$33,320 for the purchase of this truck in the 2018 Capital Projects budget. Staff is recommending that we purchase this truck from Don-Rich Ford for the amount of \$29,501.00. This price is lowest of three quotes obtained by the staff for a work truck with equivalent capabilities. This truck will come with a factory bumper to bumper warranty of 3 years/36,000 miles. After that, it will have a factory powertrain warranty of 5 years/ 60,000 miles.

IMPACT: Purchasing a new truck will allow employees to travel to different job sites and buildings for maintenance and work. This vehicle will allow for increased labor productivity. This new truck will also allow the maintenance department to tow heavy equipment internally and not have to rely on other departments for our towing needs as we have in the past.

I move that we make a motion to authorize the purchase of a 2018 Ford F-250 for the amount of \$29,501.00 from Don-Rich Ford in Villa Rica, Ga.



Don-Rich Ford Company, Inc.

221 Montgomery Street • P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 • Fax: 770-459-3201

City Of Villa Rica

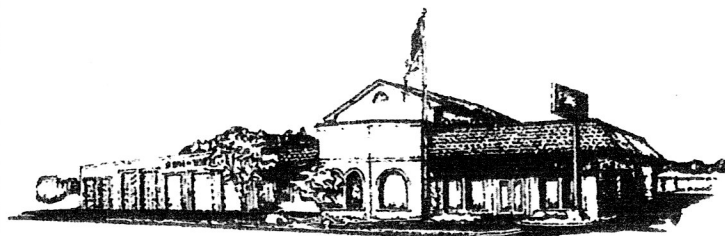
- F-250 Crew Cab 4X4
Per city equipment request

Bid \$29,501.00

Bart Smith

A handwritten signature in black ink, appearing to read "Bart Smith", written over a horizontal line.

General Manager



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not exact



REVOX IMAGES

Wade Ford

CNGP530

VEHICLE ORDER CONFIRMATION

01/25/18 16:50:27

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Dealer: F21004

Page: 1 of 1

2018 F-SERIES SD

Order No: 9999 Priority: C3 Ord FIN: QS060 Order Type: 5B Price Level: 820
Ord Code: 600A Cust/Flt Name: VILLA RICA PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
W2B F250 4X4 CREW/C	\$39285	\$37125.00	17F XL DECOR PKG	NC	NC
160" WHEELBASE			18B PLAT RUNNING BD	445	409.00
Z1 OXFORD WHITE			10000# GVWR PKG		
A VNYL 40/20/40			41P SKID PLATES	100	92.00
S MEDIUM EARTH GR			425 50 STATE EMISS	NC	NC
600A PREF EQUIP PKG			512 SPARE TIRE/WHL2	NC	NC
.XL TRIM			52B BRAKE CONTRALLR	270	249.00
.TRAILER TOW PKG			TELE TT MIR-PWR		
572 .AIR CONDITIONER	NC	NC			
996 .6.2L EFI V8 ENG	NC	NC	TOTAL BASE AND OPTIONS	43810	38550.32
44S 6-SPD AUTOMATIC	NC	NC	TOTAL	43810	38550.32
TD8 .LT245 BSW AS 17			*THIS IS NOT AN INVOICE*		
X3E 3.73 ELOCKING	390	359.00			
90L PWR EQUIP GROUP	1125	1035.00	* MORE ORDER INFO NEXT PAGE *		
JOB #1 BUILD					

F1=Help

F2=Return to Order

F8=Next

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S006 - MORE DATA IS AVAILABLE.

QC004782

Ordered

\$30,714.32
+ 400
311432

Liberty Chevrolet

FI9C0V

Purchase Information Screen

LIB-FI

Deal Number:	46727	18) Service Contract:	
1) Contract Date:	01/23/18	19) ETCH:	\$ 197.00
2) Fin Inst:	ALLY	20) APR:	
3) Stock Number:	180128	21) Credit Life Term:	
4) Cash Price:	\$ 38,518.00	22) Term:	
5) Less: Rebate:	\$ 1,500.00	23) GAP:	
6) Less: Cash Down:		24) Total Tax Amount:	\$ 2,636.41
7) Less: Trade Allow:		25) Days To 1st Payment:	
8) DOR Value:		26) Odd Days:	
9) Doc Fee:	\$ 399.00	27) 1st Payment Date:	01/23/18
10) Tag Fee:	\$ 25.00	28) Payment:	\$ 40,345.41
11) Title Fee:	\$ 18.00	Sale Subtotal:	\$ 37,018.00
12) VSI Fee:		Total Financed:	\$ 40,345.41
13) Warr Rts Fee:	\$ 3.00	Finance Charge:	
14) VEH TIRE CARE:		Total Other Charges:	
15) Credit Life Code:	NO	Total of Payments:	\$ 40,345.41
16) Credit Life Prem:		Deferred Price:	
17) SmartCare:		Unpaid Balance:	\$ 40,345.41
Command:			

F1=Help F2=Home F3=Save F4=Cancel SF8=Fee/Tax

MSRP: 41,235

Sales Price After
Rebate + Before Tax & Fees

37,018.00

w/Tax & Fees

D/O 40,345.41



CITY OF VILLA RICA

City Council Packet

SUBJECT: New Police Dept. Transport Van for Purchase

CITY COUNCIL AGENDA DATE: 2/01/2018

DATE: 1/26/2018

PREPARED BY: Nic Griffin

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$29859.00

OTHER –

FUNDING SOURCE: 322-3210-542200 DSPLOST

PURPOSE: To Provide the Police Department with an adequate vehicle that will allow them to transport sentenced individuals, as well as, a vehicle that could be used for employee transport to and from training events and seminars.

BACKGROUND: Per the City's contract with the Carroll County Sheriff's Department, the city of Villa Rica agreed to provide a reliable means of transportation for the work detail crews. The Police Department agreed to give the Carroll County work crew their previous transport van. This new van will replace the one that was given to the crew.

STAFF RECOMMENDATION: The council has approved \$31,000 for the purchase of this van in the 2018 Capital Projects budget. Staff recommends that we purchase a 2018 15 passenger Transit van from Don-Rich Ford. This Van will come with Ford's standard 5 year/ 60,000 Mile Warranty. Don-rich has offered the best price for a van that would suit the Police Department's needs.

IMPACT:

This vehicle will be a great addition to the City's fleet. It will provide a good vehicle for prisoner transport and also have many other internal transportation opportunity.

I move that we make a motion to authorize the purchase of a 2018 Ford 15 passenger Transit van for the amount of \$29,859.00 from Don-Rich Ford.



Don-Rich Ford Company, Inc.

221 Montgomery Street • P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 • Fax: 770-459-3201

Thank you for this opportunity to bid on:

2018 12 passenger Transit equipped per request.

\$28584.00

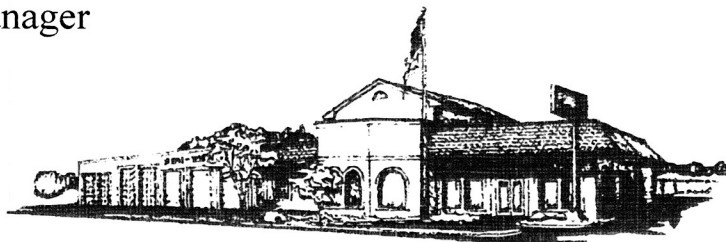
2018 15 passenger Transit equipped per request.

\$29859.00

Bart Smith

A handwritten signature in black ink, appearing to read "Bart Smith", with a stylized flourish at the end.

General Manager



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Nic Griffin

From: David Wood <dkwsales28@gmail.com>
Sent: Thursday, December 28, 2017 2:44 PM
To: Dewayne Griffin
Subject: Re: FW: Liberty Chevrolet RFQ

Follow Up Flag: Follow up
Flag Status: Flagged

Mr Griffin,

Thank you for the opportunity to work with you on your search for a 2500 12 passenger van. Below are 2 prices, one is with tax and the other is without.

2017 Chevrolet 2500 Passenger (Taxed) \$37,689.56

2017 Chevrolet 2500 Passenger Van (Non Tax) \$35,226.90

If I can answer any questions concerning this van, Please do not hesitate to give me a call

Thank You again

D. Keith Wood
Liberty Chevrolet
(404)977-2669
dkwsales28@gmail.com

On Wed, Dec 27, 2017 at 4:01 PM, Dewayne Griffin <dgriffin@villarica.org> wrote:

From: Dewayne Griffin
Sent: Tuesday, December 26, 2017 3:22 PM
To: 'elkwsales28@gmail.com' <elkwsales28@gmail.com>
Subject: FW: Liberty Chevrolet RFQ

Good afternoon,

Could you help me with this possibly?

Thank you guys!



GA Statewide Contract 99999-SPD-ES40199373-0009

\$12 / \$12 O Transit Wagon 12/15 Passenger

X2Z, 148" WB, 3.7L V6, 301A pkg, Low Roof, LWB, Vinyl Seats, Front AC, Power Group, AM/FM, 60/40 Side Doors

WADE FORD Government Sales 3860 South Cobb Dr Smyrna, GA 30080

Order	Code	Chassis	Price	Total	Order	Code	Body / Equipment	Price	Total
	99G	3.5L V6 EcoBoost Engine	1,798.00	0.00		41C	Lane Keeping Alert (60C)	356.00	0.00
	99V	3.2L I5 Diesel Engine	5,354.00	0.00		18B	Auto Headlamps	186.00	0.00
	98C	CNG/LPG Prep Pkg (3.7L only)	297.00	0.00		68A	Remote Start	471.00	0.00
	98F	E-85 FFV capable (3.7L only)	144.00	0.00		58V	AM/FM/CD	282.00	0.00
	41H	Engine Block Heater	71.00	0.00		58X	AM/FM/CD w/SYNC	749.00	0.00
	765	\$12 O 15 Passenger Seating	1,576.00	0.00		584	AM/FM/SYNC/Navigation w/o CD	1,816.00	0.00
	X2Y	Sliding Side Door	149.00	0.00		66P	Perimeter Alarm	72.00	0.00
X	X2C	Medium Roof	2,593.00	2,593.00		16H	Full length Carpet	119.00	0.00
	X2X	High Roof	3,958.00	0.00		66P	Perimeter Alarm	72.00	0.00
	302A	XLT Package Upgrade	1,547.00	0.00		90C	12V to 110 V Inverter	95.00	0.00
	86N	All Weather Floor Mats	58.00	0.00		94B	Telogeis Telematics	850.00	0.00
	16E	Vinyl Floor Covering	59.00	0.00					0.00
	X*L	Limited Slip Rear Axle	309.00	0.00					0.00
	21L/M	Cloth Seats (Grey / Charcoal)	95.00	0.00			Call for Pricing for other options		0.00
	21E/F	Power Driver Seat	457.00	0.00					0.00
	63C	HD Alternator 220Amp	248.00	0.00			Work Detail Security Pkg		0.00
	63E	Dual HD Batteries	280.00	0.00					0.00
	87E	Aux Fuse Panel (req 63C, 63E)	62.00	0.00			Blue, Red or Amber Light Pkg		0.00
	542	Power Heated Mirrors	148.00	0.00					0.00
	544	Trailer Tow Power Heated Mirrors	210.00	0.00					0.00
	43R	Reverse Sensing	280.00	0.00					0.00
X	43B	Back Up Alarm	127.00	127.00					0.00
	57N	Rear Window Defogger	166.00	0.00					0.00
	92E	Privacy Tinted Glass	675.00	0.00					0.00
X	57G	High Capacity Front/Rear Air	817.00	817.00			Cage and Screen System see attached sheet		0.00
	64H	Full Wheel Covers	33.00	0.00					0.00
	64S	Styled Aluminum Wheels	404.00	0.00					0.00
	60C	Cruise Control	309.00	0.00					0.00
	68H	Running Board, side door only	160.00	0.00					0.00
	68L	Power Run Bd, side door only (60C)	891.00	0.00					0.00
	CRK	HD Running Boards	950.00	0.00					0.00
	86F	2 Extra Laser Cut Keys	71.00	0.00					0.00
	AKR	Additional Keys w Remotes	210.00	0.00					0.00
	52C	Remote Keyless Keypad	129.00	0.00					0.00
	942	Day Time Running Lights	43.00	0.00					0.00
	67C	Upfitter Switches(4) req 63c, 63E	82.00	0.00					0.00
	53B	Trailer Tow/w Wiring	460.00	0.00					0.00
	67D	Trailer Brake Controller (60C)	218.00	0.00					0.00
				0.00					0.00

PAINT COLORS		
	BY	School Bus Yellow
	PQ	Race Red
	YZ	Oxford White
	G1	Shadow Black Metallic \$152
	H5	Caribou Metallic \$152
	J7	Magnetic Metallic \$152
	GN	White Gold Metallic \$152
	N1	Blue Jeans Metallic \$152
X	UX	Ingot Silver Metallic \$152
	W6	Green Gem Metallic \$152

Delivery Region		
1 -	120.00	
2 -	120.00	
3 -	150.00	
4 -	110.00	
5 -	120.00	
6 -	120.00	
7 -	145.00	
8 -	170.00	
9 -	170.00	
10 -	220.00	
11 -	200.00	
12 -	280.00	

Updated 6.27.2016

Base Vehicle	26,888.00
Total Chassis options	3,537.00
Total Body options	0.00
Delivery Zone	150.00
Metallic Paint	
Total	30,575.00

Agency Contact	
Phone	
Agency	
Address	



CITY OF VILLA RICA

City Council Packet

SUBJECT: New Vehicle for Water Treatment Plant

CITY COUNCIL AGENDA DATE: 2/01/2018

DATE: 1/26/2018

PREPARED BY: Nic Griffin

FISCAL IMPACT:

ANNUAL –

CAPITAL – 21,399.00

OTHER –

FUNDING SOURCE: 505-4420-542200 WS

PURPOSE: To provide the Water Plant with a reliable work truck that will meet the demands of work required.

BACKGROUND: This Ford F-150 will replace truck #9251. Truck #9251 is a 2000 Nissan Frontier with 155,609 miles on it. This truck is used for but not limited to: training seminars, collecting water samples, taking samples to multiple labs, water complaints, and other various field work.

STAFF RECOMMENDATION: The council has approved \$22,000 for the purchase of this truck in the 2018 Capital Projects budget. Staff is recommending that we purchase this truck from Don-Rich Ford for the amount of \$21,399.00. This price is lowest of three quotes obtained by the staff for a work truck with equivalent capabilities. This truck will come with a factory bumper to bumper warranty of 3 years/36,000 miles. After that, it will have a factory powertrain warranty of 5 years/ 60,000 miles.

IMPACT: This truck will provide the Water Plant with a reliable means of transportation that will allow them to perform their job demanded duties. This will allow for the Nissan Frontier to be transferred to a department that requires much less traveling and miles to be put on the already high mileage vehicle.

I move that we make a motion to authorize the purchase of a 2018 Ford F-150 for the amount of \$21,399.00 from Don-Rich Ford in Villa rica, Ga.



Don-Rich Ford Company, Inc.

221 Montgomery Street • P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 • Fax: 770-459-3201

City Of Villa Rica

- F-150 Reg. Cab 4X4 SWB
Per city equipment request

Bid \$21,399.00

Bart Smith

General Manager



Servicing all of your automotive needs since 1971

www.donrichford.com



CNGP530

VEHICLE ORDER CONFIRMATION

01/25/18 16:42:1

==>

Dealer: F2100

2018 F-150

Page: 1 of

Order No: 9999 Priority: D2 Ord FIN: QS060 Order Type: 5B Price Level: 82

Ord Code: 100A Cust/Flt Name: VILLA RICA PO Number:

RETAIL DLR INV

RETAIL DLR INV

F1E	F150 4X4 R/C	\$32255	\$30643.00	FLEX FUEL		
	122" WHEELBASE			SP DLR ACCT ADJ		(1295.00)
YZ	OXFORD WHITE			SP FLT ACCT CR		(890.00)
A	VINYL 40/20/40	NC	NC	FUEL CHARGE		10.16
G	MED EARTH GRAY			B4A NET INV FLT OPT	NC	7.00
100A	EQUIP GRP			DEST AND DELIV	1395	1395.00
	.XL SERIES			TOTAL BASE AND OPTIONS	33745	29958.16
	.17"SILVER STEEL			TOTAL	33745	29958.16
99B	3.3L V6 PFDI			*THIS IS NOT AN INVOICE*		
446	ELEC 6-SPD AUTO					
	.265/70R-17					
X19	3.55 REG AXLE	NC	NC			
	6120# GVWR					
	JOB #2 ORDER					
53B	CLASS IV HITCH	95	88.00			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC004782

- 88001.00
2/6/97.14
22597.14

Liberty Chevrolet

FI9C0V

Purchase Information Screen

LIB-FI

Deal Number:	46725	18) Service Contract:	
1) Contract Date:	01/23/18	19) ETCH:	\$ 197.00
2) Fin Inst:	ALLY	20) APR:	
3) Stock Number:	180070	21) Credit Life Term:	
4) Cash Price:	\$ 33,954.48	22) Term:	
5) Less:Rebate:	\$ 2,000.00	23) GAP:	
6) Less:Cash Down:		24) Total Tax Amount:	\$ 2,281.95
7) Less:Trade Allow:		25) Days To 1st Payment:	
8) DOR Value:		26) Odd Days:	
9) Doc Fee:	\$ 399.00	27) 1st Payment Date:	01/23/18
10) Tag Fee:	\$ 25.00	28) Payment:	\$ 34,927.43
11) Title Fee:	\$ 18.00	Sale Subtotal:	\$ 31,954.48
12) VSI Fee:		Total Financed:	\$ 34,927.43
13) Warr Rts Fee:	\$ 3.00	Finance Charge:	
14) VEH TIRE CARE:		Total Other Charges:	
15) Credit Life Code:	NO	Total of Payments:	\$ 34,927.43
16) Credit Life Prem:		Deferred Price:	
17) SmartCare:		Unpaid Balance:	\$ 34,927.43
Command:			

F1=Help F2=Home F3=Save F4=Cancel SF8=Fee/Tax

MSRP

\$36,480

Sales Price After
Rebates & Before Tax & Fees

\$31,954.48

w/Tax & Fees

D/O \$34,927.43



CITY OF VILLA RICA

City Council Packet

SUBJECT: New Vehicle for Distribution

CITY COUNCIL AGENDA DATE: 2/01/2018

DATE: 1/26/2018

PREPARED BY: Nic Griffin

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$29,501.00

OTHER –

FUNDING SOURCE: 505-4440-542200 WS

PURPOSE: To provide the Distribution Manager with a work truck equipped with capabilities that would suit the needs of the Department.

BACKGROUND: The current truck, unit # 8575, that belongs to the Manager is a 2005 Ford F-250. This truck currently has 167,636 miles on it. With the amount of traveling that the manager's position requires of him, it would be in the best interest of the City to replace this truck with one that is new and has a factory warranty on it.

STAFF RECOMMENDATION: The council has approved \$33,320 for the purchase of this truck in the 2018 Capital Projects budget. Staff is recommending that we purchase this truck from Don-Rich Ford for the amount of \$29,501.00. This price is lowest of three quotes obtained by the staff for a work truck with equivalent capabilities. This truck will come with a factory bumper to bumper warranty of 3 years/36,000 miles. After that, it will have a factory powertrain warranty of 5 years/ 60,000 miles.

