

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

# 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  
May 28, 2019 | 6:00 PM

**Meeting Call to Order** (Mayor Jeff Reese)

**Invocation** (Councilwoman Leslie McPherson)

**Pledge of Allegiance** (Mayor Jeff Reese)

**Ceremonial Presentations** (Mayor & Council)

1. Reappointment of Monroe Spake to the Housing Authority Board (Mayor Jeff Reese)
2. Reappointment of Michael Young to Recreation Advisory Committee (Vicki Coleman, Director of Parks & Recreation)
3. Appointments to the Downtown Development Authority (Janet Chumley, Main Street Manager)
4. Oath of Office: David Rogers, Villa Rica Development Authority (Mayor Jeff Reese)
  - Mayor Appointment of Nancy Stolz-Jeffares to the Cemetery Commission (Mayor Jeff Reese)
  - Recognition of the Villa Rica High School Academic Decathlon (Mayor Jeff Reese)

**Adoption of the Agenda** (Mayor Jeff Reese)

**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)

**Council Updates** (Subjects of General Interest and Concern)

**A. Governing Body (Mayor Jeff Reese)**

1. Approval of Minutes:
  - a. Meeting Minutes of May 14, 2019.

**B. Community Development (Bobby Elliott, Director)**

1. Conditional Use Application: 716 Newport Drive
2. Alcoholic Beverage Application for SA Vaping, Inc.

**C. Information Technology (Jim Chambers, Manager)**

1. Council Chambers Audio/Visual (AV) Upgrade

2. Council Chambers Audio/Visual (AV) Update - Additional Monitor
3. Approval of SyncGlobal Re-Term

**D. Finance (Sarah Hefty, CFO)**

1. Financial Update: April 2019
2. 2019 Budget Amendments

**E. City Manager (Tom Barber)**

1. Agreement with Norfolk Southern to Improve the Connors Road Railroad

**City Manager's Report (Tom Barber)**

**Adjournment**



Agenda Item: \_\_\_\_\_

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Recreation Advisory Committee Appointment  
**AGENDA DATE:** May 28, 2019

**DATE PREPARED:** May 17, 2018  
**PREPARED BY:** Vicki Coleman, AICP, Director

**AMOUNT:** N/A  
**GL ACCOUNT #:** N/A

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**PURPOSE:** To present for consideration a re-appointee to the Recreation Advisory Committee.

**BACKGROUND:** The Parks, Recreation, and Leisure Services Department is presenting Michael Young for a reappointment to the department's Recreation Advisory Committee. Mr. Young was originally appointed March 2016.

Mr. Young's application is attached.

**STAFF RECOMMENDATION:** Approval

**IMPACT:** N/A

**MOTION:** To reappoint Michael Young to the Recreation Advisory Committee for three year term.



**City of Villa Rica**  
**571 W. Bankhead Highway**  
**Villa Rica, GA 30180**



**APPLICATION FOR BOARD OR COMMISSION  
APPOINTMENT**

Citizens provide a great insight and knowledge to City government. An avenue that the City of Villa Rica uses to get this insight is through the various Boards and Commissions of the City of Villa Rica. The members of the Boards and Commissions make decisions and help recommend and review policies for the City of Villa Rica and its Mayor and Council. This questionnaire will assist the Mayor and Council in the review process and in determining applicant eligibility requirements and qualifications for Board or Commission membership.

Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

**APPLICANT INFORMATION**

Applicant Name: Michael Young

Occupation: Travel Planner Employer: Wishdrawals Travel

Home Address: 9634 Coastal Pointe Drive City: Villa Rica Zip: 30180

Home Phone: ( 770 ) 459-5410 Home E-Mail: young5410@comcast.net

Work Phone: ( 678 ) 787-0398 Work E-Mail: michaelandpalma@wishdrawals.com

Cell Phone: ( 678 ) 787-0398 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) \_\_\_\_\_

\_\_\_\_\_

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Recreation Advisory Commission
- b) How long have you been a resident of the City of Villa Rica? 18 Years 10 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- \_\_\_\_\_
- \_\_\_\_\_

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

This application is for the purpose of renewing my position on the Recreation

Advisory Commission. I want to stay involved in activities related to the well-

being of the City and it's residents.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

### APPLICANT STATEMENT

I understand that I am applying for appointment to a Board or Commission and that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six months, after which time, I will need to file a new application. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.

Signature

Michael Young

Printed Name

05/17/2019

Date

**Please return signed application to:**

Alisa Doyal, City Clerk  
City of Villa Rica  
571 W. Bankhead Hwy  
Villa Rica, GA 30180

Fax: 770-459-7003  
Email: [adoyal@villarica.org](mailto:adoyal@villarica.org)

**Questions? Contact the City Clerk at 678-840-1212**



Agenda Item: \_\_\_\_\_

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Downtown Development Authority Appointments  
**AGENDA DATE:** 5/28/2019

**DATE PREPARED:** 5/21/2019  
**PREPARED BY:** Janet Chumley

**AMOUNT:** N/A  
**GL ACCOUNT #:** N/A  
**FUNDING SOURCE:** None  
**BUDGETED ITEM?** NA

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**PURPOSE:** The seven-member Downtown Development Authority is appointed by the City Council and oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. Term: 4 years | Members: 7

**BACKGROUND:** The Downtown Development Authority has two available positions on the DDA Board. The DDA Board interviewed several potential candidates and voted to appoint Matthew Momtahan back on the DDA (term expiring 7/12/2019) and also appoint Andy Hill to the DDA to fill unexpired term (expires 7/13/2019) of Ryan Clark, who resigned March 2019.

**STAFF RECOMMENDATION:** Staff's recommendation is to appoint Matthew Momtahan back to the DDA to fill his unexpired term (expires 7/12/2019), and appoint Andy Hill to the DDA to fill the unexpired term (expires 7/13/2019) of Ryan Clark, who resigned in March 2019. Because both terms are expiring soon, staff's recommendation is to reappoint both Matthew Momtahan and Andy Hill to the DDA with a 4-year term that begins 7/1/2019 and expires 6/30/2022.

**IMPACT:** The Downtown Development Authority will be at full capacity.

**MOTION:** I make a motion that we add Matthew Momtahan back on the DDA and appoint Andy Hill both to 4-year terms with both terms expiring 6/30/2022.



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571 W. Bankhead Highway  
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Questions to consider before applying for membership on a Board or Commission:

- Do I fully understand what this Board or Commission expects from me?
- Am I committed to the goals and mission of this Board or Commission?
- Can I afford the demands on my time, resources and energy?
- Will I attend meetings regularly, making them a priority for the duration of my appointment?
- Am I willing to perform a reasonable amount of work outside of regularly scheduled Board or Commission meetings and prepare for each meeting?
- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Nancy Stolz-Jeffares

Occupation: Video Editor Producer Employer: Warner Media

Home Address: 13 Cliff Court City: Villa Rica Zip: 30180

Home Phone: ( ) \_\_\_\_\_ Home E-Mail: nstolz76@gmail.com

Work Phone: ( ) \_\_\_\_\_ Work E-Mail: \_\_\_\_\_

Cell Phone: (404) 219-2075 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) \_\_\_\_\_

a) Which Board(s) or Commission(s) do you wish to be appointed to? Cemetery Commission

b) How long have you been a resident of the City of Villa Rica? 2 Years 5 Months

c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No

d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No

e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

f) Do you know of any circumstances ~~that~~ would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

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g) Do you ~~or your~~ employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:

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h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:

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- i) What talents, strengths, experience, or interests do you feel you would bring to the Board or Commission if selected?