IMPACT: Replacing this vehicle will allow vehicle #8575 to be outfitted with a service body and will be allocated to a field operator within the Distribution Department. Distribution will be hiring an additional employee this year. This will allow that position to have a form of transportation that suits the needs of the department.

I move that we make a motion to authorize the purchase of a 2018 Ford F-250 for the amount of \$29,501.00 from Don-Rich Ford in Villa Rica, Ga.



Don-Rich Ford Company, Inc.

221 Montgomery Street • P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 • Fax: 770-459-3201

City Of Villa Rica

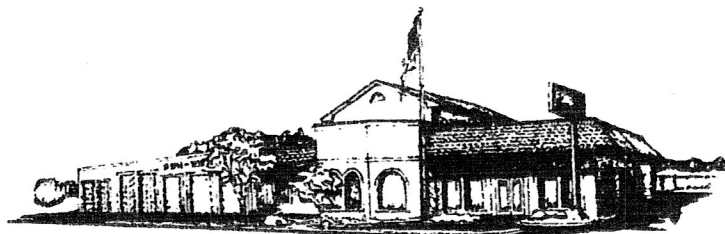
- F-250 Crew Cab 4X4
Per city equipment request

Bid \$29,501.00

Bart Smith

A handwritten signature in black ink, appearing to read "Bart Smith", written over a horizontal line.

General Manager



Servicing all of your automotive needs since 1971
www.donrichford.com

not exact



©EVOX IMAGES

Wade Ford

CNGP530

VEHICLE ORDER CONFIRMATION

01/25/18 16:50:27

==>

Dealer: F21004

Page: 1 of 1

2018 F-SERIES SD

Order No: 9999 Priority: C3 Ord FIN: QS060 Order Type: 5B Price Level: 820
 Ord Code: 600A Cust/Flt Name: VILLA RICA PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
W2B F250 4X4 CREW/C	\$39285	\$37125.00	17F XL DECOR PKG	NC	NC
160" WHEELBASE			18B PLAT RUNNING BD	445	409.00
Z1 OXFORD WHITE			10000# GVWR PKG		
A VNYL 40/20/40			41P SKID PLATES	100	92.00
S MEDIUM EARTH GR			425 50 STATE EMISS	NC	NC
600A PREF EQUIP PKG			512 SPARE TIRE/WHL2	NC	NC
.XL TRIM			52B BRAKE CONTRALLR	270	249.00
.TRAILER TOW PKG			TELE TT MIR-PWR		
572 .AIR CONDITIONER	NC	NC			
996 .6.2L EFI V8 ENG	NC	NC	TOTAL BASE AND OPTIONS	43810	38550.32
44S 6-SPD AUTOMATIC	NC	NC	TOTAL	43810	38550.32
TD8 .LT245 BSW AS 17			*THIS IS NOT AN INVOICE*		
X3E 3.73 ELOCKING	390	359.00			
90L PWR EQUIP GROUP	1125	1035.00	* MORE ORDER INFO NEXT PAGE *		
JOB #1 BUILD					

F1=Help

F2=Return to Order

F8=Next

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S006 - MORE DATA IS AVAILABLE.

QC004782

Ordered

\$30,714.32

+400

311432

Liberty Chevrolet

FI9C0V

Purchase Information Screen

LIB-FI

Deal Number:	46727	18) Service Contract:	
1) Contract Date:	01/23/18	19) ETCH:	\$ 197.00
2) Fin Inst:	ALLY	20) APR:	
3) Stock Number:	180128	21) Credit Life Term:	
4) Cash Price:	\$ 38,518.00	22) Term:	
5) Less: Rebate:	\$ 1,500.00	23) GAP:	
6) Less: Cash Down:		24) Total Tax Amount:	\$ 2,636.41
7) Less: Trade Allow:		25) Days To 1st Payment:	
8) DOR Value:		26) Odd Days:	
9) Doc Fee:	\$ 399.00	27) 1st Payment Date:	01/23/18
10) Tag Fee:	\$ 25.00	28) Payment:	\$ 40,345.41
11) Title Fee:	\$ 18.00	Sale Subtotal:	\$ 37,018.00
12) VSI Fee:		Total Financed:	\$ 40,345.41
13) Warr Rts Fee:	\$ 3.00	Finance Charge:	
14) VEH TIRE CARE:		Total Other Charges:	
15) Credit Life Code:	NO	Total of Payments:	\$ 40,345.41
16) Credit Life Prem:		Deferred Price:	
17) SmartCare:		Unpaid Balance:	\$ 40,345.41
Command:			

F1=Help F2=Home F3=Save F4=Cancel SF8=Fee/Tax

MSRP: 41,235

Sales Price After
Rebate Before Tax & Fees

37,018.00

w/Tax & Fees

D/O 40,345.41



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Cost Factor for Industrial BOD/TSS Calculation
CITY COUNCIL AGENDA DATE: 2-6-2018

DATE: 1/26/2018
PREPARED BY: Sarah Hefty

FISCAL IMPACT:
OPERATING –
CAPITAL –
OTHER –

FUNDING SOURCE:

PURPOSE: To approve an updated cost factor to be used in the Industrial BOD/TSS Surcharge calculations.

BACKGROUND:

Biochemical Oxygen Demand (BOD) is the amount of oxygen it takes to break down the organic matter in the wastewater. Total Suspended Solids (TSS) are solid organic and inorganic materials that suspend below the water surface. High BOD and TSS numbers result in higher treatment costs, so these industrial customers pay a surcharge for BOD and TSS over the City's approved threshold.

In 2010, the council approved a cost factor of \$0.40 per pound for the industrial BOD/TSS surcharge calculation. Staff has calculated what the new cost factor should be based on the 2018 budget.

STAFF RECOMMENDATION: To approve an updated cost factor of \$1.17 per pound to be used in the Industrial BOD/TSS surcharge calculations.

IMPACT: To calculate an appropriate surcharge based on the latest budgeted numbers.

MOTION: I make a motion to approve a cost factor of \$1.17 per pound to be used in the BOD/TSS surcharge calculations beginning in the March 2018 utility bills.

Departmental Budget Requests
Budget Year 2018

	ALL
WASTEWATER TREATMENT PLANT	2018
	Budget

PERSONNEL

5054330511100	Regular employees	289,949
5054330511300	Overtime	8,500
5054330512100	Group Insurance	77,230
5054330512200	Social Security FICA Contrib	21,311
5054330512400	Retirement Contribution	13,929
5054330512500	50% Match for 457 Contrib	3,000
5054330512700	Worker's compensation	6,700
TOTAL - Personnel		420,619

SERVICES

5054330521200	Professional	10,000
5054330521800	Lab Services	15,000
5054330522110	Disposal	45,000
5054330522210	m/r buildings	10,000
5054330522220	m/r equipment	145,000
5054330522230	m/r vehicles	6,000
5054330522240	M/R GROUNDS	1,500
5054330522320	Rental of equipment and veh	2,000
5054330523100	Liability Insurance	19,170
5054330523210	Phone/Internet	14,000
5054330523215	postage	75
5054330523400	Printing and binding	80
5054330523500	Travel	500
5054330523600	Dues and fees	500
5054330523700	Education and training	2,000
5054330523910	DRUG TESTING	200
5054330523920	PREEMPLOYMENT PHYSICALS	200
TOTAL - Services		271,225

SUPPLIES

5054330531100	Office Supplies	2,500
5054330531110	Chemicals	130,000
5054330531230	Electricity	240,000
5054330531270	Gasoline/diesel	6,500
5054330531600	Small Equipment	2,500
5054330531700	UNIFORMS	2,500
5054330531710	Operating Supplies	14,000
TOTAL - Supplies		398,000

INTERFUND

5054330552200	SELF FUNDED CLAIMS	3,750
TOTAL - Interfund		3,750

OTHER COSTS

5054330561000	Depreciation	674,175
TOTAL - Other Costs		674,175

TOTAL WASTEWATER	1,767,769.05
-------------------------	---------------------

Total Cost per Day 4,843.20

Avg Lbs of TSS & BOD per Day 4137

\$ 1.17



CITY OF VILLA RICA

City Council Packet

SUBJECT: 4 In-car WatchGuard 4RE video systems with integrated body camera.

CITY COUNCIL AGENDA DATE: 02/01/2018

DATE: 01/26/2018

PREPARED BY: Captain Scott Parker

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$23,480 DSPLOST

OTHER – \$1,380

FUNDING SOURCE: 322-3210-542200 DSPLOST

PURPOSE: to add new in-car video systems with integrated body cameras to every new vehicle purchased.

BACKGROUND: the police department's officers are very busy answering calls for service and conducting traffic stops. Having a reliable in-car video recording system has proven to be a tremendous help to the officers in documenting interactions with citizens. Adding body cameras to the systems will give another view and allow the interactions to be recorded from a closer viewpoint.

STAFF RECOMMENDATION: Staff recommends that the council approve the purchase of the WatchGuard systems for an amount not to exceed \$24,860. We have been dealing with WatchGuard for several years and we are very happy with their products.

IMPACT: updating our video recording systems is vital in keeping officer on the safe and in protecting the cities interests.

MOTION: I move that we authorize the purchase of the four (4) WatchGuard systems for an amount not to exceed \$24, 860.



4RE/VISTA Price Quote

CUSTOMER: Villa Rica Police Department

ISSUED: 1/25/2018 3:07 PM

EXPIRATION: 2/25/2018 6:00 AM

Attn: Accounts Payable,
101 Main St.,
Villa Rica, GA, United States,
30180-2007

**TOTAL PROJECT ESTIMATED AT:
\$24,860.00**

ATTENTION: Capt. Scott Parker

SALES CONTACT: DeDe Summerville

PHONE: 770-459-5149

DIRECT: (469) 342-8917

E-MAIL:

E-MAIL:
DSummerville@WatchGuardVideo.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	4.00	\$5,550.00	\$0.00	\$22,200.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-CAM-1ST	Warranty, VISTA 1st Year (Months 1-12) Included	4.00	\$0.00	\$0.00	\$0.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	4.00	\$75.00	\$0.00	\$300.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	4.00	\$150.00	\$0.00	\$600.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Front Camera, 4RE, HD Panoramic, (Reduced EMI)	4.00	\$200.00	\$0.00	\$800.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet Cables)	4.00	\$200.00	\$0.00	\$800.00

415 Century Parkway • Allen, TX • 75013
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	4.00	\$0.00	\$0.00	\$0.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$160.00	\$0.00	\$160.00
					\$24,860.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts \$0.00

Additional Quote Discount \$0.00

Total Amount \$24,860.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



CITY OF VILLA RICA

City Council Packet

SUBJECT: 4 Ford Patrol interceptor sedans

CITY COUNCIL AGENDA DATE: 02/01/2018

DATE: 01/26/2018

PREPARED BY: Captain Scott Parker

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$91,352 DSPLOST

OTHER –

FUNDING SOURCE: 322-3210-542200 DSPLOST

PURPOSE: to add new patrol cars to our current fleet. This will get us closer to our goal of having take home cars for our officers who live within a certain mileage.

BACKGROUND: the police department's officers are very busy answering calls for service and conducting traffic stops. Having a reliable patrol car helps them do their job. Also adding these cars will help us reach the goal set forth by the Mayor and Council, to provide take home cars for our officers as a way to extend to the life of the vehicles and to help retain and recruit quality people.

STAFF RECOMMENDATION: Staff recommends that the council approve the purchase of these cars from Don-Rich Ford for an amount not to exceed \$91,352. We have been very happy with the quality of service we receive from Ford vehicles and from Don-Rich Ford. Don Rich Ford's bid is \$656 less than the state bid price for the four cars total.

IMPACT: updating our fleet and adding cars to allow the program to grow and have a positive impact on employee recruitment and retention.

From: Bart Smith [[mailto:donrich @bellsouth.net](mailto:donrich@bellsouth.net)]
Sent: Monday, January 29, 2018 3:15 PM
To: Scott Parker <sparker@villarica.org>
Subject: RE: Don Rich Ford Quote

Scott ,
This is the corrected price quote on the AWD sedan

\$22,838.00

Thanks

Bart R. Smith
General Manager
Don-Rich Ford Co. Inc
(770)459-5132





CITY OF VILLA RICA

City Council Packet

SUBJECT Enter Contract with SEEI for Monitoring

CITY COUNCIL AGENDA DATE:

DATE: 12/21/2017

PREPARED BY: Jim Chambers

FISCAL IMPACT:

OPERATING – \$750 per month

CAPITAL –

OTHER –

FUNDING SOURCE: 2018 IT Budget – remaining funds from what was budgeted for Blue Group

PURPOSE: Utilize the services of Charles Deling with Software Effect for 24/7 monitoring and assistance on high level issues

BACKGROUND: With constant threats arising each day it is imperative we have a proactive approach to monitoring our network for outside threats as well as inside threats. This service allows for monitoring, penetration testing both internal/external, as well problem resolution.

STAFF RECOMMENDATION: I recommend we enter in this agreement not only as monitoring service but a proactive approach to securing our network. Also, this will be an addition into assisting me when I am needing another resource who is vested and familiar with our network.

IMPACT: Entering this agreement gives me a much-needed resource when troubleshooting issues and getting our IT infrastructure back to industry standards. Also with 24/7 monitoring and implementing updated policies on a regular basis, we are taking a proactive approach in safeguarding our data and network resources.

MOTION: I make the motion to enter into an agreement with Charles Deling of Software Effect at a monthly cost of \$750. This will include pen testing and a proactive approach of network monitoring and remediation. Also gives me a much-needed resource in day to day troubleshooting. This does not include fees for engaging in special projects.

Proposal To City of Villa Rica For Server Support and Monitoring

January 13, 2018



**Software Effect Enterprises, Inc
91 Boy Scout Road
Newnan, Georgia 30263
<http://www.softwareeffect.com>
678-854-0250**

SEEI:

City of Villa Rica:

1 Overview

Software Effect Enterprises Inc. (hereafter known as SEEI) proposes to provide the City of Villa Rica services to maintain and monitor the Information Technology equipment used by City of Villa Rica.

2 Services

2.1 Software Support:

SEEI will provide support for the following software packages installed on the systems listed below under System Support. This support will be in the form of assisting applying the appropriate updates and patches and assisting in addressing of any exceptions to the operation of the software. "Appropriate" updates will be determined by the needs of City of Villa Rica and the nature of the change, i.e. bug fix, upgrade with new features, etc. SEEI will be acting in a proactive manner on upgrades and patches by testing new versions as they come available and only installing those which would provide a benefit to City of Villa Rica.

Additional packages and revisions may be added to the list with the agreement of SEEI and City of Villa Rica. Any problems that are discovered with these packages will be addressed by SEEI and the appropriate resolution to prevent or resolve interruption in service to City of Villa Rica's users will be taken.

The following packages may consist of multiple individual applications. All applications in those packages are included in this support function.

- ⑩ Microsoft Windows Server 2008, 2012 and 2016
- ⑩ Microsoft Exchange 2012
- ⑩
- ⑩
- ⑩

2.2 System Support:

SEEI will provide support for Windows servers installed at City of Villa Rica's data center. Support will consist of monitoring (as outlined below under Monitoring) and advising City of Villa Rica of any potential issues that could cause and interruption of service to City of Villa Rica. Logs will be reviewed regularly on each server to verify that the systems have not been compromised and to review resource utilization.

Contact(s) designated by City of Villa Rica may also receive these reports if they select to do so.

Additional systems may be added with the agreement of SEEI and City of Villa Rica:

- ⑩ exchange
- ⑩ PD Server
- ⑩ File Server
- ⑩
- ⑩

2.3 Monitoring

2.3.1 SEEI will utilize the installed monitoring server to monitor the services and the bandwidth utilized by those servers.

2.3.2 The monitoring server will also be configured to notify SEEI and contacts at City of Villa Rica of problems with the servers listed in section 2.2. Additional systems will be added to the monitoring system as needed. These would include:

- ⑩ Managed Switches
- ⑩ Firewalls
- ⑩ Routers

2.3.3 SEEI will operate a server in SEEI's data center that will monitor that connectivity to City of Villa Rica's network remains operating. If City of Villa Rica's connection to the Internet is lost, SEEI and City of Villa Rica will be automatically notified.

2.3.4 In the event that a problem is detected with any component of City of Villa Rica's network, SEEI will simultaneously attempt to contact City of Villa Rica and diagnose the problem. In the event that the problem can be immediately be corrected by SEEI, then SEEI will resolve the issue. If the issue cannot be

SEEI:

City of Villa Rica:

Proposal To City of Villa Rica For Server Support And Monitoring

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resolved remotely by SEEI, SEEI will co-ordinate with City of Villa Rica to resolve the issue.

2.4 Additional Services

SEEI will provide as needed to City of Villa Rica additional services not limited to network design , consulting and bandwidth and network utilization studies.

3 Pricing

3.1 The services outlined in sections 2.1, 2.2 and 2.3.1-2.3.3 will be provided for a fee of \$750 per month

3.2 The services outlined in sections 2.3.4 (except for that part that would be covered by sections 2.1, 2.2 and/or 2.3.1-2.3.3) and 2.4 will be provided at a rate of \$110 per hour or at a rate agreed to by SEEI and City of Villa Rica before the start of work.

4 Terms

4.1 This agreement is for not less than 12 months.

4.2 This agreement may be terminated early with the written agreement by both SEEI and City of Villa Rica.

4.3 After the initial 12 months, the contract will automatically renew month to month. Termination will require a 30 day advance written notice by either party.

4.4 The City of Villa Rica may not implement policies, procedures, or systems that would expose the City of Villa Rica IT system to compromises or negligently permit illegal access to any data.

4.5 Confidentiality:

Except as otherwise provided in this Agreement or with the consent of the other party hereto, each of the parties hereto agrees that all information including, without limitation, the terms of this Agreement, business and financial information, customer and vendor lists, and pricing and sales information, concerning us or you, respectively, or any of our Affiliates provided by or on behalf of any of them shall remain strictly confidential and secret and shall not be utilized, directly or indirectly, by such party for its own business purposes or for any other purpose except and solely to the extent that any such information is generally known or available to the public or through a source or sources other than such party hereto or its affiliates. Notwithstanding the foregoing, each party is hereby authorized to deliver a copy of any such information (a) to any person pursuant to a subpoena issued by any court or administrative agency, (b) to its accountants, attorneys or other agents on a confidential basis, and (c) otherwise as required by applicable law, rule, regulation or legal process including, without limitation, the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, and the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

4.6 Under no circumstances will SEEI or its subcontractors be liable for the following: third-party claims against City of Villa Rica for losses or damages, loss of, or damages to, City of Villa Rica records or data, special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if City of Villa Rica is informed of the possibility. Neither City of Villa Rica nor SEEI grant the other, the right to use its trademarks, trade names, or other designations in any promotion or publication without prior expressed written consent. If either party requires the exchange of confidential information, the exchange will be made under a signed confidential agreement. All other correspondence and information exchanged is not confidential. Either party is free to enter into similar agreements with others. Either party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations outlined in this agreement. Both parties agree not to bring legal action against the other more than two years after the cause arose. Both parties agree that they are not responsible for failure to fulfill obligations due to causes beyond either party's control. City of Villa Rica agrees not to assign or otherwise transfer the agreement or your rights under it, delegate obligations, or resell any services, without prior written consent. Any attempt to do so is void. Either party may terminate this agreement in the event the other party does not comply with the terms outlined. The noncompliant party must be given written notice and reasonable time to comply before termination of the agreement. Any terms of this agreement, which by their nature extend beyond its termination, remain in effect

SEEI:

City of Villa Rica:

Proposal To City of Villa Rica For Server Support And Monitoring

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until fulfilled and apply to respective successors and assignees.

This agreement is valid only in the United States and is governed by the laws of the State of Georgia.

5 Contact information:

All correspondence concerning this contract will be addressed to:

Software Effect Enterprises, Inc.

Attn: Charles H. Deling

91 Boy Scout Road

Newnan, Georgia 30263

All communication concerning services executed by this contract will be sent via email to:

charles@softwareeffect.com

or by phone at:

770-328-0882

All correspondence concerning this contract that is sent to City of Villa Rica should be addressed to:

City of Villa Rica

SEEI:

City of Villa Rica:

Proposal To City of Villa Rica For Server Support And Monitoring

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Contacts at City of Villa Rica to be contacted in the event of a problem with the City of Villa Rica network:

	Name	Email	Cell phone	Times
5.1	_____			24x7
5.2	_____			Weekdays 8-5
5.3	_____			After Hours

This contract is agreed to the _____ day of _____, 20__

By: **Software Effect Enterprises**

Charles H. Deling
President

By: **City of Villa Rica**

(Signature)

(Printed name and title)

SEEI:

City of Villa Rica:



CITY OF VILLA RICA

City Council Packet

SUBJECT SyncGlobal Services for Co-Location

CITY COUNCIL AGENDA DATE:

DATE:

PREPARED BY: Jim Chambers

FISCAL IMPACT:

OPERATING – \$450 per month

CAPITAL –

OTHER –

FUNDING SOURCE: 2018 IT budget – Caselle licensing was budgeted too high in 2018 because of Temple payments for Caselle in the 2016 and 2017 actuals.

PURPOSE: To utilize SyncGlobal's established infrastructure to host our equipment and infrastructure.

BACKGROUND: SyncGlobal has a data center with generator backup, adequate cooling, and power needs supplied at will. They have 24/7 monitoring for AC/Power as well as security.

STAFF RECOMMENDATION: I recommend we move our servers/firewall/webfiltering/VPN to SyncGlobal's data center in a half rack(cabinet) for \$450 a month.

IMPACT: Utilizing SyncGlobal's data center allows us to bring our networks under one managed Firewall webfilter and not worry about cooling, power issues, generator or UPS which can get expensive in their own right.

MOTION: I make the motion for us to enter into an agreement with SyncGlobal provided the indemnification clause can be removed to use their data centers to accommodate our servers as well as our firewall and webfilter not to exceed \$450 per month.

FACILITY LICENSE AGREEMENT:

This Facility License Agreement for Collocation (“**Agreement**”) is entered into as of the ____ day of _____, 2018, between _____ (“**Customer**”) and DoveTel Communications, LLC d/b/a SyncGlobal Telecom, a Georgia limited liability company (“SyncGlobal”) (each a “**Party**” and collectively as the “**Parties**.”) SyncGlobal desires to provide to Customer and Customer desires to obtain from SyncGlobal a license to use certain collocation space and ancillary services at the rates and in accordance with the terms and conditions set forth herein. Accordingly, for value received and by signing below, the Parties enter into, and agree to abide by the terms and conditions of this Agreement.

1. COLLOCATION RIGHTS

1.1 Grant of Collocation Rights. SyncGlobal hereby grants to Customer a nonexclusive right to install, operate and maintain (collectively, the “**Collocation Rights**”) certain communications equipment of Customer (collectively, the “**Equipment**”) in the collocation facility in SyncGlobal’s point of presence (“**POP**”) at the address set in any associated Service Order and Site Exhibit entered into by the parties. The Site Exhibit is attached hereto. In addition, subject to the other terms and conditions of the Collocation Rights, Customer will have the exclusive use of the equipment space within the POP as described on each applicable Site Exhibit attached (the “**Rack Space**”). The use of the POP or Rack Space shall not create or vest in Customer any lease, easements or other ownership or property rights of any nature in SyncGlobal real or personal property.

1.2 Collocation Rights Term. The term of the Collocation Rights for each POP is set out on the corresponding Site Exhibit of this Agreement (“**Collocation Rights Term**”). The Collocation Rights Term for a particular Rack Space will commence on the Commencement Date (as defined below) and will continue until the earlier of (i) the termination of this Agreement as provided in Section 18.2, (ii) the expiration of the Term, (iii) the termination of SyncGlobal lease or other rights in the POP facility housing the Rack Space, (iv) the expiration or earlier termination of any Underlying Agreement, or (v) the existence of damage, destruction or condemnation that renders, in SyncGlobal determination, such POP or portion thereof unusable or inoperable. The “Commencement Date” for the Term shall be determined as set forth below in Section 4. In the event SyncGlobal right to occupy any POP site cease or terminate for any reason, the Collocation Rights granted hereunder shall cease and terminate simultaneously with SyncGlobal rights to occupy the particular POP, and neither Party shall have any further obligations to the other Party except that Customer shall remain liable for payment of accrued charges or other obligations accrued through the date of termination.

2. CUSTOMER FEES

2.1 Monthly Fee. In consideration of the Collocation Rights and Basic Services, Customer will pay SyncGlobal the monthly fee set forth on the applicable Service Order and Site Exhibit to be attached to this Agreement (the “**Monthly Fee**”). Customer will pay SyncGlobal the Monthly Fee in advance on or before the first day of each calendar month during the Term, without deduction or set-off of any kind. The Monthly Fee will begin to apply on the Commencement Date. Payments will be prorated, as necessary, for the first and last months of the Term based on the number of days in each such month.

2.2 Set-Up Fee. Will be listed on associated Service Order(s) and Site Exhibit.

2.3 Additional Fees. If Customer chooses to receive Additional Services (as defined below), then Customer will pay SyncGlobal the amounts due for such Additional Services within thirty (30) days of Customer’s receipt of an invoice for such Additional Services.

3. SYNCGLOBAL SERVICES

3.1 Basic Services. During the Term SyncGlobal will provide Customer access to the POP and the Rack Space and the other services and items as listed below:

- ____ amperes (“amps”) of alternating current (“AC”).
- All building power is generator backed.
- All UPS AC power must be specified as UPS power verses non UPS Power. Both UPS and non UPS AC power is generator backed.
- POP sites will be maintained with environmental conditions (including, but not limited to, adequate ventilation, heating, and cooling) consistent with standard industry practices.
- ____ cabinet space in standard 42U locked access cabinet with adjustable depth of 6" - 30". Overall rack depth is 39".
- SyncGlobal shall order, maintain and provide routine and emergency maintenance on services up to the designated Customer demarcation point located in the Customer’s equipment bay.
- Customer or its equipment suppliers will be permitted escorted access, seven (7) days per week, twenty four (24) hours per day, to the designated demarcation point at the POP for the purpose of maintaining Customer equipment and interconnection facilities. A SyncGlobal escort may accompany the Customer and/or Customer equipment suppliers while on SyncGlobal premises.
- Basic Remote Hands: Any incidents that take less than 15 minutes during Normal Business Hours will not be billed. Best effort response time within two hours. Free incidents may include server reboots, signing for packages under 5lbs and escorted access requests. SyncGlobal is not responsible for any issues or damage caused by rebooting of equipment at customer’s request.

3.2 Additional Services.

Customer may request in writing installation services, additional AC power or DC power, additional back-up power, technical assistance, additional space, assistance in establishing an Interconnection POP (as defined below), additional HVAC, or other services or items not included in the Basic Services (collectively, the "**Additional Services**"). Within twenty (20) business days after receiving such written request, SyncGlobal will notify Customer in writing whether the Additional Services are available and specify SyncGlobal rates for the Additional Services and the costs of any upgrades or expansions needed to accommodate Customer’s request. Customer will provide written notice to SyncGlobal confirming its acceptance of such Additional Services at the quoted rates and costs within fifteen (15) days after Customer’s receipt of SyncGlobal notice regarding such Additional Services. SyncGlobal may, in its sole discretion, increase the fees for Additional Services once each calendar year on a date selected by SyncGlobal to reflect no more than the cumulative changes in the U.S. Consumer Price Index.

Alarms

- SyncGlobal or its designee will continuously monitor security, environmental and power alarms for the POP at one or more manned monitoring centers.
- At Customer’s request and expense, SyncGlobal will establish procedures to allow Customer to share or receive alarm information from Customer’s equipment.

Entrance Facilities

- Rates established on Individual Case Basis (ICB)

Additional Power

- \$15 per amp per month in excess of ____ amps AC power

Technical Support & Escort Labor

- Base rate: \$75.00 per hour (Monday-Friday, 8:00 am to 5:00 pm)
- Overtime rate: \$100 per hour (Monday-Friday, before 8:00 am and after 5:00 pm)
- Premium rate: \$125 per hour (Weekends and Holidays)

Customer shall be allowed escorted access during normal business hours without charge. Access outside of normal business hours must be scheduled per rules set forth in Section 6.1. Access outside of normal business hours will be billed at the applicable hourly charge with a one hour minimum and in half (1/2) hour increments thereafter.

Technical support is available during normal business hours and on a pre-scheduled basis outside normal business hours. Technical support will be billed at the applicable hourly charge with a one hour minimum and in half (1/2) hour increments thereafter.

4. INSTALLATION & INTERCONNECTION

4.1 Prior Approval. Notwithstanding anything herein to the contrary, without the prior written approval of SyncGlobal (which approval will not be unreasonably withheld), Customer shall not (i) undertake any installation, upgrade or modification within or about the POP, (ii) undertake any activity that would in anyway result in an increased cost to SyncGlobal, or that might affect the use of the POP, or other rack space(s) or equipment therein by SyncGlobal or any other user of the POP or racks therein, or (iii) use its Equipment to allow third parties collocated in the POP to interconnect with each other at the POP. It will not be unreasonable for SyncGlobal to disapprove any such activity if the activity violates an agreement between SyncGlobal and the holder of a superior right in the POP from which SyncGlobal acquired its interest in the POP. Customer shall not install, operate, repair, maintain, replace and / or remove any equipment owned or operated by a third party in the Rack Space without approval of SyncGlobal. In addition, in no event shall Customer permit a third party to access and/or use the POP or Rack Space without prior notification to and consent of SyncGlobal.

4.2 Equipment Installation. Fifteen (15) business days prior to Customer's planned original installation, upgrade or modification of Equipment, at the POP, Customer will provide to SyncGlobal a detailed engineering specification including, but not limited to, the following items: (i) notice of Customer's desire to install, upgrade or modify Equipment; (ii) Equipment design drawings; (iii) a requested installation schedule; (iv) any excess cable storage requirements; (v) identification of all Equipment involved; (vi) any necessary cable installation information (vii) any special installation requirements, (viii) the names, and addresses, of the contractors and subcontractors Customer desires to engage, (ix) all other information reasonably required by SyncGlobal ("**Engineering & Installation Specs**"). Within ten (10) days of receiving the Engineering & Installation Specs and all other information reasonably required by SyncGlobal, SyncGlobal will respond with its acceptance or reasonable objections to Customer's installation, upgrade or modification proposal, provided that if the Rack Space or POP is not ready for the original installation of Customer's Equipment, that (among other things) will constitute a reasonable objection to Customer's proposed installation start date. Customer will, at its expense, cause the Equipment to be delivered and installed, upgraded or modified in accordance with the Engineering & Installation Specs as modified, approved and provided to Customer by SyncGlobal. SyncGlobal shall give Customer written notice of the date on which a POP is available for installation of the Equipment. The fifth (5th) business day after the date of such notice shall be the "**Commencement Date**". The Equipment and any subsequent modifications thereto shall comply with the technical interface specification as outlined in the BellCore Publication TR-INS-000342 (High-Capacity Digital Special Access Service), TR-73503 or any other reasonable requirements that SyncGlobal may from time to time establish. At no time shall Customer's entrance, access to the site, or delivery and installation of Equipment be allowed prior to all applicable payments being delivered to SyncGlobal and final Engineering & Installation Specs approval by SyncGlobal as set forth in above.

4.3 Interconnections. Without the prior written consent of SyncGlobal, Customer shall not establish interconnections between Customer's collocated facilities or equipment and the collocated facilities of other parties who are using a POP. Customer shall not use any Interconnection facility to allow third parties collocated in any POP to interconnect with each other at that POP. .

4.4 Rights of Way; Permits. Customer shall provide at its expense all necessary rights-of-way, permits, equipment and SyncGlobal-approved materials to construct, install, upgrade or modify each Interconnect facility and Equipment, including, but not limited to, cables and conduit and any labor charges associated therewith.

4.5 Payment of Costs. Customer will pay or cause to be paid all costs and charges: (i) for work done by Customer or caused by Customer to be performed on or about the POP; (ii) for all materials furnished for or in connection with such work; (iii) for alterations or additions to the POP; and (iv) all other costs or expenses incurred by SyncGlobal and agreed to by the parties arising out of or related to work done by or for the benefit of Customer, including, without limitation, SyncGlobal's recurring and non-recurring fees for Interconnections.

5. MAINTENANCE

5.1 Customer. Customer will protect, maintain, and keep in good order the Rack Space and all Customer Equipment and in doing so will not damage any part of the POP or any property of SyncGlobal, the owner or lessor of the POP or any other person. Customer will not allow any of Customer's debris or supplies to be left in or about the Rack Space or POP. Customer shall provide all maintenance and repair of the Interconnection facilities on Customer's side of the demarcation point. Any improvement, modification, addition to, relocation, or removal of the Interconnection facility by Customer at the POP shall be subject to SyncGlobal's prior review and written approval as provided in Section 4.1. Customer shall be responsible for the proper maintenance, repair and operation of the Equipment, including without limitation any maintenance or repair, which SyncGlobal determines, is necessary to eliminate any potentially unlawful, unsafe or undesirable condition. If Customer fails to rectify the condition to SyncGlobal's satisfaction within ten (10) days after receipt of written notification, or sooner if in the event of an emergency under the particular circumstances, SyncGlobal may, at its option, terminate this Agreement or undertake or arrange for the required maintenance and/or repair. If SyncGlobal elects to perform such maintenance or repair Customer shall reimburse SyncGlobal for all reasonable costs relating to such maintenance or repair, including the costs of all labor and materials.

5.2 SyncGlobal. DoveTel Communications' maintenance responsibility shall be limited to the demarcation point and the associated cross connect, if any, at that point.

6. ACCESS BY CUSTOMER

6.1 Access. Customer acknowledges and agrees that SyncGlobal cannot grant Customer any lesser access requirements or limitations than those access requirements and limitations to which SyncGlobal must comply under SyncGlobal's rights and the terms of its occupancy in the POP (as such rights and terms may be amended) and that SyncGlobal is not responsible for services or other obligations required to be provided by the third-party lessor or owner of any POP leased by SyncGlobal. SyncGlobal will provide Customer with escorted twenty-four (24) hour access to Customer's Rack Space. If Customer requires access to common areas at the POP, then SyncGlobal will provide and Customer will pay SyncGlobal's reasonable charges (including travel expenses) for such access, which may include minimum call-out times, and night, weekend, and holiday additional surcharges. In no case, will Customer enter the common space at the POP without a SyncGlobal escort. SyncGlobal requires notice from Customer twenty-four (24) hours in advance of entering the POP site and seventy-two (72) hours in advance prior to installing Equipment. In the event of an emergency, Customer shall notify SyncGlobal at the time Customer dispatches a technician to the POP site. Notice hereunder shall be to **SyncGlobal's**

Switching Control Center via telephone (888-577-7656) and in addition to DoveTel Communications LLC's email address at NOC@syncglobal.net. Customer shall request that SyncGlobal provide a tracking ticket for the dispatch. SyncGlobal response time to the POP site will depend on location of the technician dispatched, but a minimum of four (4) hours is required. If Customer requests the assistance of SyncGlobal personnel or a SyncGlobal escort with less notice than the required twenty-four (24) or seventy-two (72) hour notice outlined above, Customer shall reimburse SyncGlobal for all reasonable costs relating to such access, including labor associated with access outside SyncGlobal's normal business hours, according to the SyncGlobal's then-current labor rates; the initial rates are set forth on page "2" of this Agreement.

6.2 Security. Customer will comply with SyncGlobal's security requirements. When required by SyncGlobal, Customer employees, customers, or representatives will be issued passes or visitor identification cards which must be presented upon request before entry into the POP and surrendered upon demand or upon termination of this Agreement. Such passes or other identification will be issued only to persons meeting all reasonable security criteria.

6.3 Right to Terminate Individual's Access. Notwithstanding any other provision of this Agreement, SyncGlobal will have the right to immediately terminate the right of access of any Customer personnel, agent or representative if SyncGlobal determines, in its sole discretion, that termination of such access is in the best interest of SyncGlobal, provided that SyncGlobal will not arbitrarily make such a determination. SyncGlobal will promptly notify Customer of any such termination and allow Customer a reasonable opportunity to demonstrate that the individual's access rights should be reinstated. Any termination of an individual's access will remain in effect pending such demonstration and SyncGlobal's determination as to the advisability of such reinstatement.

7. USE OF EQUIPMENT

7.1 Power Use. Customer will not install any Equipment that overloads any electrical circuits or associated hardware at the POP.

7.2 Violations. Except as provided below, if SyncGlobal determines that any part of the Equipment is installed and/or maintained in material violation of the terms and conditions of this Agreement, then SyncGlobal may declare a material breach of this Agreement by Customer.

7.3 Safety. If SyncGlobal determines that Customer's actions, failure to fulfill an obligation of this Agreement or Customer's Equipment poses an immediate and serious threat (i) to the safety of SyncGlobal's employees or the public, or (ii) to the use of the POP or networks by other parties collocated at the POP, or (iii) to the physical integrity of SyncGlobal's facilities or the facilities of such other parties, then SyncGlobal will immediately give notice to Customer, and Customer will immediately take such actions as are necessary to cure such threat. If Customer does not take immediate action to cure such threat, then this will constitute a Default (as defined below) and SyncGlobal may perform such work and/or take such action that it deems necessary (including, without limitation, removal of Customer's Equipment), without liability to Customer for damage to the Equipment or for any interruption of Customer's services. Within thirty (30) days from its receipt of SyncGlobal's invoice for the same, Customer will reimburse SyncGlobal for all reasonable expenses incurred by SyncGlobal and associated with any work or action performed by SyncGlobal pursuant to this Section 7.3.

8. SYNCGLOBAL INSPECTIONS

SyncGlobal reserves the right to make periodic inspections of the Rack Space and any Equipment that is located within or physically attached to the POP. Customer will have the right to have one or more of its employees or representatives present during the time of any such inspection. SyncGlobal will give Customer reasonable advance notice of such inspections, except in those instances where SyncGlobal

determines that safety considerations justify the need for such an inspection without the delay of providing notice. The making of periodic inspections or the failure to do so will not impose upon SyncGlobal any liability of any kind nor relieve Customer of any obligation or liability under this Agreement.