*I have spearheaded recent ~~efforts~~ cleanup efforts at Old Villa Rica Cemetery. This process has allowed me to meet many individuals in the area that share my interest and enthusiasm for cemetery preservation.*

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

*Historic Preservation Commission*

### APPLICANT STATEMENT

I understand that I am applying for appointment to a Board or Commission and that the appointing authority may require an interview prior to consideration for appointment; that I will be required to take an oath of office to uphold the City's charter and ordinances; that I may be removed from office for any reason permitted by law or City charter; and that my application will remain on file for consideration for a period of six months, after which time, I will need to file a new application. I agree to comply at all times with all requirements of the office for which I am applying and to which I may be appointed. All statements and information provided in this application are true to the best of my knowledge.

*Nancy Stolz-Jeffares*  
Signature

*Nancy Stolz-Jeffares*  
Printed Name

*5-20-19*  
Date

**Please return signed application to:** Alisa Doyal, City Clerk  
City of Villa Rica  
571 W. Bankhead Hwy  
Villa Rica, GA 30180

Fax: 770-459-7003  
Email: [adoyal@villarica.org](mailto:adoyal@villarica.org)

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## CITY COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street  
Tuesday, May 14, 2019 | 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 Gil McDougal, Councilman Danny Carter, Councilwoman Leslie McPherson, Councilwoman Shirley Marchman, and Councilman Matthew Momtahan.

### Invocation (Councilwoman Shirley Marchman)

Councilwoman Shirley Marchman gave the Invocation.

### Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

### Ceremonial Presentations (Mayor and Council)

- Recognition of Employee Anniversaries:  
Mayor Jeff Reese recognized Elizabeth Barber for 10 Years of Service and Jennifer E. Holt for 5 Years of Service.

### Adoption of Agenda (Mayor Jeff Reese)

City Manager Tom Barber made a request to amend the agenda to add Executive Session for two real estate matters. City Attorney David Mecklin added personnel matter to Executive Session.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                      |
| <b>MOVER:</b>    | Gil McDougal, Councilman                        |
| <b>SECONDER:</b> | Shirley Marchman, Councilwoman                  |
| <b>AYES:</b>     | McDougal, Marchman, Carter, McPherson, Momtahan |

**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)

No public comments.

### Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson recognized Mental Health Month in Carroll County. Mayor Jeff Reese as that the City have Proclamations next year recognizing May as Mental Health Month and others. Mayor Reese also stated that 2020 is the census year and asked City Manager Tom Barber to follow up with Carroll County to see what they are doing. Councilman Matthew Momtahan recognized National Police Week and thanked Chief Michael Mansour for his work.

## A. Governing Body (Mayor Jeff Reese)

### 1. Approval of Minutes: Meeting Minutes of April 9, 2019 and April 23, 2019

Councilman Danny Carter made the motion to approve the Meeting Minutes of April 9, 2019 and April 23, 2019.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                      |
| <b>MOVER:</b>    | Danny Carter, Councilman                        |
| <b>SECONDER:</b> | Matthew Momtahan, Councilman                    |
| <b>AYES:</b>     | Carter, Momtahan, Marchman, McPherson, McDougal |

### 2. Mayor Appointment of David Rogers to the Villa Rica Development Authority

Councilman Matthew Momtahan made the motion to approve the appointment of David Rogers to the Villa Rica Development Authority.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                      |
| <b>MOVER:</b>    | Matthew Momtahan, Councilman                    |
| <b>SECONDER:</b> | Danny Carter, Councilman                        |
| <b>AYES:</b>     | Momtahan, Carter, Marchman, McPherson, McDougal |

## B. Finance (Sarah Hefty, CFO)

### 1. Update 2020 Budget Calendar

Councilman Danny Carter made the motion the approve the updated 2020 Budget and Millage Calendar.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                      |
| <b>MOVER:</b>    | Danny Carter, Councilman                        |
| <b>SECONDER:</b> | Matthew Momtahan, Councilman                    |
| <b>AYES:</b>     | Carter, Momtahan, Marchman, McPherson, McDougal |

### 2. Results of RFP on Municipal Payment Options and Credit Card Fees to Customers

Councilman Matthew Momtahan made the motion to charge a 2% service fee for community development credit card payments beginning on August 1, 2019, except for water and sewer tap fees.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                      |
| <b>MOVER:</b>    | Matthew Momtahan, Councilman                    |
| <b>SECONDER:</b> | Leslie McPherson, Councilwoman                  |
| <b>AYES:</b>     | Momtahan, McPherson, Marchman, Carter, McDougal |

## C. Economic Development (Janet Chumley, Main Street Manager)

### 1. August 10, 2019 Summer Concert Alcohol License Agreement: SOS Band

Councilman Danny Carter made the motion to approve the license agreement with the Olive Tree to provide the sale of beer and wine at the 2<sup>nd</sup> Summer Concert of 2019 to be held Saturday, August 10, 2019, from 8 pm until 10 pm at the MILL amphitheater.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (VOTE: 4-1)</b>            |
| <b>MOVER:</b>    | Danny Carter, Councilman              |
| <b>SECONDER:</b> | Gil McDougal, Councilman              |
| <b>AYES:</b>     | Carter, McDougal, McPherson, Momtahan |
| <b>NAYS:</b>     | Marchman                              |

#### **D. Utilities (Pete Zorbanos, Director)**

1. Purchase a Compact Excavator Backhoe

Councilman Matthew Momtahan made the motion to approve the purchase of a compact excavator with quick couple and 24” quick coupler bucket with teeth from Ditch Witch of Georgia for a total of \$35,980.00.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (VOTE: 4-1)</b>            |
| <b>MOVER:</b>    | Matthew Momtahan, Councilman          |
| <b>SECONDER:</b> | Danny Carter, Councilman              |
| <b>AYES:</b>     | Momtahan, Carter, Marchman, McPherson |
| <b>NAYS:</b>     | McDougal                              |

2. Purchase a Vacuum Excavator

Councilman Danny Carter made the motion to approve the purchase of a vacuum excavator from Ditch Witch of Georgia in the amount of \$42,000.00.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (VOTE: 4-1)</b>            |
| <b>MOVER:</b>    | Danny Carter, Councilman              |
| <b>SECONDER:</b> | Leslie McPherson, Councilwoman        |
| <b>AYES:</b>     | Carter, McPherson, Marchman, Momtahan |
| <b>NAYS:</b>     | McDougal                              |

#### **E. Community Development (Bobby Elliott, Director)**

1. New Villa Rica Sign Ordinance – for Discussion Purposes (Chris Montesinos)

The Council reviewed the new Sign Ordinance. Discussion only.