9. OWNERSHIP

Unless specifically provided herein, SyncGlobal and any superior right holder from which SyncGlobal acquired its interest in the POP will retain all ownership rights in the Rack Space and POP and no use by Customer of the Rack Space or POP will create or vest in Customer any easements or other ownership or property rights of any nature in SyncGlobal's real or personal property. Customer will retain ownership of the Equipment, except upon transfer of title pursuant to Section 18.

10. LIENS AND ENCUMBRANCES

Customer will not create and will not permit, and will promptly discharge any lien or encumbrance, including, without limitation, tax liens, mechanics' liens, or other liens or encumbrances, caused or suffered by Customer and placed upon the POP or any of SyncGlobal's equipment or property in or about the POP.

11. SUBORDINATION

The Collocation Rights are subject and subordinate to all restrictions, covenants and encumbrances, if any, to which SyncGlobal, its successors or assigns, may be subject pursuant to SyncGlobal's rights of occupancy of the POP, as established and modified from time to time in the future by the third party lessor or owner of any POP. Upon request, SyncGlobal will provide Customer with copies of all such restrictions, covenants and/or encumbrances.

In addition, Customer's rights under this Agreement will be subordinate to any bona fide mortgages, loans, deeds of trust, or any other encumbrance upon the real or personal property of SyncGlobal (including, without limitation, the POP and SyncGlobal's equipment or property in or about the POP).

12. RELOCATION

Upon sixty (60) days prior written notice or such lesser notice as may be reasonable in an emergency, SyncGlobal may require Customer to relocate the Equipment; provided, however, the site of relocation shall afford comparable environmental conditions for the Equipment, comparable accessibility to the Equipment and does not impact the usefulness of the Rack Space for Customer's Equipment requirements. Customer shall not be required to pay for the cost of improving the POP space to which the Equipment may be relocated or for access charges related to entering the POP space to effect the move. Customer shall be responsible for all costs associated with the relocation of Customer's Equipment if the relocation is required (i) by the owner, lessor or management of the building in which the POP is located, (ii) due to structural damage to the POP, (iii) due to power or HVAC requirements exceeding Customer's original allocation, or (iv) due to expansion of Customer's service requirements.

13. NO RESTRICTIONS

SyncGlobal will have the right to maintain and operate its equipment and the POP in such a manner as will best enable it to fulfill its own service requirements.

14. INSURANCE

14.1 Policy. Customer, at its own expense, will obtain and maintain in full force and effect, without interruption during the Term of this Agreement, the following minimum levels of insurance:

14.1.1 Worker's Compensation insurance covering the legal liability of Customer and its subcontractors under the applicable worker's compensation or occupational disease laws of the state in which the POP is located or the federal government for claims for personal injuries and death resulting therefrom to Customer's and its subcontractors' employees. Customer and its subcontractors will also obtain a minimum of \$1,000,000.00 of Employers' Liability insurance.

14.1.2 Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of Customer and its subcontractors who may be engaged in work or activities on or in the POP ("**Work**"), for claims for personal injuries (including death) and property damage resulting therefrom arising out of Work to be performed by Customer or its subcontractors, in an amount no less than \$2,000,000.00 combined single limit for any one occurrence. Such Commercial General Liability insurance will include broad form contractual liability coverage, products and completed operations and broad form property damage (if required), and SyncGlobal and its affiliates, as well as its and their directors, officers, and employees, will be named as additional insureds on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement. Customer's or its subcontractors' insurance coverage will be primary insurance as respects activities and obligations related to or in connection with this Agreement. Any insurance or self-insurance maintained by SyncGlobal will be excess of Customer's and/or its subcontractors' insurance and will not contribute with it, regardless of any deductible or self-insured amounts maintained by Customer.

14.1.3 Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not) of Customer and its subcontractors who may be engaged in Work, for claims for personal injuries and death resulting therefrom and for property belonging to other than Customer caused by highway licensed vehicles of or used by Customer or its subcontractors in an amount not less than: \$2,000,000.00 per person; \$2,000,000.00 bodily injury per occurrence; \$1,000,000.00 property damage per occurrence. Automobile Liability insurance will provide coverage for owned, hired or non-owned automobile or other automotive equipment and SyncGlobal will be named as an additional insured on such policy.

14.2 Subcontractors. Customer, in its agreements with subcontractors, will require such subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements that are prescribed by this Section 14.

14.3 Subrogation. Customer and its subcontractors hereby, and will require their insurers to, waive and relinquish any right of subrogation against SyncGlobal and its affiliates, and its and their agents, representatives and employees, they might possess for any policy of insurance provided under this Section 14 or under any state or federal Worker's Compensation, or Employer's Liability Act.

14.4 Changes. The insurance company will notify SyncGlobal thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies.

14.5 Rating. Insurance will be placed with insurers with a Best's rating of no less than A: VII or equivalent.

14.6 Coverage for Special Cases. When warranted by the nature of the Work, the insurance requirements to be furnished by Customer and/or its subcontractors under this Section 14 will include coverage for claims arising from, (i) blasting or explosion, (ii) collapse or structural injury to buildings or structures and, (iii) injury to, or destruction of, wires, conduits, pipes, and other such apparatus.

14.7 Umbrella. Customer will obtain and maintain during the Term Umbrella Liability Insurance with a combined single limit for bodily injury and/or personal injury (including death) and property damage of \$5 million each occurrence, excess of the Commercial General Liability or Automobile Liability insurance coverages.

14.8 Certificates of Insurance. If requested in writing by SyncGlobal, Customer will submit to the SyncGlobal Certificates of Insurance evidencing the coverages prescribed by this Section 14 and certifying that such policies have been endorsed as required by this Section 14. Such certificates will be sent to SyncGlobal at the address for receipt of notices indicated herein or to such other address as SyncGlobal may provide to Customer by prior written notice.

14.9 Effect. The provisions requiring Customer to carry insurance shall not be construed as waiving, restricting, or limiting any liability imposed upon Customer under this Agreement, whether or not the same is covered by insurance. It is the intent of the Parties, however, that to the extent there is in force insurance coverage available to cover the legal and contractually assumed liability of the Customer, any payments due as a result of such liability shall be made first from the proceeds of such policies to the extent of the coverage limits.

14.10 Customer's Property.

SyncGlobal and its affiliates, and its and their agents, representatives and employees, will be held harmless by Customer and its subcontractors for any loss or damage to Equipment or other property of Customer and its subcontractors, their servants and employees, and Customer may, at its own expense, carry insurance which provides the necessary protection against loss or damage. Any such insurance will waive subrogation against SyncGlobal and its affiliates, and its and their agents, representatives and employees.

15. LIABILITY LIMITATIONS

15.1 General Limitation of Liability. SyncGlobal will not be liable to Customer, and Customer hereby releases and waives all claims against SyncGlobal for any injury or damage to Customer or its customers arising from interruption of service or power unless such interruption is the result of the gross negligence or willful misconduct of SyncGlobal. EXCEPT AS PROVIDED IN SECTION 15.4, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE, LOSS OF PROFITS OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH, SUCH PARTY'S FAILURE TO PERFORM OR BREACH OF ITS OBLIGATIONS OR A BREACH OF ITS REPRESENTATIONS OR COVENANTS HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF REPLACEMENT SERVICES (ARISING OUT OF TRANSMISSION INTERRUPTIONS OR PROBLEMS, INTERRUPTION OR DEGRADATION OF SERVICE OR OTHERWISE), OR CLAIMS OF A PARTY'S CUSTOMERS. ALL CLAIMS FOR SUCH SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARE HEREBY SPECIFICALLY WAIVED.

15.2 SyncGlobal Liability Cap. IN NO EVENT WILL SYNCGLOBAL'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS RECEIVED BY SYNCGLOBAL FROM CUSTOMER UNDER THIS AGREEMENT, AND IN NO EVENT WILL SYNCGLOBAL'S LIABILITY FOR ALL CLAIMS MADE BY CUSTOMER IN ANY TWELVE (12) MONTH PERIOD EXCEED THE AMOUNTS RECEIVED BY SYNCGLOBAL FROM CUSTOMER UNDER THIS AGREEMENT FOR THAT TWELVE (12) MONTH PERIOD.

15.3 Third-Party Collocators. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT SYNCGLOBAL INTENDS TO ALLOW OTHER INDIVIDUALS OR ENTITIES TO INSTALL

EQUIPMENT AT THE FACILITY. CUSTOMER EXPRESSLY AGREES THAT SYNCGLOBAL WILL NOT BE LIABLE FOR ANY DAMAGES, COSTS OR LOSSES INCURRED BY CUSTOMER AND CAUSED BY THE ACTS OR OMISSIONS OF SUCH OTHER INDIVIDUALS' OR ENTITIES.

15.4 Indemnification. Customer agrees to indemnify, hold harmless and defend SyncGlobal and its affiliates, and its and their employees, contractors and agents, from and against any and all demands, claims, causes of action, fines, penalties, damages, losses, liabilities, judgments, and expenses (including, without limitation, attorneys' fees and court costs) (collectively, "**Claims**") incurred in connection with or arising from the delivery, installation, presence, use or removal of Customer's Equipment.

15.5 Defense of Claim. If any action or proceeding is brought against SyncGlobal or its affiliates, or its or their employees, contractors or agents, by reason of any Claim, then Customer will, on notice from SyncGlobal, defend such Claim at Customer's expense with counsel reasonably satisfactory to SyncGlobal. SyncGlobal or any other indemnified party may participate in the defense of the Claim at its own expense. If Customer assumes the defense of such Claim, Customer does not admit fault or liability on behalf of SyncGlobal and Customer protects the assets of SyncGlobal from levy, lien or seizure, then Customer may control the conduct of the defense of such Claim. The obligations of Sections 15.4 and 15.5 will survive the expiration or other termination of this Agreement.

15.6 SyncGlobal. For the purposes of this Article 15, "DoveTel Communications" shall include SyncGlobal's parents, subsidiaries, or affiliates assisting SyncGlobal in the fulfillment of its obligations under this Agreement.

16. WARRANTIES

The installation of Equipment at the POP by Customer will be conclusive evidence that Customer accepts the POP "as is," and that the POP is suitable for the use intended by Customer and in satisfactory condition at the time the Equipment was installed. SYNCGLOBAL MAKES NO WARRANTY TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO POP OR RACK SPACE, INSTALLATION, QUALITY, DESCRIPTION, MERCHANTABILITY, COMPLETENESS OR FITNESS FOR ANY PURPOSE OF THE FACILITY OR RACK SPACE OR ANY SERVICE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXCLUDED AND DISCLAIMED.

17. DEFAULT

17.1 Procedures. The following shall constitute a default ("Default"): (a) Customer fails to pay any amount due under this Agreement within ten (10) days after such amount becomes due, or (b) after receipt of written notice of the breach, a Party fails to cure the breach within thirty (30) days or, if such breach is not capable of cure within such thirty (30) day period, the breaching Party fails to commence the cure and diligently pursues completion of such cure during and after such thirty (30) day period. In addition to any other right or remedy available with respect to such Default, the non-breaching Party will (i) have no obligation to perform and will not be liable for any refusal to perform its obligations under this Agreement until the breaching Party cures such material breach and (ii) may terminate this Agreement under Section 18 below, without liability to the Party in Default.

17.2 Material Breach. A material breach includes, without limitation: (i) the making by a Party of a general assignment for the benefit of its creditors; (ii) the filing of a voluntary petition in bankruptcy or the filing of a petition in bankruptcy or other insolvency protection against a Party that is not dismissed within ninety (90) days thereafter; or (iii) the filing by a Party of any petition or answer seeking, consenting to, or acquiescing in reorganization, arrangement, adjustment, composition, liquidation,

dissolution or similar relief. Any event of material breach by a Party may be waived in writing at the option of the non-breaching Party.

18. TERM & TERMINATION OF AGREEMENT

18.1 Term. The term of this Agreement (“**Term**”) will commence upon the execution of this Agreement and will continue in effect until the termination of this Agreement in accordance with Section 18.2 below.

18.2 Termination. This Agreement will terminate upon the earlier of (i) the termination or expiration of the Collocation Rights Term, (ii) the non-breaching party’s decision to terminate this Agreement upon Default, or (iii) Customer’s election to terminate after the initial term or any renewal terms by giving DoveTel Communications LLC 120 days notice of termination.

18.3 Effects of Termination.

18.3.1 Except as provided in Section 18.3.2, Customer will, at Customer’s expense, remove its Equipment from all relevant Facilities within fifteen (15) days after termination of this Agreement or termination or expiration of any Collocation Rights Term. Customer will surrender the Rack Space in good condition, reasonable wear and tear excepted. If Customer fails to remove its Equipment within such time, SyncGlobal may remove and store such items at Customer’s expense.

18.3.2 If the Agreement is terminated by SyncGlobal pursuant to Section 18.2 (ii) or (iii) above, then SyncGlobal may, without notice or demand and in addition to any other right or remedy available at law or equity, including without limitation those available in Section 18.3.1, remove all of Customer’s Equipment and store the same at Customer’s expense. Customer hereby waives any damages caused by and claims related to such removal. Any items so removed will be returned to Customer upon payment in full of all removal and storage costs and any other amount due hereunder. If Customer has not paid the amounts due within 30 days following such removal, then SyncGlobal may exercise all rights of ownership over such Equipment.

19. COMPLIANCE

This Agreement and the Collocation Rights provided hereunder are made available subject to and in accordance with the (i) any statutory and/or regulatory requirements in effect at the execution of this Agreement or that subsequently become effective; (ii) any handbook issued by SyncGlobal to the extent that it imposes requirements on collocation and interconnecting, provided that the provisions of this Agreement will control in any conflict. Customer will strictly observe and abide by each of the foregoing requirements.

20. INDEPENDENT PARTIES

The Parties are independent contractors and nothing herein, including the presence of a SyncGlobal or Customer employee or representative (as an inspector or otherwise) while an employee or representative of the other Party is performing work pursuant to this Agreement, will make a Party an agent, partner or joint venturer of the other Party, make a Party liable for the actions of the other Party or relieve a Party of its obligations under this Agreement.

21. NOTICE

Unless otherwise provided in this Agreement, all notices, requests, demands and other communications in connection with this Agreement must be in writing and will be delivered by hand delivery, certified mail return receipt requested or any other delivery system which is capable of providing proof of delivery (e.g. overnight courier). Any notice sent by Certified Mail will be effective on the date of mailing. All other notices will be effective upon delivery. All notices will be addressed to the Parties as follows:

If to SyncGlobal

SyncGlobal Telecom
Attn: Jim Clotfelter, VP
1090A Pacific Avenue
Bremen, GA 30110
Telephone No.: 678-821-1121
Email: jim_clotfelter@syncglobal.net

If to CUSTOMER:

Attn:

Telephone No.:
Email:

22. ASSIGNMENT AND SUBLICENSING

SyncGlobal may freely assign this Agreement. Customer will not sell, assign, pledge, encumber or otherwise transfer, by operation of law or otherwise, all or any part of Customer's rights or obligations under this Agreement; assignments, subleases or transfer to any affiliate, parent or subsidiary are prohibited under this Section without SyncGlobal's prior consent which shall not be unreasonably withheld. Customer shall not permit any other person to occupy or use the POP or any portion thereof without first obtaining SyncGlobal's prior written consent, which consent may be withheld in DoveTel Communications' sole discretion. Customer will notify SyncGlobal sixty (60) days prior to the effective date of any proposed assignment of its intention to assign this Agreement. Any attempted sale, assignment, encumbrance or other transfer of all or any part of this Agreement by Customer without DoveTel Communications' consent will be void and will constitute an automatic and immediate Default of this Agreement, without notice or cure.

23. CONFIDENTIALITY

23.1 Confidential Information. As used herein, a Party's "**Confidential Information**" means all information or data (in oral, written, electronic or other form) related to or owned or controlled by such Party, valuable to such Party and not (i) generally available to the public for reason other than an unauthorized disclosure by the other Party, (ii) independently developed, without information of the Party, by the other Party, or (iii) available from a third party authorized to disclose such information to the other Party.

23.2 Disclosure of Confidential Information. Except as expressly required or permitted hereunder or as required by law (and then only to the extent required), neither Party will directly or indirectly use or disclose to any other person without the other Party's consent any Confidential Information or trade secret of the other Party. Each Party may seek equitable relief (as well as money damages) to protect its interests under this Section 23. This provision will survive for two years following expiration or earlier termination of this Agreement, except with regard to trade secrets, for which the protections given above will continue for so long as the Confidential Information constitutes a trade secret under applicable law.

24. TAXES, FRANCHISE & PERMIT FEES. Customer will pay, together with all interest and penalties, all taxes and other governmental impositions and charges of every kind, including without limitation, all sales, use, value-added, surcharges, excise, franchise, property, gross receipts, license,

privilege or other similar taxes (other than general income tax) arising by virtue of Customer's ownership or use of Customer's equipment and facilities (including without limitation, the Equipment), whether charged to or against Customer or SyncGlobal.

25. MISCELLANEOUS

25.1 Amendment. This Agreement may not be amended or modified except in writing signed by both Parties.

25.2 Governing Law. This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Georgia without regard to its principles of choice of law or conflicts of law. All legal proceedings involving this Agreement or otherwise relating to the transactions described herein shall be brought in Troup County, Georgia.

25.3 Severability. If any provision of this Agreement is found to be illegal or otherwise invalid, then the validity of the remaining provisions will not be impaired. Customer and SyncGlobal will attempt to replace any invalid provision with a valid provision having substantially the same commercial effect as the invalid provision, and such valid provision will be deemed effective retroactively to the date hereof.

25.4 Interpretation. If this Agreement requires judicial interpretation, then SyncGlobal and Customer stipulate that the court should not construe the terms of this Agreement more strictly against the Party preparing this Agreement, it being acknowledged that both SyncGlobal and Customer have sought and received advice of counsel to the extent that each deems necessary for full understanding of all the consequences of these terms and conditions.

25.5 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which when so executed and delivered will be taken to be an original, but such counterparts will together constitute but one and the same document.

25.6 Facsimile Delivery. This Agreement may be delivered by facsimile transmission of an executed counterpart signature page hereof, and after attachment of such transmitted signature page to a copy of this Agreement, such copy will have the same effect and evidentiary value as copies delivered with original signatures. Any Party delivering this Agreement by facsimile transmission will deliver to the other Party, as soon as practicable after such delivery, an original executed counterpart signature page of this Agreement.

26. ENTIRE AGREEMENT

This Agreement, including the attachments constitute the entire agreement between the Parties hereto with respect hereto and collectively constitute the entire agreement and supersede all agreements previous to this Agreement with regard hereto, whether written or oral, between CUSTOMER and SyncGlobal. This Agreement may not be amended or otherwise altered except by written agreement between the Parties hereto. In the event that the terms of this Agreement conflict with any terms contained in an attachment hereto, the terms of this Agreement shall control.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date(s) recorded below.

CUSTOMER

SyncGlobal Telecom

By: _____

By: _____

Name: _____

Name: Jim Clotfelter

Title: _____

Date: _____

Title: VP Sales & Business Development

Date: _____

SITE EXHIBIT

This Site Exhibit is attached to and made a part of the Collocation Agreement between SyncGlobal and the Customer identified below, and collocation in the POP site is subject to all terms and conditions of the Collocation Agreement.

- I. POP SITE ADDRESS: 1090 Pacific Avenue, Suite A, Bremen, GA 30110
- II. COLLOCATION INITIAL TERM: 36 months.
- III. COLLOCATION RENEWAL TERMS: Automatically renews annually unless either Party sends 120 day notice of non renewal.
- IV. COMMENCEMENT DATE: TBD
- V. EQUIPMENT: **QUANTITY** **TYPE**
- VI. SPACE FOOTPRINT:
- VII. POWER REQUIREMENTS: (if other than those provided as Basic Services)
- VIII. ENVIRONMENTAL REQUIREMENTS: (if other than those provided as Basic Services)

RACK SPACE	ONE-TIME SETUP FEE	INITIAL MONTHLY RATE PER RACK	INITIAL MONTHLY FEE



RE: SYNCGLOBAL TELECOM DR/BCP STATEMENT

SyncGlobal has numerous recovery protocols for the various areas of infrastructure involved with being a facilities-based telecommunications provider. These protocols cover outside plant, core and edge electronics, distributed IP switch components, routing protocols and network configuration documentation. Each quarter SyncGlobal's DR/BCP committee meets to review these protocols and engage in the ever-evolving process of identifying all manner of service-affecting emergencies and designing avoidance, continuity, and recovery plans for each.

Key DR/BCP Protocols & Initiatives:

- SyncGlobal maintains spare inventory of all CPE, core network servers and routers, and outside plant equipment.
- SyncGlobal maintains backup generators and fuel locally.
- SyncGlobal purchases annual vendor support plans for all of critical equipment, which includes immediate replacement equipment and engineering support if ever needed.
- In addition to advanced vendor support, SyncGlobal has insurance policies in place to cover all expenses for augmenting our staff with onsite vendor engineers, new equipment, temporary facility replacement, and permanent replacement cost. Additionally, our insurance policies fully fund SyncGlobal's operational expenses during time of emergency.
- SyncGlobal backs up all equipment configurations daily in multiple cities on our network over our internal cloud. As a result, spare or emergency equipment implementation will never be delayed due to manual reprogramming. Instead, backup configurations are ready for rapid upload to the new device.
- Much of SyncGlobal's network elements are distributed to more than one location. If we lose equipment, we are in a position to repair. If we lose an entire site, we are in a position to affect an interim repair while actively engaged in permanent repair efforts.
- SyncGlobal has prepared our CO and POP locations with yard access to preconfigured splice boxes for quick activation of an emergency base site.
- SyncGlobal has an active Mutual Emergency Support Agreement and direct network connectivity in place with another facilities-based CLEC. This agreement includes interim office locations for network management and customer support, central office mobile units, outside plant personnel and equipment.

SyncGlobal Telecom Infrastructure, Operations & Personnel Overview

I. Facility

- a. SyncGlobal operates one central office, network operations center, and colocation/data center facility at our headquarters location at 1090 Pacific Avenue, Suite A, Bremen, GA 30110, along with numerous points of presence locations along its network.
- b. A/B power feeds are present in the data center.

- c. Generator backup: 500 kW Generac w/ two weeks of diesel fuel; 85 kW WisperWatt w/ one week of diesel fuel. Dual generators are located on opposite sides of property utilizing diverse ATS / fuse panels and wiring. Generators are load-tested weekly by SyncGlobal facilities staff and are inspected semi-annually by manufacturer. Extremely clean power -- Generac power factor 0.99. TVSS in place on every fuse panel in building. Spare transformers are kept on site. Licensed electricians on staff.
 - d. Battery backup system will run critical systems for 15 hours; however, generator power is established in two minutes.
 - e. Data center has redundant HVAC systems including base systems and mobile units.
 - f. The network operations center is staffed during regular business hours, and customers have access to NOC support staff 24/7. On-site support can be made available at anytime.
 - g. Data center security: Outside access into SyncGlobal's corporate office / data center and interior access into Central Office and Network Operations Center is controlled by Lenel security access control system and key card access. SyncGlobal utilizes surveillance cameras at all points of entrance and in all work zones.
- II. Network
- a. Backbone connectivity to data center: As a fully facilities-based CLEC and fiber utility company, SyncGlobal's central office and data center are served by geographically diverse buried fiber facilities that are owned and maintained by SyncGlobal. These backbone routes run east to Atlanta's major carrier hotel, north to carrier meet-me row in Chattanooga, TN, and south to Carrollton, GA, and west to Heflin, AL. Extending from these backbone routes is a wealth of local fiber providing point-to-point connectivity to sites throughout west/northwest Georgia and eastern Alabama's municipal areas.
 - b. Network redundancy (simplified): Core BGP ring is geographically diverse w/ multi-homed transit peers and dual core routing engines.
 - c. Encryption methods used: SSH, L2TP, IPsec, SSL. Varies by customer/purpose. Private link on transport service; no multi-customer aggregation.
 - d. Internet network redundancy: SyncGlobal is a true ISP with multiple upstream providers. We connect directly to other peering partners and through Internet exchanges to many additional peering partners. Extremely low hop counts/low latency. SyncGlobal utilizes multi-homed architecture featuring simultaneous upstream provider feeds originating from geographically diverse access points (Atlanta and Indianapolis) and traveling across a diverse and redundant router network.
 - i. Upstream Provider Diversity
 - ii. Access point Diversity
 - iii. Route Diversity
 - iv. Router Redundancy
 - e. Monitoring system: SYSLOG, SNMP monitoring system, monitors all SyncGlobal core and edge equipment. Staff is notified via email and phone alerts.

Vaonet OAM&P system monitors core and edge devices, as well as LAN ports and can notify customers with alerts on LAN equipment.

III. Staff

- a. SyncGlobal Telecom's parent company, SynchroNet, is an EF&I company that began designing and building large networks for other telco's in 1997. That intellectual capital is now housed in SyncGlobal.
- b. Certifications: A+; Network+; ATSP/IN; Alcatel Lucent; Nortel; Juniper; MetaSwitch; Cienna; Adtran; Georgia PSC Low Voltage Telecommunications License; Utility Contractor License w/ Utility Manager and Utility Foreman certificates.
- c. NOC staff is available 24/7
- d. Trouble Reporting and Support
 - i. See NOC Trouble Reporting Document for information pertaining to online ticketing system, trouble reporting, afterhours reporting, status updating, response times, and escalation.
- e. SyncGlobal maintains its own in-house outside plant division for all underground/overhead fiber construction, locate/maintenance, and repair.
 - i. Time-to-deployment for emergency fiber repair is within two hours. Time-to-repair is dependent on nature of fiber damage and access to fiber-cut site.



1090A Pacific Avenue, Bremen, GA 30110
Phone: 770-537-1410 Fax: 770-537-6107

City of Villa Rica

Service Order: SGCVR1801-CO
Service Order Date: 1/11/2018
Service Type: Physical Colocation
Service Term: Concurrent with existing services

Service Description

This proposal is for a physical colocation arrangement at the SyncGlobal Data Center located at 1090 Pacific Avenue, Bremen, Georgia. Price schedule identifies one-time and monthly recurring costs associated with a ½ rack space physical colocation (19" locking cabinet) in SyncGlobal's common area colocation area.

Data Center Features:

- Generator-backed and battery-backed UPS power
- FM-200® (heptafluoropropane) fire suppression system
- Primary, secondary, and portable conditioning
- Temperature monitoring
- Access control and security monitoring

Non-recurring Cost (NRC)

Set-Up Fee for Colocation	NRC
• ½ rack space in 19" locking cabinet, power, cross connect set-up, transport implementation	\$300.00
• Intentionally Left Blank	
Total NRC	\$300.00

Monthly Recurring Cost (MRC)

Service Description	MRC
• ½ Rack Space (19" locking cabinet) 20 AMP AC Power, single feed, UPS / generator backup	\$450.00
• 1Gb Data Center Cross Connect	Included
• Colocation Management: conditioning & fire suppression, maintenance, security	Included
Total MRC	\$450.00

- Additional Power: \$15 per AMP

-- Service Order SGCVR1801-CO is governed by terms and conditions set forth in associated Facilities License Agreement for Colocation CVR-FLA-0716.
-- This Service Order expires if not executed within 60 days of Service Order date.
-- The information contained in this Service Order is proprietary and may not be disclosed to third parties without prior written permission from SyncGlobal.

SyncGlobal Telecom

By: _____
Name: Jim Clotfelter
Title: VP, Sales & Business Development
Date: _____

City of Villa Rica

By: _____
Name: _____
Title: _____
Date: _____



CITY OF VILLA RICA

City Council Packet

SUBJECT Establish Microsoft License Account

CITY COUNCIL AGENDA DATE:

DATE: 12/21/2017

PREPARED BY: Jim Chambers

FISCAL IMPACT:

OPERATING – \$677.50

CAPITAL –

OTHER –

FUNDING SOURCE: 2018 IT budget

PURPOSE: Start a Microsoft License Account to adequately inventory and track our Microsoft Licensed products as well as quicker purchasing options.

BACKGROUND: Currently we have to order a license key and the process can take several days where if we have a license agreement in place, we can purchase as we go.

STAFF RECOMMENDATION: Recommend setting up this account so we can track our licenses as well as order new licenses as needed with no delay.

IMPACT: This greatly reduces wait time which can lead to downtime if a license is needed for operating systems or office product. Also for upgrading products such as OS/SQL/Office

MOTION: I make the motion to establish a Microsoft License Account for inventory/audit/purchasing purposes. This purchase of \$677.50 is for 5 copies of Windows 10 Professional to upgrade several various versions of Windows Home operating systems we currently have.

Quote # 100074061 - Microsoft Windows 10 Professional
Cust #: C00103486 (City of Villa Rica GA)
Quote Date: Jan 26, 2018

Sold to:

Accounts Payable
City of Villa Rica GA
571 West Bankhead Hwy
Villa Rica , Georgia, 30180
T: 770-846-8051
jchambers@villarica.org

Ship to:

Accounts Payable
City of Villa Rica GA
571 West Bankhead Hwy
Villa Rica , Georgia, 30180
T: 770-846-8051
jchambers@villarica.org

Payment Method

No Payment Information Required

Shipping Method:Free Shipping

Free Shipping

(Total Shipping Charges \$0.00)

#	Products	SKU	Price	Qty	Subtotal
1	Microsoft Windows 10 Professional - Upgrade License - 1 PC - Local Government - Single Language - PC FQC-09550	MSF-FQC-09550	\$137.11	5	\$685.55

Please note that Microsoft has a minimum quantity to be ordered of (5), unless you provide a valid Microsoft Authorization number when ordering. Once you order at least 5 units, you will be given an authorization number that you may use for purchases of other MOLP licenses for 2 years.

Subtotal: \$685.55
Tax: \$0.00
Grand Total (Incl. Tax): \$685.55

Thank you for your order. We value your business and will continue to provide you excellent service in addition to our comprehensive product line. All returns must be authorized and clearly marked with a valid RMA number. Returns are subject to restock fees when applicable.
Quotes are valid for 30-days unless otherwise noted.

Jamison Shrader
jamison.shrader@scw.com
Southern Computer Warehouse
1395 S. Marietta Parkway | Building 300-106
Marietta, GA 30067
(P) 877-468-6729
(F) 770-579-8937

Quote Number:	2231637	Created By:	Brittany Noble
Description:		Created Date:	1/25/2018 1:52:20 PM
Contact Name:	Jim Chambers	Modified By:	Brittany Noble
Contact Email:	jchambers@villarica.org	Modified Date:	1/25/2018 1:52:20 PM
PO Number:		Order Notes:	
Phone Number:			
Fax Number:			
Ship Via:	Fedex Ground		

BILL TO

 City of Villa Rica (1200096543)
 571 West Bankhead Highway
 VILLA RICA GA 30180

SHIP TO

 City of Villa Rica (default)
 571 West Bankhead Highway
 VILLA RICA GA 30180

QUOTE ITEMS

	Description	Qty	Price	Ext Price
System 1				
	Windows Server 2016 Standard - license Mfr: Microsoft Mfr #: 9EM-00254 List Price: 88.00	8	80.81	646.48

Microsoft Windows Server 2016 Standard - License - 2 cores - local - OLP: Government - English

Quote is valid until 2/1/2018

System Subtotal:	646.48 USD
Subtotal:	646.48 USD
Fedex Ground Shipping:	0.00 USD
Total Tax:	0.00 USD
Total:	646.48 USD

You Saved 57.52 USD!

Thank you for giving PCM-G the opportunity to quote you these items.

We look forward to doing business with you in the future.

Product Prices and Sales Tax are subject to change without notice and a Freight charge may be added to the invoice.

If you have any questions regarding your order, contact your Account Representative Brittany Noble.

Brittany.Noble@pcm.com

(937) 808-4092

Times listed are Pacific Time.

PART I – CHARTER AND RELATED LAWS

Subpart A – CHARTER

ARTICLE I. - CREATION, INCORPORATION, POWERS

Sec. 1.11. - Incorporation.

The City of Villa Rica, Georgia, in the Counties of Carroll and Douglas, and the inhabitants thereof shall continue to be a body politic and corporate under the same name and style of the City of Villa Rica, Georgia. Under that name, said city shall continue to be invested with all the property which now belongs to the corporation; shall have perpetual succession; may sue and be sued; may contract and be contracted with; may acquire and hold such property, real and personal, as may be devised, bequeathed, sold or in any manner conveyed or dedicated to or otherwise acquired by it, and from time to time may hold or invest, sell or dispose of the same; may have a common seal and alter and renew the same at will; and may exercise in conformity with this charter all municipal powers, functions, rights, privileges and immunities of every name and nature whatsoever.

Sec. 1.12. - Corporate boundaries.

- (a) The boundaries of the City of Villa Rica shall be those existing on the effective date of the adoption of this charter with such alterations as may be made from time to time in the manner provided by law. The current boundaries of the City of Villa Rica, at all times, shall be shown on a map, a written description or any combination thereof, to be retained permanently in the office of the city manager and to be designated, as the case may be: "Map (or Description) of the Corporate Limits of the City of Villa Rica, Georgia." Alterations in these boundaries shall be indicated by appropriate entries upon or additions to such map or description. Such entries or additions shall be made by and under the direction of the mayor. Photographic, typed, or other copies of such map or description certified by the city manager shall be admitted in evidence in all courts and shall have the same force and effect as with the original map or description.
- (b) The city council may provide for the redrawing of any such map. A redrawn map shall supersede for all purposes the earlier map or maps which it is designated to replace.

Sec. 1.125. - Corporate boundaries; limits.

The corporate limits of the City of Villa Rica shall be those existing as of December 31, 2016 as shown on the maps of the City.

Sec. 1.126. - Corporate boundaries; change.

The corporate limits of the City of Villa Rica shall also include the following described area:

All that tract or parcel of land lying and being in Land Lot 195 and Land Lot 196 of the 6th District of Carroll County, Georgia, and being more particularly described as follows: BEGINNING at the intersection of the southwesterly right-of-way of Georgia State Highway 101, a/k/a Rockmart Road, and the northwesterly right-of-way of Georgia Highway 61 Connector, a/k/a Industrial Boulevard, and from said POINT OF BEGINNING, running in a southwesterly direction along the northwesterly

right-of-way of said Georgia Highway 61 Connector a distance of 1100 feet, more or less, but specifically to the property of the City of Villa Rica known as Gold Dust Park; thence running in a northerly direction along the easterly line of property of the City of Villa Rica a distance of 270 feet, more or less, but specifically to the northeast corner of said City of Villa Rica property; thence running in a westerly direction along the northerly line of said City of Villa Rica property 1,470 feet, more or less, but specifically to the northwest corner of said City of Villa Rica property; thence running in a southerly direction along the westerly line of said City of Villa Rica property 1,150 feet, more or less, but specifically to the south land lot line of Land Lot 195; thence running in a westerly direction along the south land lot line of Land Lot 195 and Land Lot 916, 2,280 feet, more or less, but specifically to the southeast corner of Iron Creek Mobile Home Park; thence running in a northerly direction along the easterly line of said Mobile Home Park 1,430 feet, more or less, but specifically to the south line of property now or formerly owned by Daniel Bearden and Marilee Bearden; thence running in an easterly direction 4,650 feet, more or less, but specifically to the southwesterly right-of-way of Georgia State Highway 101; thence running in a southeasterly direction along said southwesterly right-of-way 40 feet, more or less, but specifically to the point of beginning.

Sec. 1.13. - Specific powers.

The corporate powers of the government of the City of Villa Rica, to be exercised by the governing authority, may include the following:

- (1) To levy and provide for the assessment, valuation, revaluation, and collection of taxes on all property subject to taxation;
- (2) To levy and provide for the collection of license fees and taxes on privileges, occupations, trades, and professions, and to license and regulate such privileges, occupations, trades, and professions and to provide for the manner and method of payment of such licenses and taxes;
- (3) To make appropriations for the support of the government of the city, to authorize the expenditure of money for any purposes authorized by this charter and for any purpose for which a municipality is authorized by the laws of the State of Georgia and to provide for the payment of expenses of the city;
- (4) To appropriate and borrow money for the payment of debts of the city, and to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized by this charter or the laws of the State of Georgia;
- (5) To acquire, dispose of, and hold in trust or otherwise any real, personal, or mixed property, in fee simple, or lesser interest, inside or outside the property limits of the city;
- (6) To accept or refuse gifts, donations, bequests or grants from any source for any purpose related to the powers and duties of the city and the general welfare of its citizens, on such terms and conditions as the donor or grantor may impose;
- (7) To condemn property, inside or outside the corporate limits of the city for present or future use, and for any corporate purpose deemed necessary by the governing authority, under [O.C.G.A. title 22] or under oath applicable Public Acts as are or may be enacted;
- (8) To acquire, lease, construct, operated [operate], maintain, sell and dispose of public utilities, including but not limited to a system of waterworks, sewers and drains, sewage disposal, gas works, electric light plants, transportation facilities, public airports and any other public utility; to fix the taxes, charges, rates, fares, fees, assessments, regulations and penalties and withdrawal of service for refusal or failure to pay same and the manner in which such remedies shall be enforced;
- (9) To grant franchises or make contracts for public services; to prescribe the rates, fares, regulations and standards and conditions of service applicable to the service to be provided by the franchise grantee or contractor, insofar as not in conflict with such regulations by the public service commission;