2. Ordinance 0-6-2019 to Designate the Baptismal Font as a Local Historic Site for Preservation Purposes

Public Hearing was held for all 10 properties: One came forward to ask questions.

Councilwoman Leslie McPherson made the motion to approve the ordinance with the condition that only the Baptismal Font be designated as a local historic site and not any other structure or landscapes on the property as presented.

|                  |                                       |
|------------------|---------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (VOTE: 4-1)</b>            |
| <b>MOVER:</b>    | Leslie McPherson, Councilwoman        |
| <b>SECONDER:</b> | Shirley Marchman, Councilwoman        |
| <b>AYES:</b>     | McPherson, Marchman, Carter, Momtahan |
| <b>NAYS:</b>     | McDougal                              |

3. Ordinance 0-7-2019 to Designate the Connally-Marchman House as a Local Historic Site for Preservation Purposes

Councilman Matthew Momtahan made the motion to approve the ordinance with the condition that the Connally-Marchman House be designated as a local historic site.

|                  |                                |
|------------------|--------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (VOTE: 4-1)</b>     |
| <b>MOVER:</b>    | Matthew Momtahan, Councilman   |
| <b>SECONDER:</b> | Leslie McPherson, Councilwoman |

**AYES:** Momtahan, McPherson, Carter, Marchman  
**NAYS:** McDougal

4. Ordinance 0-8-2019 to Designate the First Presbyterian Church as a Local Historic Site for Preservation Purposes

Councilwoman Leslie McPherson made the motion to approve the ordinance to designate the First Presbyterian Church as a local historic site as presented.

**RESULT:** **ADOPTED (VOTE: 4-1)**  
**MOVER:** Leslie McPherson, Councilwoman  
**SECONDER:** Matthew Momtahan, Councilman  
**AYES:** McPherson, Momtahan, Carter, Marchman  
**NAYS:** McDougal

5. Ordinance 0-9-2019 to Designate the Fullerville Jail as a Local Historic Site for Preservation Purposes

Councilwoman Leslie McPherson made the motion to approve the ordinance with the condition that only the Fullerville Jail be designated as a local historic site and not any other structure or landscapes on the property as presented.

**RESULT:** **ADOPTED (VOTE: 4-1)**  
**MOVER:** Leslie McPherson, Councilwoman  
**SECONDER:** Matthew Momtahan, Councilman  
**AYES:** McPherson, Momtahan, Carter, McDougal  
**NAYS:** Marchman

6. Ordinance 0-10-2019 to Designate the Chambers Burial Ground (Old Section) of Hillcrest Cemetery as a Local Historic Site for Preservation Purposes

Councilman Danny Carter made the motion to approve the ordinance with the condition that only the Chambers Burial Ground section of Hillcrest Cemetery be designated as a local historic site and not any other structure, landscapes or sections of the cemetery as presented.

**RESULT:** **ADOPTED (UNANIMOUS)**  
**MOVER:** Danny Carter, Councilman  
**SECONDER:** Matthew Momtahan, Councilman  
**AYES:** Carter, Momtahan, Marchman, McPherson, McDougal

7. Ordinance 0-12-2019 to Designate the New Hope Cemetery as a Local Historic Site for Preservation Purposes

Councilwoman Leslie McPherson made the motion to approve the ordinance to designate the New Hope Primitive Baptist Cemetery as a local historic site.

**RESULT:** **ADOPTED (UNANIMOUS)**  
**MOVER:** Leslie McPherson, Councilwoman  
**SECONDER:** Matthew Momtahan, Councilman  
**AYES:** McPherson, Momtahan, Carter, Marchman, McDougal

8. Ordinance 0-12-2019 to Designate the Old Villa Rica Cemetery as a Local Historic Site for Preservation Purposes

Councilman Gil McDougal made the motion to approve the ordinance to designate the Old Villa Rica Cemetery as a local historic site.

**RESULT:** **ADOPTED (UNANIMOUS)**  
**MOVER:** Gil McDougal, Councilman  
**SECONDER:** Matthew Momtahan, Councilman  
**AYES:** McDougal, Momtahan, Marchman, Carter, McPherson

9. Ordinance 0-13-2019 to Designate the Powell Marchman House as a Local Historic Site for Preservation Purposes

Councilwoman Leslie McPherson made the motion to approve the ordinance to designate the Powell Marchman House as a local historic site.

**RESULT:** **ADOPTED (VOTE: 4-1)**  
**MOVER:** Leslie McPherson, Councilwoman  
**SECONDER:** Shirley Marchman, Councilwoman  
**AYES:** Marchman, McPherson, Carter, Momtahan  
**NAYS:** McDougal

10. Ordinance 0-14-2019 to Designate the Villa Rica City Hospital as a Local Historic Site for Preservation Purposes

Councilman Danny Carter made the motion to approve the ordinance to designate the Villa Rica City Hospital (located 631 Spring Street) as a local historic site.

**RESULT:** **ADOPTED (VOTE: 4-1)**  
**MOVER:** Danny Carter, Councilman  
**SECONDER:** Leslie McPherson, Councilwoman  
**AYES:** Carter, McPherson, Marchman, Momtahan  
**NAYS:** McDougal

11. Ordinance 0-15-2019 to Designate Wicks Taven as a Local Historic Site for Preservation Purposes

Councilman Danny Carter made the motion to approve the ordinance to designate Wicks Taven as a local historic site.

**RESULT:** **ADOPTED (VOTE: 2-2, MAYOR APPROVED)**  
**MOVER:** Danny Carter, Councilman  
**SECONDER:** Matthew Momtahan, Councilman  
**AYES:** Carter, Momtahan  
**NAYS:** McDougal, Marchman

**The vote was 2-2 tied, the Mayor voted to approve the motion.**

**G. City Manager (Tom Barber)**

1. Approval of Change to Downtown Development Authority Boundaries

Councilman Gil McDougal made the motion to approve the new boundaries for the Downtown Development Authority according to the map attached.

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

2. Discussion of Requirements for Training for Board Members  
Discussion only. Staff will come back to the Council with a recommendation.
3. To Approve a Fee Schedule for Solid Waste Pickup  
Councilman Danny Carter made the motion to adopt the attached Revised Sanitation and Solid Waste Fee Schedule effective April 23, 2019.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                      |
| <b>MOVER:</b>    | Danny Carter, Councilman                        |
| <b>SECONDER:</b> | Leslie McPherson, Councilwoman                  |
| <b>AYES:</b>     | Carter, McPherson, Marchman, McDougal, Momtahan |

4. Discussion of Contract for City Attorney and Police Chief  
The Council agreed not pursuing an employment contract with the Police Chief, and directed the City Attorney to prepare a letter of engagement covering his services to the City and that staff place only this item on the June 11 agenda.
5. Discuss the Assignment of Tasks to the City Attorney  
Discussion only.
6. Discussion of Community Square Blvd  
Discussion was moved to Executive Session.
7. Election of GMA's District 4 Officers  
Councilman Danny Carter made the motion to approve the slate of four city officials nominated as District 4 Officers by GMA for the 2019-2020 year.

|                  |                                                                     |
|------------------|---------------------------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (VOTE: 4-0, Councilwoman Leslie McPherson abstained)</b> |
| <b>MOVER:</b>    | Danny Carter, Councilman                                            |
| <b>SECONDER:</b> | Shirley Marchman, Councilwoman                                      |
| <b>AYES:</b>     | Carter, Marchman, McDougal, Momtahan                                |

#### **Executive Session:**

City Attorney David Mecklin request the Council go into Executive Session to discuss real estate and recalled the personnel matter. Councilman Gil McDougal made the motion to go into Executive Session for real estate, seconded by Councilwoman Shirley Marchman. Vote: 5-0. Unanimous.