- (10) To lay out, open, extend, widen, narrow, establish or change the grade of, abandon or close, construct, pave, curb, gutter, adorn with shade trees, otherwise improve, maintain, repair, clean, prevent erosion of, and light roads, alleys and walkways within the corporate limits of the city;
- (11) To grant franchise and rights-of-way throughout the streets and roads, and over the bridges and viaducts, for the use of public utilities;
- (12) To provide for the acquisition, construction, building, operation and maintenance of public ways, parks and playgrounds, recreational facilities, cemeteries, markets and market houses, public buildings, libraries, sewers, drains, sewerage treatment, airports, hospitals and charitable, cultural, educational, penal and medical institutions, agencies and facilities; and any other public improvements, inside or outside the corporate limits of the city; and to regulate the use thereof, and for such purposes, property may be acquired by condemnation under [O.C.G.A. title 22], or other applicable Public Acts, as are or may be enacted;
- (13) To require real estate owners to repair and maintain in a safe condition the sidewalks adjoining their lots or lands; and to enact ordinances establishing the terms and conditions under which such repairs and maintenance shall be effected, including the penalties to be imposed for failure to do so;
- (14) To regulate the erection and construction of buildings and all other structures; to adopt building, housing, plumbing, electrical, gas and heating and air conditioning codes and to regulate all housing, building and building trades; to license all building trades and to license the construction and erection of buildings and all other structures;
- (15) To provide for the prevention and punishment of drunkenness and public disturbances;
- (16) To regulate or prohibit junk dealers; pawnshops; the manufacture, sale, or transportation of intoxicating liquors; and to regulate the transportation, storage and use of combustible, explosive and inflammable materials, the use of lighting and heating equipment, and any other business or situation which may be dangerous to persons or property;
- (17) To regulate and control the conduct of peddlers and itinerant trades, theatrical performances, exhibitions, shows of any kind whatever, by taxation or otherwise;
- (18) To prohibit or regulate and control the erection, removal and maintenance of signs, billboards, trees, shrubs, fences, buildings and any and all other structures or obstructions upon or adjacent to the rights-of-way of streets and roads or within view thereof, within or abutting the corporate limits of the city, and to prescribe penalties and punishment for violation of such ordinances;
- (19) To prescribe standards of health and sanitation and to provide for the enforcement of such standards;
- (20) To regulate the emission of smoke or other exhaust which pollutes the air and to prevent the pollution of natural streams which flow within the corporate limits of the city;
- (21) To fix and establish fire limits and from time to time to extend, enlarge or restrict same; to prescribe fire safety regulations not inconsistent with general law, relating to both fire prevention and detection and to firefighting, and to prescribe penalties and punishment for violation thereof;
- (22) To provide for the destruction and removal of any building or other structure which may become dangerous or detrimental to the public;
- (23) To provide for the collection, method of collection and disposal of garbage, rubbish and refuse and to regulate the collection and disposal of garbage, rubbish, and refuse by others; and to provide for the separate collection of glass, tin, aluminum, cardboard, paper and other recyclable materials and to provide for the sale of such items;
- (24) To levy, fix, assess and collect a garbage, refuse and trash collection and disposal and other sanitary service charge, tax or fee, for such services as may be necessary in the operation of the city from all individuals, firms, and corporations residing in or doing business therein

benefiting from such services; to enforce the payment of such charges, taxes, fees and to provide for the manner and method of collecting such service charges;

- (25) To levy a fee, charge or sewer assessment as necessary to assure the acquiring, constructing, equipping, operating, maintaining and extending of a sewerage disposal plant and sewerage system and to levy on the users of sewers and the sewerage system a sewer service assessment or sewer fee for the use of the sewers; and to provide for the manner and method of collecting such service charges and for enforcing payment of same;
- (26) To charge, impose and collect a sewer connection fee or fees and to charge the same from time to time; such fees to be levied on the users connecting with the sewerage system;
- (27) To define, regulate and prohibit any act, practice, conduct or use of property which is detrimental, or likely to be detrimental, to the health, sanitation, cleanliness, welfare and safety of the inhabitants of the city and to provide for the enforcement of such standards;
- (28) To define a nuisance and provide for its abatement whether on public or private property;
- (29) To provide for the preservation and protection of property and equipment of the city and administration and use of same by the public and to prescribe penalties and punishment for violations thereof;
- (30) To establish minimum standards for and to regulate building construction and repair, electrical wiring and equipment, gas installation and equipment, plumbing and housing, for the health, sanitation, cleanliness, welfare and safety of inhabitants of the city and to provide for the enforcement of such standards;
- (31) To provide that persons given jail sentences in the municipal court shall work out such sentence in any public works or on the streets, roads, drains and squares in the city; or to provide for the commitment of such persons to any county work camp or jail by agreement with the appropriate county officials;
- (32) To adopt ordinances and regulations for the prevention of disorderly conduct and disturbing the peace in the corporate limits of the city and to prohibit the playing of lotteries therein, and to prohibit or regulate by ordinance such other conduct and activities within said city, which while not constituting an offense against the laws of this state, are deemed by the governing authority to be detrimental and offensive to the peace and good order of the city or to the welfare of the citizens thereto;
- (33) To regulate and license, or prohibit the keeping or running at large of animals and fowl and to provide for the impoundment of same, if in violation of any ordinance or lawful order; also to provide for their disposition by sale, gift, or humane destruction, when not redeemed as provided by ordinance enacted hereunder;
- (34) To regulate the operation of motor vehicles and exercise control over all traffic, including parking, upon or across the streets, roads, alleys and walkways of the city;
- (35) To regulate and license vehicles operated for hire in the city; to limit the number of such vehicles; to require the operators thereof to be licensed; to require public liability insurance of such vehicles in the amounts to be prescribed by ordinance; and to regulate and rent parking spaces in public ways for the use of such vehicles;
- (36) To provide and maintain a system of pensions and retirement for officers and employees of the city;
- (37) To levy and provide for the collection of special assessments to cover the costs for any public improvements;
- (38) To enter into contracts and agreements with other governmental entities and with private persons, firms and corporations providing for services to be furnished and payments to be made therefor;

- (39) To create, alter, or abolish departments, boards, offices, commissions and agencies of the city, and to confer upon such agencies the necessary and appropriate authority for carrying out all the powers conferred or delegated to same;
- (40) To make, ordain and establish such bylaws, ordinances, rules and regulations as shall appear necessary for the security, welfare, convenience and interest of the city and the inhabitants thereof and for preserving the health, peace, order and good government of the city;
- (41) To provide penalties for violations of any ordinance adopted pursuant to the authority of this charter and the laws of the State of Georgia;
- (42) To exercise the power of arrest through duly appointed policemen;
- (43) To establish procedures for determining and proclaiming that an emergency situation exists within or without the city and to make and carry out all reasonable provisions deemed necessary to deal with or meet such an emergency for the protection, safety, health or well-being of the citizens of the city;
- (44) To exercise and enjoy all other powers, functions, rights, privileges and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience or general welfare of the city and its inhabitants; and to exercise all implied powers necessary to carry into execution all powers granted in this charter as fully and completely as if such powers were fully enumerated herein; and to exercise all powers now or in the future authorized to be exercised by other municipal governments under other laws of the State of Georgia. No enumeration of particular powers in this charter shall be held to be exclusive of others, nor restrictive of general words and phrases granting powers; but shall be held to be in addition to such powers unless expressly prohibited to municipalities under the constitution or applicable laws of the State of Georgia.

Sec. 1.14. - General powers.

In addition to all other powers herein granted, the city shall be vested with any and all powers which municipal corporations are or may hereafter be authorized or required to exercise under the constitution and laws of the State of Georgia, as fully and completely as though such powers were specifically enumerated herein; and any and all powers which the city was heretofore authorized to exercise upon the effective date of this charter.

Sec. 1.15. - Construction.

The powers of the city shall be construed liberally and in favor of the city. The specific mention or failure to mention particular powers in this charter shall not be construed as limiting in any way the general power of the city as stated in this charter. It is the intention hereof to grant the city full power and right to exercise all governmental authority necessary for the effective operation and conduct of the city and all of its affairs.

Sec. 1.16. - Exercise of powers.

All powers, functions, rights, privileges and immunities of the city, its officers, agencies or employees shall be carried into execution as provided by this charter. If this charter makes no provision such powers, functions, rights, privileges, and immunities shall be carried into execution as provided by ordinance of the governing authority and as provided by pertinent laws of the State of Georgia.

Sec. 1.17. - Ordinances.

All ordinances, bylaws, rules and regulations now in force in the city not inconsistent with this charter, are hereby declared valid and of full effect and force until amended or repealed by the governing authority.

ARTICLE II. - GOVERNING BODY

Sec. 2.10. - Creation; composition; number; election.

The legislative authority of the government of the City of Villa Rica, Georgia, except as otherwise specifically provided in this charter, shall be vested in a city council to be composed of a mayor and five (5) councilmembers. The mayor and councilmembers shall be elected in a manner provided by article V of this charter.

Sec. 2.11. - Qualifications for office.

- (a) No person shall be eligible to serve as mayor or ~~councilman~~councilmember unless he/she shall have been a resident of the city for a period of not less than one year immediately prior to the date of the election of mayor or members of the council and shall continue to reside therein during his/her period of service and shall be registered and qualified to vote in municipal elections of the City of Villa Rica, Georgia, and unless he/she shall meet the qualification standards required for members of the Georgia House of Representatives, as are now or may in the future be prescribed by the Georgia Constitution.
- (b) No person shall be eligible as a candidate for the office of ~~councilman~~councilmember or to remain in office as a ~~councilman~~councilmember, unless he/she shall reside in the ward for which he/she is elected.

Sec. 2.12. - Compensation and expenses.

The mayor and councilmembers shall receive as compensation for their services an amount prescribed by ordinance passed by the council in conformity with the laws of the State of Georgia. The mayor and councilmembers shall be entitled to receive their actual and necessary expenses incurred in the performance of their duties of office as prescribed by ordinance.

Sec. 2.13. - Prohibitions.

- (a) *Holding other office.* Except as authorized by law, no member of the council shall hold any other elective city office or city employment during the term for which he/she was elected.
- (b) *Voting when personally interested.* Neither the mayor nor any other member of the council shall vote upon any question in which he/she is personally interested. The mayor and councilmembers shall abide by the "Code of Ethics and Prohibited Practices" incorporated in this charter as "appendix A."

Sec. 2.14. - Inquiries and investigations.

The council may make inquiries and investigations into the affairs of the city and the conduct of any department, office or agency thereof and for this purpose may subpoena witnesses, administer oaths, take testimony and require the production of evidence. Any person who fails or refuses to obey a lawful order issued in the exercise of these powers by the council shall be punished as provided by ordinance.

Sec. 2.15. - General power and authority of the council.

- (a) Except as otherwise provided by law or by this charter, the council shall be vested with all the powers of government of the City of Villa Rica, Georgia, as provided by article I of this charter and state law.
- (b) In addition to all other powers conferred upon it by law, the council shall have the authority to adopt and provide for the execution of such ordinances, resolutions, rules and regulations, not inconsistent with this charter, the constitution and the laws of the State of Georgia, which it shall deem necessary, expedient or helpful for the peace, good order, protection of life and property, health, welfare, aesthetics, sanitation, comfort, convenience, prosperity or well-being of the inhabitants of the City of Villa Rica, Georgia, and may enforce such ordinance by imposing penalties for violation thereof.

- (c) The council may by ordinance create, change, alter, abolish or consolidate offices, agencies and departments of the city and may assign additional functions to any of the offices, agencies and departments expressly provided for by this charter.

Sec. 2.16. - Powers and duties of mayor.

The mayor shall be the chief executive official of the city and chief advocate of policy. He/she shall preside at meetings of the council, shall sign ordinances and resolutions except as otherwise provided by this charter, shall sign deeds, bonds, contracts, and other instruments or documents when authorized by the council to do so. The mayor shall vote only in case of a tie. The mayor shall perform such other duties as may be imposed by this charter or by ordinance of the council not inconsistent therewith.

Secs. 2.17 - 2.19. - Reserved.

Sec. 2.20. - Organization of council, mayor pro tem.

- (a) The new councilmembers shall be sworn in by any officer authorized by law to administer an oath and the oath of office shall be administered as required by state law.
- (b) Following the induction of members, the council by majority vote of all the members thereof shall elect one (1) of their members to be mayor pro tem, who shall serve for a term of one (1) year and until his/her successor is elected and qualified. The mayor pro tem shall preside at meetings of the Council in the temporary absence of the mayor.
- (c) In the event the Mayor is unable to carry out his/her designated duties due to vacation of office, or some other unforeseen circumstance, the mayor pro tem shall immediately assume the position of interim mayor pending a special election to fill the vacancy. The interim mayor shall have all of the powers of the mayor, with the exception of the power of veto. The interim mayor shall retain his/her right to vote as a member of the council. Once the vacancy in the office of the mayor is resolved by law then the interim mayor shall revert back to his/her prior status on the council.
- (d) If the mayor pro tem shall become the interim mayor pursuant to the preceding paragraph then the council shall elect a new mayor pro tem to complete the term of the previous mayor pro tem. If the interim mayor should leave office as set forth in the preceding paragraph then the new mayor pro tem will become the interim mayor.
- (e) The mayor pro tem shall preside at meetings of the city council upon the mayor's absence or in case of the mayor's temporary physical or mental disability, suspension from office, or other unforeseen circumstance preventing the mayor from temporarily carrying out the duties of the office. The mayor pro tem shall have no veto power and shall not assume any other powers of the mayor except that the mayor pro tem shall be authorized to sign contracts, ordinances, and resolutions where the council has authorized him/her to do so and the mayor has not exercised a veto of the action. When presiding at meetings of the city council, the mayor pro tem may vote on all matters and in all instances in which he/she would be authorized to vote if he/she were not presiding.

Sec. 2.21. - Regular and special meetings.

- (a) The council shall hold regular meetings at such places and times as prescribed by ordinance. The council may recess any regular meeting and continue such meetings on any weekday or hour it may fix and may transact any business at such continued meeting as may be transacted at any regular meeting.
- (b) Special meetings of the council may be held on call of the mayor with the consent of at least two (2) members of the council or upon the call of three (3) councilmembers. Notice of such special meetings shall be served on all other members by e-mail personally, by telephone personally, or shall be left at their residences at least twenty-four (24) hours in advance of the meeting. Such notice shall not be required if the mayor and all councilmembers are present when the special meeting is called.
- (c) All meetings of the council shall be public.

Sec. 2.22. - Rules of procedure.

The council shall adopt its rules of procedure and order of business consistent with the provisions of this charter and shall provide for keeping a journal of its proceedings, which shall be of a public record.

Sec. 2.23. - Quorum; voting.

The mayor (or mayor pro tem when presiding) and three (3) councilmembers shall constitute a quorum and shall be authorized to transact business of the council. In the absence of the mayor, three (3) councilmembers may constitute a quorum for the purpose of transacting business. Voting on the adoption of ordinances shall be taken by hand vote and the votes shall be recorded in the journal. When a quorum is present, the affirmative vote of a majority of those councilmembers present shall be required for the adoption of any ordinance, resolution or motion except as otherwise provided in this charter.

Sec. 2.24. - Action requiring an ordinance.

- (a) Except as herein provided, every official action of the council which is to become law, shall be by ordinance. Each proposed ordinance shall be introduced in writing and in the form required for final adoption. No ordinance shall contain a subject which is not expressed in its title. The enacting clause shall be "The Council of the City of Villa Rica, Georgia, hereby ordains"
- (b) An ordinance may be introduced by any member of the council and read at a regular or special meeting of the council. Ordinances shall be considered and adopted or rejected by the council in accordance with the rules which it shall establish. Upon introduction of any ordinance, the clerk shall distribute a copy to the mayor and to each ~~councilman~~ councilmember and shall file a reasonable number of copies in the office of the clerk and at such other places as the council may designate.
- (c) Formal action by the council on matters of a special or temporary character generally limited to one subject – e.g. approval of contracts or appointments – may be made by resolution. Resolutions may be introduced by any member of the council or their designees. Resolutions shall be considered or adopted or rejected by the council in accordance with the rules which it shall establish.

Sec. 2.25. - Codes of technical regulations.

- (a) The council may adopt any standard code of technical regulations by reference thereto in any adopting ordinance. The procedure and requirements governing such adopting ordinance shall be as prescribed for ordinances generally except that:
 - (1) The requirements of section 2.24(b) for distribution and filing of copies of the ordinance shall be construed to include copies of any code of technical regulations, as well as the adopting ordinance; and
 - (2) A copy of each adopted code of technical regulations, as well as the adopting ordinance, shall be authenticated and recorded by the clerk pursuant to section 2.27.
- (b) Copies of any adopted code of technical regulations shall be made available by the clerk for distribution or for purchase at a reasonable price.

Sec. 2.26. - Signing; authenticating; recording; codification; printing.

- (a) The clerk or city manager shall authenticate by his/her signature and record in full in a properly indexed book kept for the purpose of recording all ordinances adopted by the council.
- (b) The council shall provide for the preparation of a general codification of all of the ordinances of the city having the force and effect of law. The general codification shall be adopted by the council by ordinance and shall be published promptly, together with all amendments thereto, with this charter, any amendment thereto, and such codes of technical regulations and other rules and regulations as the city council may specify. This compilation shall be known and cited officially as "The Code of the City of Villa Rica, Georgia." Copies of the code shall be furnished to all officers, departments and

agencies of the city and made available for purchase by the public at a reasonable price as fixed by the council.

- (c) The council shall cause each ordinance and each amendment to this charter to be printed promptly following its adoption and the printed ordinance and charter amendments shall be made available for purchase by the public at reasonable prices to be fixed by the council. Following publication of the first Code of the City of Villa Rica, Georgia, and at all times thereafter, the ordinances and charter amendments shall be printed in substantially the same style as the code currently in effect and shall be suitable in form for incorporation therein. The council shall make such further arrangements as deemed desirable with respect to reproduction and distribution of any current changes in or additions to codes of technical regulations and other rules and regulations included in the code.

Sec. 2.27. - Submission of ordinances, resolutions ~~and council measures~~ to the mayor; veto power.

- (a) Every ordinance, and written resolution ~~and written measure~~ adopted by the city council shall be presented promptly by the city clerk to the mayor with a transmittal sheet showing the date the document is presented to the mayor.
- (b) The mayor, within three calendar days of receipt of an approved ordinance, or resolution ~~or other council measure~~, shall return it to the city clerk with or without the mayor's approval or with the mayor's disapproval. If the ordinance, or resolution ~~or other council measure~~, has been approved by the mayor, it shall become law upon its return to the city clerk; if the ordinance, or resolution ~~or other council measure~~ is neither approved nor disapproved, it shall become law at 12:00 noon on the third full calendar day after its adoption; if the ordinance, or resolution ~~or other council measure~~ is disapproved, the mayor shall submit to the city council through the clerk a written statement of the reasons for the veto. The clerk shall record upon the ordinance, or resolution ~~or other council measure~~, the date of its delivery to and receipt from the mayor.
- (c) Ordinances, or resolutions ~~or other council measures~~, vetoed by the mayor shall be presented by the clerk to the city council at its next meeting. If the city council then adopts the ordinance, or resolution ~~or other council measure~~ by an affirmative vote of four members, it shall become law. ~~Ordinances, resolutions, or other council measures vetoed by the mayor may also be presented to the council for further action at a special meeting of the council called prior to the next regular meeting of the council following a veto. A majority of a quorum of the council may delay a vote on the override of a veto to a meeting no later than thirty (30) days subsequent to the veto.~~
- (d) The mayor may disapprove or reduce any item or items of appropriation in any ordinance within three calendar days from its adoption. The approved part or parts of any ordinance making appropriations shall become law, and the part or parts disapproved shall not become law unless subsequently passed by the councilmembers over the mayor's veto as provided in this section. The reduced part or parts shall be presented to the city council as though disapproved and shall not become law unless overridden by the council as provided in subsection (c) of this section.

ARTICLE III. - EXECUTIVE BRANCH

Sec. 3.10. - Administrative and service departments.