The Council returned from Executive Session by a motion from Councilwoman Shirley Marchman, seconded by Councilman Danny Carter. Vote: 5-0. Unanimous.

City Attorney David Mecklin reported that the Council approved a Lease Agreement of the old library building with Southeastrans. Councilman Gil McDougal made the motion to approve the City Manager and Mayor to enter into a lease agreement with Southeastrans for the old library building.

|                  |                                                 |
|------------------|-------------------------------------------------|
| <b>RESULT:</b>   | <b>ADOPTED (UNANIMOUS)</b>                      |
| <b>MOVER:</b>    | Gil McDougal, Councilman                        |
| <b>SECONDER:</b> | Leslie McPherson, Councilwoman                  |
| <b>AYES:</b>     | McDougal, McPherson, Carter, Marchman, Momtahan |

**Adjournment**

Councilman Gil McDougal made the motion to adjourn the meeting, seconded by Councilwoman Leslie McPherson. Vote: 5-0. Unanimous.

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Mayor Jeff Reese

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Alisa Doyal, City Clerk



# CITY OF VILLA RICA

## City Council Packet

**SUBJECT:** Conditional Use Application CU-01-19, 716 Newport Drive (Parcel Number: V02 0070396) for a Family Daycare Home

**CITY COUNCIL AGENDA DATE:** May 28<sup>th</sup>, 2019

**DATE:** May 16<sup>th</sup>, 2019

**PREPARED BY:** Ronald Johnson, Planning & Zoning Specialist

**FISCAL IMPACT: None**  
**ANNUAL – N/A**  
**CAPITAL – N/A**  
**OTHER – N/A**

**FUNDING SOURCE: N/A**

---

**PURPOSE:** The purpose of this request is for a conditional use for a family daycare home for six (6) children.

**BACKGROUND:** We have a request for a conditional use for a family daycare home within the applicant's residence. The family daycare home will consist of 244SF within the home, whereas the UDC requires 210SF (35SF per child) and 600SF of outdoor play area space (the UDC requires 100SF per child). The applicant proposes to house the maximum of 6 children. The UDC also requires a 4' high fence to enclose the exterior space, which the applicant will provide. The family daycare home is proposed to operate from 6:30AM-5:30PM, Monday through Friday.

**STAFF RECOMMENDATION:** The applicant's proposal will have limited impact on the neighborhood. Staff is recommending approval of this conditional use.

**IMPACT:** N/A

**MOTION:** I make a motion to approve this Conditional Use application for a Family Daycare Home as presented.



**APPLICATION FOR  
CONDITIONAL USE PERMIT**

Please complete the blanks with the requested information. 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: 3-28-19

**APPLICANT**

Applicant Name: Teresa Boykin  
Address: 716 Newport Drive City: Villa Rica State: Ga Zip: 30180  
Phone: (478) 392-5749 Fax: ( ) - Email: Boykin.Teresa14@gmail.com  
Agent Name: Elmay Properties LLC  
Address: 130 Belvedere CT, City: Sandy Spring State: Ga Zip: 30350  
Phone: (770) 906-4261 Fax: N/A Email: Hanoeh-d@gmail.com  
Owner Name (If different from applicant): \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

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

**CONDITIONAL USE**

Project Name: \_\_\_\_\_  
Conditional Use Location (attach location map): \_\_\_\_\_  
Proposed Use: Family Childcare Home  
Square Footage of Site: 1824 Sq Ft  
Assessor's Parcel Number: \_\_\_\_\_  
Describe Proposed Conditional Use: \_\_\_\_\_  
\_\_\_\_\_

**(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: \_\_\_\_\_



CASE # \_\_\_\_\_  
CONDITIONAL USE PERMIT

*The procedure for approval of a Conditional Use Permit or a Communications Tower Special Use Permit is set forth in Section 2.03.D of the Unified Development Code (UDC). Generally, the process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.*

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

Delesa Boykin  
Signature of Applicant

3-25-19  
Date

**Required Materials to Accompany the Application:**

*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 all application requirements;
- ☐ 3. A written statement describing the following:
  - a. The proposed use;
  - b. The effect the proposed development 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;
  - c. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
  - d. The areas that are most likely to be directly affected by such change and the likely effects;
  - e. 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.
- ☐ 4. Any other exhibits as may be required by the Community Development Manager.



CASE # \_\_\_\_\_  
CONDITIONAL USE PERMIT

### 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 applicant<sup>1</sup> 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Teresa B. Baykin

Applicant's Name – Printed

Teresa B. Baykin

Signature of Applicant

\_\_\_\_\_  
Applicant's Attorney, if applicable – Printed

\_\_\_\_\_  
Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 28 day of March, 2019.



Katie Godfrey  
Notary Public

My Notary Expires 14th April, 2019

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

# ELMAY PROPERTIES LLC

AUTHORIZATION LETTER

03/26/2019

To: The City of villa Rica

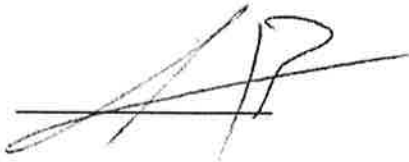
GA

To Whom It May Concern,

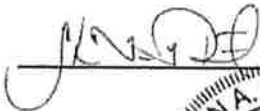
I hereby authorize Teresa Boykin to make this request for CONDITIONAL USE PERMIT for the property located at 716 Newport Drive Villa Rica.

ELMAY PROPERTIES LLC

By Hanoch Dombek- Director



Notary Public:



OPERATING AGREEMENT OF  
ELMAY PROPERTIES L.L.C.