- (a) The council, by ordinance, may establish, abolish, merge or consolidate offices, positions of employment, departments and agencies of the city, as they may deem necessary for the proper administration of the affairs and government of the city. The council shall prescribe the functions and duties of existing departments, offices and agencies or of any departments, offices and agencies hereinafter created or established; may provide that the same person shall fill any number of offices

and positions of employment; and may transfer or change the function or duties of offices, positions of employment, departments and agencies of the city.

- (b) The operations and responsibilities of each department now or hereafter established in the city shall be distributed among such divisions or bureaus as may be provided by ordinance of the council. Each department shall consist of such officers, employees and positions as may be provided by this charter or by ordinance and shall be subject to the direct supervision and guidance of the city manager and to the general supervision and guidance of the mayor and council.
- (c) Except as otherwise provided by this charter, the directors of departments and other appointed officers of the city shall serve at the pleasure of the appointing authority. Vacancies occurring in an appointive office shall be filled in the same manner as prescribed by this charter for an original appointment.
- (d) Except as otherwise provided by law, the directors of departments and other appointed officers of the city shall be appointed solely on the basis of their respective administrative and professional qualifications.
- (e) All appointive officers and directors of departments shall receive such compensation as prescribed by ordinance of the city council.

Sec. 3.11 – Council's interference with administration.

The city ~~council or its members~~councilmembers shall ~~deal with~~not attempt to direct city officers and employees who are subject to the direction and supervision of the city manager ~~solely through the city manager~~, and ~~neither~~ the city ~~council nor its members~~councilmembers shall not give orders to any such officer or employee, either publicly or privately. The city council when acting as a body pursuant to this charter does retain the right to control and direct city operations.

Sec. 3.12. - Boards, commissions and authorities.

- (a) All members of boards, commissions and authorities of the city shall be appointed by the council for such terms of office and such manner of appointment as provided by ordinance, except where other appointing authority, term of office or manner of appointment is prescribed by this charter or by applicable state law.
- (b) No voting member of any board, commission or authority shall hold any elective office in the city, except as may be specifically allowed by city ordinance or state law.
- (c) Any vacancy in office of any member of a board, commission or authority of the city shall be filled for the unexpired term in the manner prescribed herein for the original appointment, except as otherwise provided by this charter or any applicable state law.
- (d) No member of any board, commission or authority shall assume office until he/she shall have executed and filed with the clerk of the city an oath obligating himself to faithfully and impartially perform the duties of his/her offices, such oath to be prescribed by ordinance of the council and administered by the mayor.
- (e) Any member of a board, commission or authority serves at will of the city council and may be removed from office by a vote of a majority of the members of the city council.
- (f) Members of boards, commissions, and authorities may receive such compensation and expenses in the performance of their official duties as prescribed by ordinance.
- (g) The qualifications required of members of boards, commissions, and authorities shall be prescribed by ordinance.
- (h) Except as otherwise provided by this charter or by applicable state law, each board, commission or authority of the city government shall elect one (1) of its members as chair and one (1) member as vice chair for terms of one (1) year. The board, commission, or authority may elect a city employee

to serve as a non-voting clerk to the body. Each board, commission or authority of the city government may establish (after approval by the mayor and city councilmembers) such bylaws, rules and regulations, not inconsistent with this charter, ordinances of the city or applicable state law, as it deems appropriate and necessary for the conduct of its affairs, copies of which shall be filed with the clerk of the city.

Secs. 3.13—3.19. - Reserved.

Sec. 3.20. - City manager; appointment, qualification and compensation.

The council may appoint for an indefinite term, an officer whose title shall be city manager. The manager may be appointed solely on the basis of his/her executive and administrative qualifications with special reference to his/her educational background and his/her actual experience in and knowledge of, the duties of office as hereinafter prescribed. The manager shall serve at the pleasure of the council. At the time of his/her appointment, the city manager need not be a resident of the city and neither shall he/she be required to reside therein during his/her tenure of office.

Sec. 3.21. - Chief administrative officer.

The manager shall be chief administrative officer of the government of the City of Villa Rica, Georgia. He/she shall be responsible to the council for the proper and efficient administration of the affairs of the city.

Sec. 3.22. - Powers and duties.

As chief administrative officer, the city manager shall have the power to appoint and remove all city officers and department directors with the approval of the council. He/she shall also have such other powers and duties as are vested in him/her by this charter and by ordinance.

Sec. 3.23. – Removal of city manager.

The city manager is employed at will and may be summarily removed from office at any time by the city council subject to the terms of any employment agreement.

Secs. 3.24—3.29. - Reserved.

Sec. 3.30. - City clerk.

The city manager shall appoint a city clerk to keep a journal of the proceedings of the city council and to maintain in a safe place all records and documents pertaining to the affairs of the city and to perform such other duties as may be required by law or as the city manager may direct.

Sec. 3.31. - Tax collector.

The city manager may appoint, subject to the approval of the city council, a tax collector to collect all taxes, licenses, fees and other monies belonging to the city, subject to the provisions of this charter and the ordinances of the city, and the tax collector shall diligently comply with and enforce all general laws of Georgia relating to the collection, sale or foreclosure of taxes by municipalities.

Sec. 3.32. - City attorney.

The city manager, subject to the approval of the city council, shall appoint and may terminate a city attorney, together with such assistant city attorneys as may be authorized, and shall provide for the payment of such attorney or attorneys for services rendered to the city. The city attorney shall be responsible for providing for the representation and defense of the city in all litigation in which the city is a party; may be the prosecuting officer in the municipal court; shall attend the meetings of the council as directed; shall advise the city council, mayor, and other officers and employees of the city concerning legal

aspects of the city's affairs; and shall perform such other duties as may be required by virtue of the person's position as city attorney.

The city attorney is not a public official of the city and does not take an oath of office. A law firm, rather than an individual, may be designated as the city attorney.

Sec. 3.33. - City accountant.

The city manager may appoint or terminate, subject to the approval of the city council, a city accountant to perform the duties of an accountant.

Sec. 3.34. - Consolidation of functions.

The city manager, with the approval of the council, may consolidate any two (2) or more of the positions of city clerk, city tax collector, and city accountant, or any other positions or may assign the functions of any or more of such positions to the holder or holders of any other positions. The city manager may also, with the approval of the city council, perform all or any part of the functions of any of the positions or offices in lieu of appointing other persons to perform the same.

Secs. 3.35—3.39. - Reserved.

Sec. 3.40. - Position classification and pay plans.

The city manager shall be responsible for the preparation of a position classification and pay plan which shall be submitted to the council for approval. Said plans may apply to all employees of the City of Villa Rica, Georgia, and of any of its agencies and offices. When a pay plan has been adopted the council shall not increase or decrease the grade or step categories of individual employees except by amendment of said plan.

Sec. 3.41. - Personnel policies.

(a) Unless otherwise provided for by ordinance duly adopted by the city council or by contract approved by the city council, all city employees shall be at will employees.

(b) The council shall adopt rules and regulations consistent with this charter concerning:

- (1) The method of employee selection and probationary periods of employment;
- (2) The administration of position classification and pay plan, methods of promotion and application of service ratings thereto and transfer of employees within the classification plan;
- (3) Hours of work, vacation, sick leave and other leaves of absence, overtime pay and the order and manner in which layoffs shall be effected; and
- (4) Such other personnel policies as may be necessary to provide for adequate and systematic handling of the personnel affairs of the City of Villa Rica, Georgia.

ARTICLE IV. - JUDICIAL BRANCH

Sec. 4.10. - Municipal court; creation.

There is hereby established a court to be known as the Municipal Court of the City of Villa Rica, Georgia, which shall have jurisdiction and authority to try offenses against the laws and ordinances of said city and state as allowed by state law and to punish for a violation of the same. Such court shall have the power and authority to enforce its judgments by the imposition of such penalties as may be provided by law; to punish witnesses for nonattendance, and to punish also any person who may counsel or advise,

aid, encourage or persuade another whose testimony is desired or material in any proceeding before said court, to go or move beyond the reach of the process of the court; to try all offenses within the territorial limits of the city constituting traffic cases which under the laws of Georgia are placed within the jurisdiction of municipal or police courts to the extent of, and in accordance with the provisions of such laws and all laws subsequently enacted amendatory thereof. Said court shall be presided over by the judge of said court. In the absence or disqualification of the judge, the judge pro tem shall preside and shall exercise the same powers and duties as the judge when so acting.

Sec. 4.11. - Judge.

- (a) No person shall be qualified or eligible to serve as judge unless he/she shall have attained the age of 21 years and shall be a member of the State Bar of Georgia. The judge shall be appointed by the council and shall serve at the discretion of the council. The compensation of the judge shall be fixed by the council.
- (b) The judge pro tem shall serve in the absence of the judge, shall have the same qualifications as the judge, shall be appointed by the council, and shall take the same oath as the judge.
- (c) Before entering on duties of his/her office, the judge shall take an oath before an officer duly authorized to administer oaths in this state, that he/she will truly, honestly, and faithfully discharge the duties of his/her office to the best of his/her ability, without fear, favor or partiality. The oath shall be entered upon the minutes of the council.
- (d) The city attorney shall not serve as the judge or judge pro tem of the municipal court.

Sec. 4.12. - Convening.

Said court shall be convened at such times as designated by ordinance or at such times as deemed necessary to keep current the dockets thereof.

Sec. 4.13. - Jurisdiction; powers.

- (a) The municipal court shall try and punish for crimes against the City of Villa Rica and for violation of its ordinances and laws of the state for which jurisdiction has been granted to municipal courts. The municipal court shall have authority to punish those in its presence for contempt, provided that such punishment shall not exceed \$1,000.00 or 12 months in jail. The municipal court may fix punishment for offenses within its jurisdiction not exceeding a fine of \$1,000.00 or as otherwise may be provided by state law or imprisonment for 12 months or both and, in addition, may sentence any offender upon conviction to community service for a period not exceeding 30 days.
- (b) The municipal court shall have authority to establish a schedule of fees including an information technology fee, to defray the costs of operation and shall be entitled to reimbursement of the cost of meals, transportation and caretaking of prisoners bound over to state or superior courts for violation of state laws.
- (c) The municipal court shall have authority to establish bail and recognizances to insure the presence of those charged with violations before said court, and shall have discretionary authority to accept cash or personal or real property as surety for appearance of persons charged with violations. Whenever any person shall give bail for his/her appearance and shall fail to appear at the time fixed for trial, his/her bond shall be forfeited by the judge presiding at such time and an execution issued thereon by serving the defendant and his/her sureties with a rule nisi, at least two (2) days before a hearing on the rule nisi. In the event that cash or property is accepted in lieu of bond for security for the appearance of a defendant at trial and if such defendant fails to appear at the time and place fixed for trial, the cash so deposited shall be on order of the judge declared forfeited to the City of Villa Rica, or the property so deposited shall have a lien against it for the value forfeited, which lien shall be enforceable in the same manner and to the same extent as a lien for city property taxes.
- (d) The municipal court shall have the authority to bind prisoners over to the appropriate court when it appears by probable cause that a state law has been violated.

- (e) The municipal court shall have the authority to administer oaths and to perform all other acts necessary or proper to the conduct of said court.
- (f) The municipal court may compel the presence of all parties necessary to a proper disposal of each case by the issuance of summons, subpoena and warrants which may be served and executed by any officer as authorized by this charter or by state law.
- (g) The municipal court is specifically vested with all of the jurisdiction and powers throughout the entire area of the City of Villa Rica granted by state laws generally to mayor's, recorder's, and police courts, and particularly by such laws as authorize the abatement of nuisance.

Sec. 4.14. - Certiorari.

The right of certiorari from the decision and judgment of the municipal court shall exist in all criminal cases and ordinance violation cases, and such certiorari shall be obtained under the sanction of a judge of the Superior Court of Carroll County or of Douglas County, depending upon where the offense occurred, under the laws of the State of Georgia regulating the granting and issuance of writs of certiorari.

Sec. 4.15. - Rules for court.

With the approval of the council, the judge shall have full power and authority to make reasonable rules and regulations necessary and proper to secure the efficient and successful administration of the municipal court; provided, however, that the Court shall comply with the general laws of the State of Georgia. The rules and regulations made or adopted for said court shall be filed with the city clerk, shall be available for public inspection and, upon request, a copy may be furnished to all defendants in municipal court proceedings at least 48 hours prior to said proceedings.

ARTICLE V. - ELECTIONS

Sec. 5.10. - Elections; terms of office.

- (a) The mayor and councilmembers who are serving as such on January 1, 2018, and any person selected to fill a vacancy in any such office shall continue to serve as such officers until the regular expiration of their respective terms of office and upon the election and qualification of their respective successors. Wards 1, 2, 3, 4, and 5, as they exist on January 1, 2018, shall continue to be designated as Wards 1, 2, 3, 4, and 5, respectively
- (b) At the general municipal election in 2019, there shall be elected a mayor and councilmembers to represent wards 1 and 2. Such officers shall have terms of office expiring December 31, 2023; and their successors shall be elected at the general municipal election in 2023 and quadrennially thereafter for terms of four years.
- (c) At the general municipal election in 2021, there shall be elected councilmembers to represent wards 3, 4, and 5. Such officers shall have terms of office expiring December 31, 2025; and their successors shall be elected at the general municipal election in 2025 and quadrennially thereafter for terms of four years.
- (d) All elections for the office of mayor shall be by the voters of the entire city. Each election for the office of councilmember shall be by only the voters of the ward the councilmember is to represent. All elections shall be by a majority (50% plus one) of the votes cast.
- (e) All general municipal elections shall be held on the Tuesday after the first Monday in November.
- (f) Persons newly elected as mayor or councilmember at any general municipal election shall take office on January 1 following the election [after having received their oath of office.](#)

- (g) The mayor and all councilmembers shall serve for the terms specified in this section and until their successors are elected and qualified.
- (h) The boundaries of the five wards for elections for councilmembers shall correspond to those five numbered districts described in aid attached to and made a part of this Act and further identified as Plan Name: villaricaprop1 – Tiger 210. Such attachment may also be referred to as Appendix B of the city charter. Wards 1, 2, 3, 4, and 5 shall be the same territory identified in such attachment as districts 1, 2, 3, 4, and 5 respectively.
- (i) When used in such attachment, the terms Tract' and HG' (Block Group) shall mean and describe the same geographical boundaries as provided in the report of the Bureau of the Census for the "United States decennial census of 2010 for the State of Georgia. The separate numeric designations in a Tract description which are underneath a 'BG' heading shall mean and describe individual Blocks within a Block Group as provided in the report of the Bureau of the Census for the United States decennial census of 2010 for the State of Georgia. Any part of the City of Villa Rica which is not included in any such ward or district described in that attachment shall be included within that ward or district contiguous to such part which contains the least population according to the United States decennial census of 2010 for the State of Georgia. Any part of the City of Villa Rica which is described in that attachment as being in a particular ward or district shall nevertheless not be included within such ward or district if such part is not contiguous to such ward or district. Such noncontiguous part shall instead be included within that ward or district contiguous to such part which contains the least population according to title United States decennial census of 2010 for the State of Georgia. Except as otherwise provided in the description of any council ward or district, whenever the description of such ward or district refers to a named city, it shall mean the geographical boundaries of that city as shown on the census map for the United States decennial census of 2010 for the State of Georgia.
- (j) The City shall evaluate and redraw, if necessary, the boundaries of the five wards as soon as practical subsequent to each decennial census.

Sec. 5.11. - Qualifying; nomination of candidates; absentee ballots.

The council may by ordinance, when permitted by state law, prescribe rules and regulations governing qualifying fees, nomination of candidates, absentee ballots, write-in votes, challenge of votes, and such other rules and regulations as may be necessary for the conduct of elections in the City of Villa Rica.

Secs. 5.12—5.19. - Reserved.

Sec. 5.20. - Applicability of general laws.

The procedures and requirements for election of all elected officials of the City of Villa Rica as to primary, special or general elections shall be in conformity with the provisions of state law as now or hereafter amended.

Sec. 5.21. - Special elections; vacancies.

In the event that the office of the mayor or ~~councilman~~councilmember shall become vacant for any cause whatsoever, the council or those remaining shall order a special election to fill the balance of the unexpired term of such office; provided, however, if such vacancy occurs within 12 months of the expiration of the term of office of the mayor or ~~councilman~~councilmember, said vacancy in office may be filled by appointment by the remaining members of the council. Said appointee shall be a qualified person and, if for council, a resident of the unrepresented ward. Both special elections and qualifications of candidates therefor shall conform to the applicable provisions of this charter and the [Georgia Election Code, O.C.G.A. § 21-2-1 et seq.] as now or hereafter amended.

Sec. 5.22. – Other provisions.

Except as otherwise provided by this charter, the city council shall, by ordinance, prescribe such rules and regulations it deems appropriate to fulfill any options and duties under the Georgia Election Code.

Secs. 5.23—5.29. - Reserved.

Sec. 5.30. - Removal of officers.

- (a) The mayor, or councilmembers, ~~or other appointed officers provided for in this charter~~ shall be removed from office for any one or more of the causes provided in Title 45 of the Official Code of Georgia Annotated, or such other applicable laws or ordinances as are or may hereafter be enacted.
- (b) Removal of ~~an officer~~ the mayor or a councilmember pursuant to subsection (a) of this section shall be accomplished by one of the following methods:
 - (1) By an order of the Superior Court of Carroll County or Douglas County following a hearing on a complaint seeking such removal brought by any resident of the City of Villa Rica. Venue for such action will be determined by the residency of the office subject to the removal action.
 - (2) By an order of the Superior Court of Carroll County or Douglas County following a hearing on a complaint seeking such removal brought by the City pursuant to approval of such action by an affirmative vote of at least four (4) councilmembers.
 - (3) By recall election as provided by state law.
 - (4) By any other method permitted by state law.

ARTICLE VI. - FINANCE AND FISCAL

Sec. 6.10. - Property taxes.

All property subject to the taxation for state and county purposes, assessed as of January 1 in each year, shall be subject to the property tax levied by the City of Villa Rica. The city will use the county assessment for the year in which the city taxes are to be levied and the county is to furnish appropriate information for such purpose unless otherwise directed by state law. The maximum general operation millage rate will be that permitted by state law.

Sec. 6.11. - Tax levy.

The council shall be authorized to levy an ad valorem tax on all real and personal property within the corporate limits of the city as permitted by state law for the purpose of raising revenues to defray the costs of operating the city government, providing governmental services and for any other public purposes as determined by the council in its discretion. The council is also authorized to provide for sufficient levy to pay principal and interest on general obligations.

Sec. 6.12. - Tax due dates and tax bills.

The council shall provide by ordinance when the taxes of the city shall fall due and in what length of time said taxes may be paid and shall provide by ordinance for the payment of taxes due to the city in installments, or in one (1) lump sum and when and how and upon what terms such taxes shall be due and payable, as well as to authorize the voluntary payment of taxes prior to the time when due.

Sec. 6.13. - Collection of delinquent taxes.

The council may provide by ordinance for the collection of delinquent taxes by fi. fa. issued by the city clerk and executed by any police officer of the city under the same procedure provided by the laws

governing execution of such process from the superior court, or by the use of any other available legal processes and remedies. The council shall be authorized to impose interest and penalty upon delinquent tax payments as may be authorized by state law. A lien shall exist against all property upon which city property taxes are levied, as of the assessment date of each year, which lien shall be superior to all other liens, except that it shall have equal dignity with those of federal, state or county taxes. In cases of hardship, the council shall have discretionary authority to waive any and all penalties imposed by this charter on delinquent taxes, assessments, or on other amounts due to the city.