A Georgia Limited Liability Company

This Operating Agreement is made and adopted on October 30, 2018 by ELMAY Properties L.L.C., a Georgia limited liability company (the "Company") and Viktoria Alkabets Oistacher, its sole member (the "Member")

**1. ORGANIZATION**

- 1.1. Formation. The Company has been organized as a Georgia limited liability company pursuant to the Georgia Limited Liability Company law, by the filing of Articles of Organization ("Articles") as required by such law. Viktoria Alkabets Oistacher is the Company's sole and single member.
- 1.2. Name. The name of the Company is ELMAY Properties L.L.C. .
- 1.3. Purposes. The purpose of the Company shall be (a) Real Estate Investment, and (b) to do any other lawful act permitted of the Company under the Act.
- 1.4. Duration. The term of the Company shall commence upon the filing of Articles of Organization with the Secretary of State of Georgia and shall continue until the first to occur of the following:
  - 1.4.1. December 6, 2085;
  - 1.4.2. the election of the Members to dissolve the Company;
- 1.5. Place of Business. The business address of the LLC shall be determined by the Member. The LLC may from time to time have such other place or places of business, as the Member may decide. The initial business address of the LLC shall be as follows: 4983 Dunwoody Terrace cove, Atlanta, GA, 30338
- 1.6. Registered Agent. The registered agent of the LLC shall be determined by the Member who shall also possess the power to remove or replace a currently serving LLC registered agent. The initial registered agent is:  
Hanoch Dombek.

**2. BOOKS, RECORDS, AND ACCOUNTING**

- 2.1. Books and Records. The Company shall maintain complete and accurate books and records of the Company's business and affairs as required by state law. The Company's books and records shall be kept at the Company's Registered Office.
- 2.2. Fiscal Year. The Company's fiscal year shall be the calendar year.
- 2.3. Tax Matters Partner. Viktoria Alkabets Oistacher is hereby designated as the LLC's "Tax Matters Partner" under Section 6231(a)(7) of the Internal Revenue Code of 1986, as amended (the "Code"), and shall have all the powers and responsibilities of such position as provided in the Code and the Treasury Regulations thereunder.
- 2.4. Taxes. For federal tax purposes, the Company will be taxed as a sole proprietorship, with profits and losses passing through to the Member.

**3. MANAGEMENT OF THE COMPANY**

- 3.1. Management of Business. The Company shall be managed by those persons (individually a "Manager" and collectively the "Managers"), who shall be designated as Managers or fired by the Member in writing. The Managers shall serve at the will and pleasure of the Member. The initial managers of the company are: Viktoria Alkabets Oistacher CEO, Chen Alkabets- Vice President, Hanoch Dombek - Vice President.

Viktoria Alkabets Oistacher, Chen Alkabets or Hanoch Dombek (each one) has the authority to bind the Company to any third party with respect to any matter. Hanoch Dombek is authorized to open a bank account in the US.

#### 4. CAPITAL STRUCTURE

- 4.1. Capital Structure. The capital structure of the LLC shall consist of one class of LLC Units each having equal rights under all provisions of this operating agreement.
- 4.2. LLC Units. 1,000 LLC Units shall be issued to the Member.
- 4.3. Capital Contributions. The Member shall contribute or shall have contributed, as an initial capital contribution to the LLC the amounts set forth below.

| Member                      | Initial Capital Contribution | LLC Units |
|-----------------------------|------------------------------|-----------|
| Viktoria Alkabets Oistacher | \$1,000                      | 1,000     |

- 4.4. Additional Members. The Company may admit additional members upon such items as are determined by the Company and the Member.
- 4.5. Distributions. The Member will determine when and how cash and other assets of the Company will be distributed.
- 4.6. Additional Capital. The Member shall determine whether the Company requires additional capital in order to carry on its business. If the Member determine such additional capital is required, such additional capital shall be contributed or loan by the Member. The Member shall have no obligation to contribute or loan any capital whatsoever.

#### 5. EXCULPATION OF LIABILITY; INDEMNIFICATION

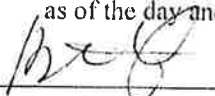
- 5.1. Exculpation of Liability. Unless otherwise provided by law or expressly assumed, the Member or Manager(s), or both, shall not be liable for the acts, debts, or liabilities of the Company.
- 5.2. Indemnification. Except as otherwise provided in this Article, the Company shall indemnify the Member and may indemnify any Manager or other employee or agent of the Company who was or is a party, or is threatened to be made a party, to a threatened, pending, or completed action, suit, or proceeding (whether civil, criminal, administrative, or investigative and whether formal or informal), other than an action by or in the right of the Company, where such person is a party because the person is or was a Manager, the Member, employee, or agent of the Company. The Company

shall indemnify the Member and may indemnify such Manager, employee, or agent against expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, actually and reasonably incurred by such person in connection with the action, suit, or proceeding. The Company shall indemnify the Member and may indemnify such Manager, employee, or agent if the person acted in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner that the person reasonably believed to be in the best interests of the Company. With respect to a criminal action or proceeding, the person must have had no reasonable cause to believe that his or her conduct was unlawful. To the extent that a Member or Manager, employee, or agent of the Company has been successful on the merits or otherwise in defense of an action, suit, or proceeding, or in defense of any claim, issue, or other matter in the action, suit, or proceeding, the Member shall be indemnified and such Manager, employee, or agent may be indemnified against the actual and reasonable expenses, including attorney fees, incurred by him or her in connection with the action, suit, or proceeding and any action, suit, or proceeding brought to enforce this mandatory indemnification. Unless ordered by a court, any indemnification permitted under this Article shall be made by the Member after (a) determining that the indemnification is proper under the circumstances because the person to be indemnified has met the applicable standard of conduct and (b) evaluating the reasonableness of the expenses and of the amounts paid in settlement. No indemnification shall be provided for or in connection with (a) the receipt of a financial benefit to which the person is not entitled, or (b) a knowing violation of the law.

## 6. DISSOLUTION AND WINDING UP

6.1. Dissolution. The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events only: (a) at any time specified in the Articles; (b) on the occurrence of any event specified in the Articles; or (c) consent of the Member.

This Operating Agreement is made and adopted by the Company and its sole Member as of the day and year listed on the first page of this agreement.

X 

ELMAY Properties L.L.C.

X 

Viktoria Alkabets Oistacher

By: Viktoria Alkabets Oistacher



## Planning & Zoning

Community Development Department

CU-01-19

---

### Council Ward: 3

Planning Board Member: Tom Flowers

City Council Member: Leslie McPherson

**Public Hearing Date** May 28<sup>th</sup>, 2019

**Planning Commission:** May 7<sup>th</sup>, 2019

**City Council:** May 28<sup>th</sup>, 2019

**Request:** Conditional use to allow a family daycare home with 6 children, with an operation time of 6:30AM to 5:30PM.

---

**Applicant:** Teresa Boykin  
716 Newport Drive  
Villa Rica, GA 30180

**Current Land Use:** Planned Unit  
Development

**Future Land Use:** Planned Unit  
Development

**Acres:** 0.19 +/-

**Parcel Number(s):** V02 0070396

**Location:** 716 Newport Drive, Villa Rica, GA 30180



**Project Description:**

The proposed 6 children would be transported to and from the site via six cars, twice per day. The traffic generated is not any more 'hazardous' than other vehicles going through the subdivision, however a very small uptick in traffic will result from the use.

**(6) The proposed use will comply will all fire, health, building, plumbing, electrical and stormwater drainage regulations of the City, County, State and federal agencies; and**

The property will comply with all regulations.