Sec. 6.14. - Licenses, occupational taxes, excise taxes.

The council by ordinance shall have full power to levy such license and specific or occupational taxes upon the residents of the City of Villa Rica, both individual and corporate, and on all those who transact or offer to transact business therein, as the council may deem expedient for the public health, safety, benefit, convenience or advantage of the city; to classify businesses, occupations, professions or callings for the purpose of such taxation in any way which may be lawful; to require such persons to procure licenses; to compel the payment of such licenses by execution or any other lawful manner; and to make laws and regulations necessary or proper to carry out the powers herein conferred and to prescribe penalties for the violation thereof. The council shall have full power and authority to levy an excise tax not prohibited by general law.

Sec. 6.15. - Sewer service charges.

The council by ordinance shall have the right, power and authority to assess and collect fees, charges and tolls for sewer services rendered both within and without the corporate limits of the City of Villa Rica, to provide for the cost and expense of providing for the collection and disposal of sewage through the sewage facilities of the city. If unpaid, said sewer service charge shall constitute a lien against any property of persons served, which lien shall be second in priority only to liens for county and city property taxes and shall be enforceable in the same manner and under the same remedies as a lien for city property taxes.

Sec. 6.16. - Sanitary and health service charge.

The council shall have authority by ordinance to provide for, to enforce, to levy and collect the cost of sanitary and health services necessary in the operation of the city from all individuals, firms and corporations, residing in or doing business in said city benefitting from such services. Such authority shall include the power to assess, levy, and collect annual or monthly sanitary taxes or fees in such amount or amounts and based upon and in accordance with such classification of property and sanitary service or services provided, as may be fixed by ordinance. Said sanitary taxes and the assessment thereof shall be a charge and lien against the real estate in respect to which said taxes are so assessed and the owner or owners thereof, superior to all other liens except liens for county and city property taxes and shall be enforceable in the same manner and under the same remedies as a lien for city property taxes.

Sec. 6.17. - Special assessments.

The council shall have power and authority to assess all or part of the cost of constructing, reconstructing, or improving any public way, street, sidewalk, curbing, gutters, sewers, water systems, gas systems or other utility mains and appurtenances, against the abutting property owners, under such terms and conditions as may be prescribed by ordinance. Such special assessments shall become delinquent 30 days after their due dates, shall thereupon be subject, in addition to fi. fa. charges, to a penalty of 10 percent and shall thereafter be subject to interest at the rate of seven percent (7%) per annum from date due until paid. A lien shall exist against the abutting property superior to all other liens, except that it shall be of equal dignity with liens for county and city property taxes; and said lien shall be enforceable by the same procedure and under the same remedies as provided for in this article for city property taxes.

Sec. 6.18. - Transfer of executions.

The city clerk shall be authorized to assign or transfer any fi. fa. or execution issued for any tax, or for any street, sewer, or other assessment in the same manner and to the same extent as provided by Georgia law, regarding sales and transfers of tax fi. fas. Provided that, upon levy of execution and sale of property pursuant to such tax fi. fa., whether assigned, transferred or executed by the city, the owner of such property, in fee simple or lesser interest, shall not lose his/her right to redeem the property in accord with the requirements of redemption of property sold under state or county ad valorem tax fi. fas., as said requirements now exist or may be hereinafter provided by law.

Sec. 6.19. - General obligation bonds.

The council shall have the power to issue bonds for the purpose of raising revenue to carry out any project, program, or venture authorized under this charter or the general laws of the state. Such bonding authority shall be exercised in accordance with the laws governing bond issuance by municipalities in effect at the time said issue is undertaken.

Sec. 6.20. - Revenue bonds.

Revenue bonds may be issued by the city council as permitted by state law, as now or hereafter amended, or by any other Georgia law as now or hereafter provided.

Sec. 6.21. - Short-term notes.

Pursuant to applicable state law, the city may obtain temporary loans between January 1 and December 31 of each year.

Secs. 6.22—6.29. - Reserved.

Sec. 6.30. - Fiscal year.

The council shall set the fiscal year by ordinance. Said fiscal year shall constitute the budget year and the year for financial accounting and reporting of each and every office, department, institution, agency and activity of the city government, unless otherwise provided by state or federal law.

Sec. 6.31. - Preparation of the budget.

The council shall provide by ordinance the procedures and requirements for the preparation and execution of an annual budget including requirements as to the scope, content, and form of such budget.

Sec. 6.32. - Submission of the budget to the city council.

On, or before a date fixed by the council, the city manager shall submit to the council a proposed budget for the ensuing fiscal year. The budget shall be accompanied by a message from the mayor containing a statement of the general fiscal policies of the city, the important features of the budget, explanation of major changes recommended for the next fiscal year, a general summary of the budget and such other comments and information as he/she may deem pertinent. The budget, the budget message and all supporting documents shall be filed in the office of the city clerk and shall be open to public inspection.

Sec. 6.33. - Action by council on budget.

- (a) The council may amend the budget proposed by the city manager; except that the budget as finally amended and adopted must provide for all expenditure required by law or by other provisions of this charter and for all debt service requirements for the ensuing fiscal year and the total appropriations from any fund shall not exceed the estimated fund balance, reserves and revenues, constituting the fund availability of such fund.
- (b) The council shall adopt the final budget for the ensuing fiscal year not later than the last day of the old fiscal year. If the council fails to adopt the budget by this date, the amounts appropriated for operation

for the current year shall be deemed adopted for the ensuing fiscal year on a month to month basis, with all items prorated accordingly until such time as the council adopts a budget for the ensuing fiscal year. Such adoption shall take the form of an appropriation ordinance setting out the estimated revenues in detail by sources and making appropriations according to fund and by organization unit, purpose or activity as set out in the budget document.

- (c) The amount set out in the adopted budget for each organizational unit shall constitute the annual appropriation for such item, and no expenditure shall be made or encumbrance created in excess of the otherwise unencumbered balance of the appropriations, or allotment thereof, to which it is chargeable unless authorized by the council.
- (d) The council shall be authorized to establish a tax millage rate each year after the submission of the budget to the council to ensure that the necessary revenue will be available to meet the appropriations provided for in the budget. The tax millage rate levied by the council shall not exceed 13 mills to cover general operating expenses. An additional millage rate may be levied for the retirement of bonded indebtedness.

Sec. 6.34. - Property tax levies.

Following adoption of the budget, the council shall levy by ordinance an annual tax on all real and personal property within the City of Villa Rica. The tax rate set by such ordinance shall be such that reasonable estimates of revenues from such levy shall at least be sufficient, together with other anticipated revenues, fund balances and applicable reserves, to equal the total amount appropriated for each of the several funds set forth in the annual budget for defraying the expenses of the general government of the City of Villa Rica.

Sec. 6.35. - Additional appropriations.

The council may make appropriations in addition to those contained in the current budget, at any regular or special meeting called for such purpose, but any such additional appropriations may be made only from an existing unappropriated surplus in the fund to which it applies.

Secs. 6.36—6.39. - Reserved.

Sec. 6.40. - Procurement and property management; contracting procedures.

All contracts shall be made or authorized by the council and no contracts shall bind the city unless reduced to writing and approved by the council. All contracts and all ordinances or resolutions making contracts or authorizing the same, shall be drawn by the city attorney or shall be submitted to him/her before authorization by the council.

Sec. 6.41. - Centralized purchasing.

- (a) The council shall, by ordinance prescribe procedures for a system of centralized purchasing for the City of Villa Rica.
- (b) The council may sell and convey any real or personal property owned or held by the City of Villa Rica for governmental or other purposes in accordance with state law and the ordinances of the city.
- (c) The council may quitclaim any rights it may have in property not needed for public purposes upon report by the city manager and adoption of a resolution, both finding that the property is not needed for public or other purposes and that the interest of the city has no readily ascertainable monetary value.
- (d) Whenever in opening, extending or widening any street, avenue, alley or public place of the city, a small parcel or tract of land is cut off or separated by such work from a larger tract or boundary of land owned by the city, the council may authorize the city manager to execute and deliver in the name of the city a deed conveying said cut off or separated parcel or tract of land to and abutting or adjoining property owner or owners in exchange for rights-of-way of said street, avenue, alley or

public place or in settlement of any alleged damages sustained by said abutting adjoining property owner. All deeds and conveyances heretofore and hereafter so executed and delivered shall convey all title and interest the city has in such property, notwithstanding the fact that no public sale after advertisement was or is hereafter made.

ARTICLE VII. - MUNICIPAL SERVICES AND REGULATORY FUNCTIONS

Sec. 7.10. - Municipal services; streets.

The council is hereby vested with the power to lay out, open, widen, change, straighten, alter, improve, vacate, abandon and otherwise to exercise complete control over the streets, alleys, squares and sidewalks of the City of Villa Rica. The council shall provide for the removal of any and all obstacles and nuisances in regard to the streets, alleys, or sidewalks or other public places within the city and shall adopt appropriate ordinances to accomplish this purpose.

Sec. 7.11. - Municipal utilities.

The council shall have the power and authority to acquire, own, hold, build, maintain and operate a system of waterworks, electric lights, sewerage and gas distribution; to establish rates and charge fees for services rendered in any of said systems; to finance any of said systems through appropriate bond issues in accordance with the laws of Georgia; to exercise the power of eminent domain in regard to any of said systems, both within and without the corporate limits; and to contract to furnish the services of said systems to consumers outside the corporate limits of the City of Villa Rica.

Sec. 7.12. - Sewers and drains.

The council shall have the power and authority to provide for the establishment, extension and maintenance of a system of sewers and drains, together with a sewerage disposal system. This power includes the authority to extend said system beyond the corporate limits. For these purposes the city is granted the power of eminent domain both within and without the corporate limits. The council may provide by ordinances for reasonable connection fees for tapping on to the water and sewer lines of said city and may compel citizens to tap into the same when such services are made available. They may cause said connection to be made when the owners refuse and issue executions to be made for the amount so expended, which execution shall create a lien on the property connected with said water and sewerage system from the date of the order or connection.

Sec. 7.13. - Rights-of-way.

The City of Villa Rica shall have the right, easement and franchise of laying the necessary mains, pipes, conduits and drains, for waterworks and sewerage system purposes along the highways in the Counties of Carroll and Douglas; it shall have full power and authority to enact and enforce such rules, regulations, and ordinances as may be necessary to protect the water basin and watershed, from which the water supplies taken, from contamination and to protect said waterworks and sewerage system, including the mains, pipes and conduits whether the same be situated within or without the corporate limits of said city.

Sec. 7.14. - Eminent domain.

The council is hereby empowered to acquire, construct, build, operate and maintain public ways, parks, public grounds, cemeteries, markets, market houses, public buildings, libraries, sewers, drains, sewage treatment, waterworks, electrical systems, gas systems, airports, hospitals and charitable, educational, recreational, sport, curative, corrective, detentional, penal and medical institutions, agencies and facilities and any other public improvements inside or outside the city, and to regulate the use thereof,

and for such purposes, property may be taken under [O.C.G.A. title 22], subject to such amendments as shall be enacted, or any other applicable Georgia law.

Secs. 7.15—7.19. - Reserved.

Sec. 7.20. - Power to regulate and license.

The council shall have the power and authority to provide by ordinance for the registration and licensing of any trade, business, occupation, vocation, profession, or any and every other undertaking pursued for the purpose of personal gain or profit of whatever nature, engaged in or carried on within the limits of the City of Villa Rica, regardless [of] whether or not the subject has an office or establishment within said city. The council shall be authorized to fix the amount, terms, and manner of issuing and revoking licenses, provided that this authority is subject to the constitutions and laws of the United States and State of Georgia. This power is conferred for the purpose of regulations under the police powers of the city and for the purpose of raising revenue for the operation of the city government through the imposition of a tax or fee on the privilege of operating within the city. This authority extends over individuals, partnerships, associations, corporations and their agents and any other legal entity capable of transacting business.

Sec. 7.21. - Franchises.

The council shall have the authority to exercise control over the streets of the City of Villa Rica. The power is hereby conferred upon the council to grant franchises for the use of said city's streets and alleys, for the purposes of railroads, street railways, telephone companies, electric companies, gas companies and transportation. This franchise right extends to, but is not limited to, the erection of poles, stringing of wires, laying of pipes, lines or conduits both above and below the ground surface. The council shall determine the duration, provisions, terms, whether the same shall be exclusive or nonexclusive and the consideration of such franchises. The council shall provide for the registration of all franchises with the city clerk in the registration book to be kept by him. The council may provide by ordinance for the registration within a reasonable time of all franchises previously granted.

Sec. 7.22. - Building, housing, electrical and plumbing regulations.

The council shall have the power and authority to enact such reasonable rules and regulations as it may deem necessary or expedient regarding the construction and maintenance of buildings, remodeling of buildings, plumbing and electrical wiring and equipping of buildings, in order to promote the safety and welfare of its citizens and to guard against fire or other property damage. This power may, in the discretion of the council, be exercised by adoption of any such standard building, housing, gas, heating and air conditioning, electrical, and plumbing codes as may be deemed appropriate. The council shall be empowered to engage the necessary personnel to enforce such rules and regulations as adopted and to charge reasonable fees of inspections and permits; and may require the obtaining of a permit as a condition precedent to any construction, building, electrical or plumbing work. The council may enact all ordinances necessary to enforce such rules and regulations.

ARTICLE IX. - ZONING

Sec. 9.10. – Zoning powers.

The mayor and council shall have the power to adopt a zoning ordinance which shall set forth the zoning rules and regulations and the zoning map within the city in accordance with state law.

ARTICLE X. - GENERAL PROVISIONS

Sec. 10.10. - Official bonds.

The officers and employees of the City of Villa Rica, both elective and appointive, shall execute such official bonds in such amounts and upon such terms and conditions as the city council may from time to time require.

Sec. 10.11. - Existing ordinances and regulations.

Existing ordinances and regulations of the City of Villa Rica not inconsistent with the provisions of this charter shall continue in effect until they have been repealed, modified or amended by council. Existing rules and regulations of departments or agencies of the City of Villa Rica not inconsistent with the provisions of this charter shall continue in effect until they have been repealed, modified or amended.

Sec. 10.12. - Section captions.

The captions to the several sections of this charter are informative only and are not to be considered as a part thereof.

Sec. 10.13. - Construction.

(a) The word "shall" is mandatory and the word "may" is permissive.

(b) The singular shall include the plural, the masculine shall include the feminine, and vice versa.

(c) The use of gender defining nouns or pronouns is unintentional and should be read as being inclusive of all persons.

Sec. 10.14. - Penalties.

The violation of any provisions of this charter, for which a penalty is not specifically provided for in this charter, is hereby declared to be a misdemeanor and shall be punishable by a fine of not more than \$1,000.00 or by imprisonment not to exceed 12 months or community service not to exceed 30 days, or any combination of such fine, imprisonment, and community service.

Sec. 10.15. - Specific repealer.

An Act incorporating the City of Villa Rica in the counties of Carroll and Douglas, approved _____ (Ga. Laws 1975, page 4575 et seq.) is hereby repealed in its entirety and all amendatory acts thereto are likewise repealed in their entirety. It is the specific intent of this act to replace and supersede all acts of incorporation and amendments to the charter for the City.

Sec. 10.16. - Severability.

If any article, section, subsection, paragraph, sentence or part thereof of this charter shall be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect or impair other parts of this charter, unless it clearly appears that such parts of this charter are wholly and necessarily dependent upon the part or parts held to be invalid or unconstitutional, it being the legislative intent in enacting this charter, that each article, section, subsection, paragraph, sentence or part thereof be enacted separately and independent of each other.

Sec. 10.17. - Effective date.

This charter shall become effective upon approval by the governor or upon its becoming law without his/her approval.

Sec. 10.18. - Repealer.

All laws and parts of laws in conflict with this charter are hereby repealed.

APPENDIX A. - CODE OF ETHICS AND PROHIBITED PRACTICES

Sec. 1. - Conflict of interest.

No elected official, appointed officer, or employee of the city or any agency or political entity to which this code of ethics applies shall knowingly:

- (a) Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties or which would tend to impair his/her independence of judgment or action in the performance of his/her official duties;
- (b) Engage in or accept private employment or render services for private interests when such employment or service is incompatible with the proper discharge of his/her official duties, or would tend to impair his/her independence of his/her judgment or action in the performance of his/her official duties;
- (c) Disclose confidential information concerning the property, government or affairs of the governmental body by which he/she is employed without proper authorization, or use such information to advance the financial or other private interest of himself or others;
- (d) Accept any valuable gift, whether in the form of service, loan, thing, promise, from any person, firm or corporation which to his/her knowledge is interested, directly or indirectly, in any manner whatsoever in business dealings with the governmental body by which he/she is employed; provided, however, that an elected official who is a candidate for public office may accept campaign contributions and services in connection with any such campaign;
- (e) Represent private interest in any action or proceeding against the council by which he/she is employed;
- (f) Vote or otherwise participate in the negotiation or the making of any contract with any business or entity in which he/she has a financial interest.

Sec. 2. - Disclosure.

Any elected official, appointed officer, or employee of the city government who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within any department of the city shall disclose such private interest to the council. The mayor or any ~~councilman~~councilmember who has a private interest in any matter pending before the council shall disclose such private interest and such disclosure shall be entered on the records of the council and he/she shall disqualify himself from participating in any decision or vote thereto. Any elected official, appointed officer or employee of any agency or political entity to which this code of ethics applies who shall have any private financial interest, directly or indirectly, in any contract or matter pending before or within such agency or entity shall disclose such private interest to the governing body of such agency or entity.

Sec. 3. - Use of public property.

No elected official, appointed officer, or employee of the city or any agency or any agencies or entity to which this code of ethics applies shall use property owned by such governmental body for personal benefit, convenience or profit except in accordance with policies promulgated by the council or the governing body of such agency or entity.

Sec. 4. - Contracts voidable and rescindable.

Any violation of this code of ethics which occurs with the knowledge, express or implied, of another party to a contract or sale shall render said contracts or sale voidable as to that party, at the option of the council.

Sec. 5. - Ineligibility of elected officials.

Except where authorized by law, neither the mayor nor any ~~councilman~~councilmember shall hold any other elective or appointive office in the city or otherwise be employed by said government or any agency thereof during the term for which he/she was elected. No former mayor and no former ~~councilman~~councilmember shall hold any compensated appointed office in the city until one (1) year after the expiration of the term for which he/she was elected.

Sec. 6. - Political activities of certain officers and employees.

No appointive officer and no employee of the city shall continue in such employment upon qualifying as a candidate for nomination or election to any public office. This provision shall not apply to members of appointed boards, commissions, or authorities.

Sec. 7. - Penalties for violation.

- (a) Any city officer or employee who willfully conceals such financial interest or willfully violates any of the requirements of this section shall upon conviction be guilty of malfeasance in office or position and shall be deemed to have forfeited his/her office or position.
- (b) Any officer or employee of the city who shall forfeit his/her office or position as described in subsection (a), shall be ineligible for appointment or election to or employment in a position in the city government for a period of three (3) years thereafter.

APPENDIX B. – DESCRIPTION OF WARDS OF THE CITY.

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Padding cell	

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