**(7) Adequate public facilities exist to service the proposed use.**

The project site has existing public facilities and no further facilities would need to be installed.

**Staff Comments:**

Family Daycare Homes are permitted in the RD and R-20 residential zoning districts as conditional uses as per Section 5.08B of the UDC. The UDC provides for three standards of operation of such homes, to which the applicant is/will be in compliance with:

1. No identification from a public street by signage, graphics, display, or other visual means is allowed.
2. The Chief Building Inspector may require that the number of children to be cared for on-site be less than that allowed by state or federal regulations if, in his opinion, the building cannot meet or exceed adopted life safety and fire codes to adequately protect the number of children in care.
3. The operator of a Family Day Care Home shall be a full-time resident of the home.

In addition, the UDC requires all childcare facilities, including family daycare homes, to:

1. Be licensed by the state of Georgia.
2. Provide sufficient evidence that the proposed use will comply with all State and City regulations.
3. Provide outdoor play space at a rate of 100 square feet per child excluding children in cribs and indoor play space at a rate of 35 square feet per child (excluding hallways, kitchen, bathrooms, closets, utility rooms and offices).

The applicant has proposed an operation time of 6:30AM-5:30PM.

The State of Georgia permits no more than 6 paying children at one time in a Family Day Care Home. The applicant was licensed in her previous location in Carroll County, and upon moving to Newport Drive, is in the process of updating her license with the state. The state has several background and safety requirements that is enforced through the state in order for them to issue a Certificate of Registration.

**Recommendation:**

Staff recommendation: **APPROVAL**

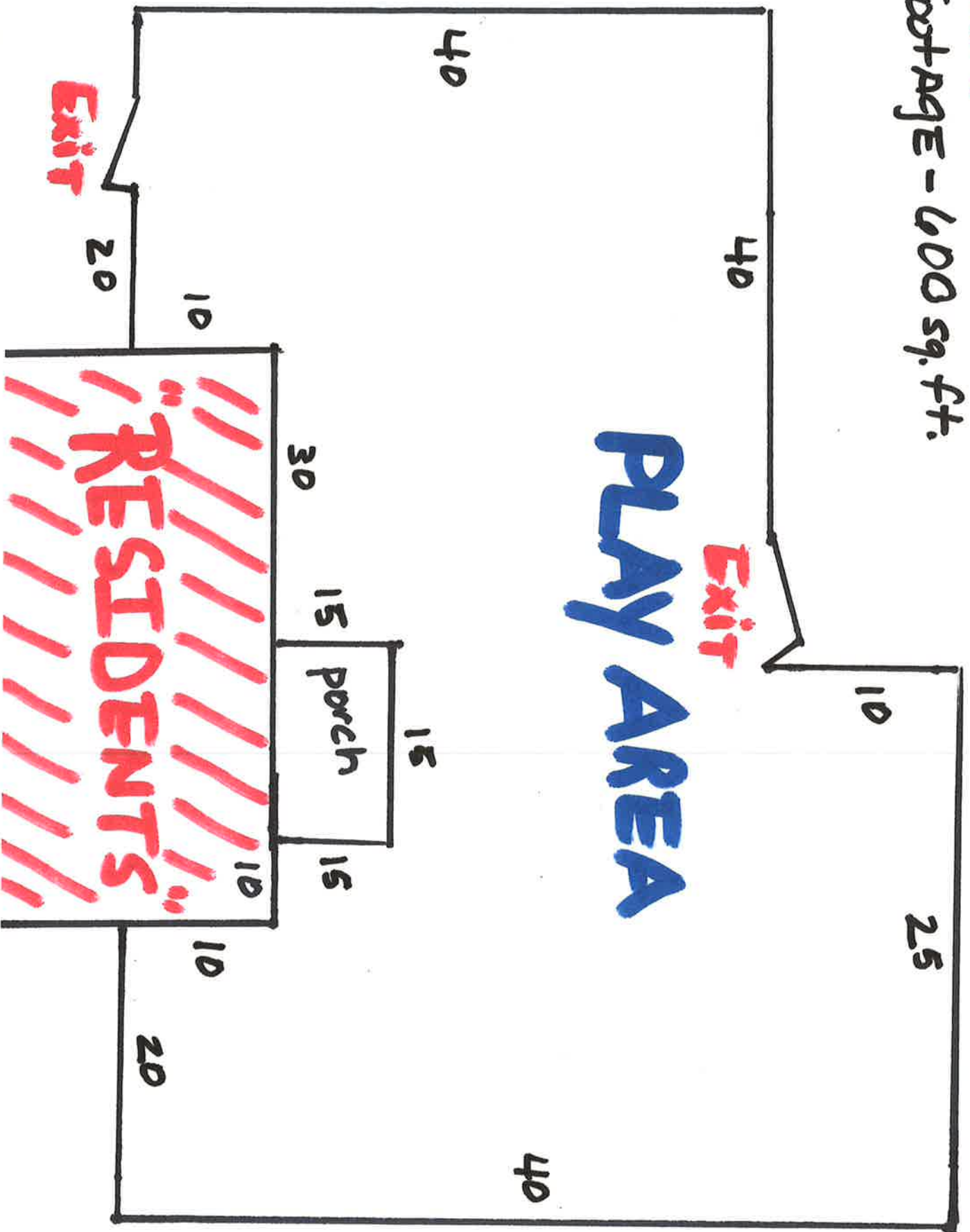
**Public Notifications:**

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 April 22, 2019; a sign has been posted on the subject properties; and all abutting property owners have received notification via certified mail.

# • PLAY AREA

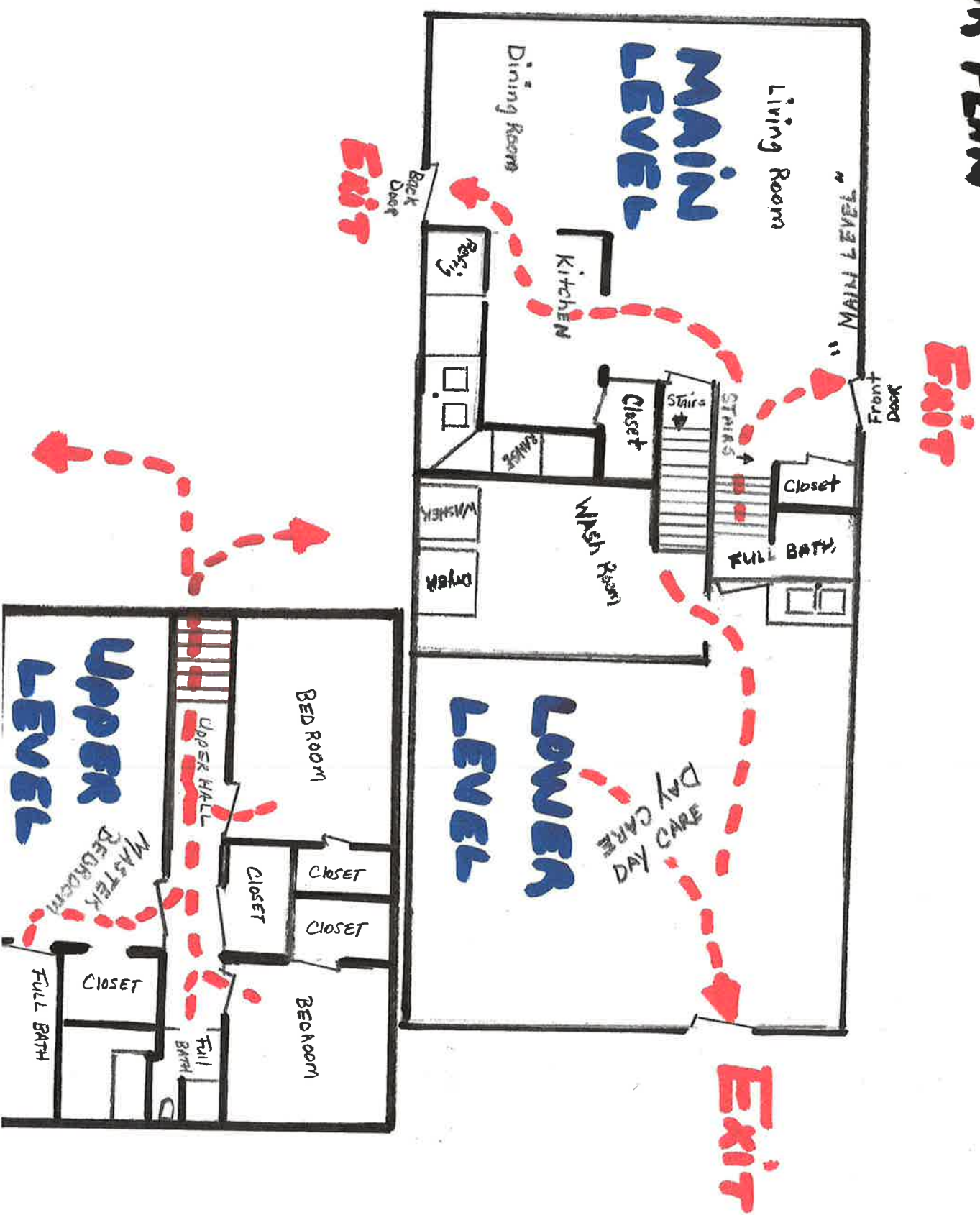
## • EXIT

- Footage - 600 sq. ft.



- Location
- Emergency Exit
- Floor Plan

716 Newport Drive  
Villa Rica Ga 30180



## Basic Details

716 Newport Drive Subdivision  
Villa Rica Ga 30180 - River Trace

Single Family Home

3 Bedrooms

3 Baths

1,824 sq Ft

8,276 sqft Lot

\* (plenty of Room for a fenced in area)

\* (plenty of Room for childcare (35 sq ft per child))

Size of the Daycare is 244 sq Ft

Operation Hours are 6:30 A.M to 5:30 P.M.  
mon - Fri

Jan - Dec, 2019

Outside play  
area no less  
than 600 sq ft

Need a diagram  
accurate nothing  
professional

Teresa  
Boykin  
(678) 392-5749

# LEASE FOR RESIDENTIAL PROPERTY



2019 Printing

For and in consideration of \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Landlord (Elmay Properties LLC) and the undersigned Tenant (Teresa Bonner Boykin, Bobby Lee Boykin) do hereby agree as follows:

A. **PRIMARY TERMS.** The primary terms of this Lease are set forth in this Section and are subject to the explanations and clarifications set forth in Corresponding Paragraphs Section B of the Lease.

Lease. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Premises identified herein on this date of 03/04/2019 on the terms and conditions of which are set forth below.

1. **Property Address:** 716 Newport dr. **Unit** \_\_\_\_\_  
**City** Villa Rica **County** Carroll **Georgia, Zip** 30180 ("Premises")

2. **Lease Start Date:** 0329/2019 **Last Day of Lease ("Lease End Date"):** 03/31/2020  
 Tenant may terminate this Agreement without penalty if possession is not granted within N/A days of the Lease Start Date ("Approved Delay Period").

3. **Rent.**  
 a. **Rent:** Tenant shall pay monthly rent of \$ 1100. Rent Shall Be Payable To Elmay Properties LLC and delivered to: Bank of America, Account # 334050522366, Routing # 061000052 ("Rent Payment Address") unless another address is specified by the above-referenced party receiving the rent following the notice provisions herein.  
 b. **Due Date for Rent:** Rent must be paid by the 1st day of the month ☒ Check ☐ Cash ☐ Certified Check ☐ Money Order ☐ Credit Card ☐ ACH or ☐ EFT. Rent shall be paid no later than by 5 p.m. on the 5th day of the month ("Due Date").  
 c. **Late Date and Late Fee:** Rent paid after 5 p.m. on the 5th day of the month shall be late and must include additional rent of \$ 100 ("Additional Rent for Late Payment").  
 d. **Credit Card:** If rent is paid by Credit Card rent must include a credit card convenience fee of N/A.  
 e. **Service Charge:** Tenant shall immediately pay Landlord a service charge of \$ 50 ("Service Charge") for all dishonored checks or rejected electronic (ACH) payments.

4. **Security Deposit.**  
 a. Tenant shall pay Elmay Properties LLC as "Holder" a security deposit of \$ 1100 by: ☐ Check ☒ Cash ☐ Certified Check ☐ Money Order ☐ Credit Card ☐ ACH or ☐ EFT.  
 b. **Security Deposit Bank Account:** The security deposit will be held in: ☐ Escrow Account at \_\_\_\_\_ Bank; OR ☒ General Account at Bank of America Bank.

5. **Notice Not to Renew Lease.** A party electing not to renew the Lease shall be required to provide 60 days notice of the same to the other party even when the lease becomes a month to month agreement.

6. **Re-Key Fee Paid By Tenant upon Lease Termination:** \$ 150

7. **Non-Refundable Administrative Fee Paid by Tenant:** \$ 0.00

8. **Pets.** Tenant ☐ shall or ☒ shall not be allowed to keep pets on the premises. If pets are allowed a separate pet exhibit must be attached hereto and is incorporated into this Lease.

9. **Smoking.** Tenant ☐ shall or ☒ shall not be allowed to smoke, in any form, on or in the Premises.

10. **No Subletting.** No subletting of any kind including, but not limited to, nightly rental services such as AIRBNB.com, or home exchange services such as HomeExchange.com.

11. **Utilities.** Utilities provided by Landlord: ☐ Water ☐ Sewer ☐ Gas ☐ Electricity ☐ Trash Pickup ☐ Cable ☒ None ☐ Other: \_\_\_\_\_

12. **Early Termination by Tenant.** Tenant ☐ shall OR ☒ shall not have the right to terminate this Lease early. If Tenant has a right to terminate the Lease early, Tenant must:  
☐ a. Give Landlord no less than \_\_\_\_\_ days prior notice of the termination.  
☐ b. Comply in ALL respects with the requirements set out in Paragraph B.11.  
☐ c. In addition to the rent due, pay \$ \_\_\_\_\_ or \_\_\_\_\_ % of the total rent that otherwise would have been owed through the Lease End Date, not later than \_\_\_\_\_ days from the date Notice to Terminate is received.  
☐ d. Pay an Early Lease Termination Administrative Fee of \$ \_\_\_\_\_, not later than \_\_\_\_\_ days from the date Notice to Terminate is received.

13. **Early Termination by Landlord.** Landlord shall have the right to terminate the Lease early upon not less than \_\_\_\_\_ days notice and upon such termination and Tenant vacating the Premises, Landlord shall credit Tenant with the sum of \$ \_\_\_\_\_ ("Early Termination Fee to Tenant") which shall first be applied against any monies owing from Tenant to Landlord with the balance thereafter being paid to Tenant by Landlord.

THIS FORM IS COPYRIGHTED AND MAY ONLY BE USED IN REAL ESTATE TRANSACTIONS IN WHICH Shosh Dombek IS INVOLVED AS A REAL ESTATE LICENSEE. UNAUTHORIZED USE OF THE FORM MAY RESULT IN LEGAL SANCTIONS BEING BROUGHT AGAINST THE USER AND SHOULD BE REPORTED TO THE GEORGIA ASSOCIATION OF REALTORS® AT (770) 451-1831.

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F913, Lease for Residential Property, Page 1 of 12, 01/01/19

14. **Holding Over Rate.** The daily rate for holding over beyond the expiration or termination of the Lease is \$ 100

15. **Fee to Prepare Lease Amendment:** \$ 0.00

16. **Use:** Only the following people are authorized to occupy the Premises: Teresa Bonnee Boykin, Bobby Lee Boykin, Jake Neeley

17. **Appliances provided by Landlord:**

|                                                |                                   |                                    |                                                   |                                              |                                 |
|------------------------------------------------|-----------------------------------|------------------------------------|---------------------------------------------------|----------------------------------------------|---------------------------------|
| <input type="checkbox"/> Compactor             | <input type="checkbox"/> Dryer    | <input type="checkbox"/> Microwave | <input checked="" type="checkbox"/> Range         | <input type="checkbox"/> Washer              | <input type="checkbox"/> Other: |
| <input checked="" type="checkbox"/> Dishwasher | <input type="checkbox"/> Electric | <input type="checkbox"/> Oven      | <input type="checkbox"/> Built-in                 | <input type="checkbox"/> Wine/Drink Cooler   | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Disposal              | <input type="checkbox"/> Gas      | <input type="checkbox"/> Electric  | <input checked="" type="checkbox"/> Free-standing | <input checked="" type="checkbox"/> Venthood | <input type="checkbox"/> Other: |
|                                                |                                   | <input type="checkbox"/> Gas       | <input checked="" type="checkbox"/> Refrigerator  |                                              | <input type="checkbox"/> Other: |

18. **Lawn & Exterior Maintenance.** ☒ Tenant OR ☐ Landlord shall maintain the lawn and perform exterior maintenance as described elsewhere herein.

19. **Pest Control.** Pest Control, as specified elsewhere in the Lease, shall be the responsibility of and paid for by:  
☒ Tenant OR ☐ Landlord.

20. **Propensity of Flooding.** The Premises ☐ have OR ☒ have not flooded at least three (3) times within the past five (5) years.

21. **Lead Based Paint.** The Premises ☐ were (attach F316 Lead-Based Paint Exhibit) OR ☒ were not built prior to 1978.  
Tenant ☐ has OR ☒ has not received a copy of the **Lead-Based Paint Pamphlet (CB04)**.

22. **Liquidated Damages Paid By Tenant.**

- a. **Fee to Halt Dispossession Action:** The fee paid by Tenant to halt dispossession actions in certain situations as set forth elsewhere herein shall be \$ 1000 ("Fee to Halt Dispossession Action") plus an Administrative Fee of \$ 250 per occurrence.
- b. **Denial of Access Charge:** Tenant agrees to pay \$ 100 for each incident where Tenant denies Landlord access to the Premises ("Denial of Access Fee") as described elsewhere herein.
- c. **Unauthorized Pet Charge:** \$ 300 per incident. Every day the violation occurs shall be deemed a separate incident.
- d. **Unauthorized smoking within the Premises charge:** \$ 300
- e. **Utility Disconnection Charge for unauthorized disconnection of utility service:** \$ 500

23. **Renewal.**

- a. **Term:** The Lease ☒ shall automatically renew in 12 month increments (each of which shall be referred to as a "Renewal Term") or ☐ shall renew on a month to month basis with all other terms and conditions of the Lease remaining the same including, but not limited to, the number of days notice required to terminate the Lease. If the month to month option is selected, then the language below regarding the "Automatic Renewal" of the Lease shall not be applicable or part of this Lease.
- b. **Automatic Renewal:** Upon the first day of the calendar month following the initial Lease End Date, and every twelve (12) months thereafter, the rent will automatically increase 3 % over the immediately preceding rental rate. Landlord shall have the right to increase the rent above this amount upon notice being given to Tenant at least ninety (90) days prior to the end of the then applicable Lease Term or Renewal Term. Upon the receipt of such notice, Tenant shall have thirty (30) days thereafter to notify Landlord of Tenant's decision either to: (1) terminate the Lease effective upon the end of the current term of the Lease; or (2) accept the increase in the rent above the amount set forth elsewhere in the Lease. If Tenant fails to timely respond to the notice of rent increase above the increase set forth elsewhere herein, then Tenant shall be deemed to have accepted the increase in rent for the subsequent Renewal Term. After the expiration of 2 Renewal Terms, the Lease shall automatically become a month-to-month Lease if not otherwise terminated. All other terms and conditions of this Lease, including the notice provisions, shall remain the same and in full force and in effect.

24. **Brokerage Relationships in this Transaction:**

- a. **Leasing Broker is** Chapman Hall Realtors **and is:**
- (1) working with Tenant as a ☐ client or ☒ customer,
  - (2) ☐ acting as a dual agent representing Landlord and Tenant.
  - (3) ☐ acting as designated agent where:

has been assigned to exclusively represent Tenant.

- b. **Listing Broker is** Chapman Hall Realtors **and is:**
- (1) working with Landlord as a ☒ client or ☐ customer,
  - (2) ☐ acting as a dual agent representing Tenant and Landlord.
  - (3) ☐ acting as designated agent where:

has been assigned to exclusively represent Landlord.

25. **Material Relationship Disclosure:** Broker and/or their affiliated licensees disclose the following material relationships:

N/A

26. **Disclosure of Ownership and Agents.**

- a. **Owner Disclosure:** The name and address of the Owner of record of the Premises or the person authorized to act for and on behalf of the Owner for the purpose of serving of process and receiving demands and notices is as follows:

Shmuel Roys  
130 Belvedere CT, Sandy Springs, GA 30350

- b. **Manager Disclosure:** The name and address of the person authorized to manage the Premises and Property is as follows:  
Brokerage Firm: \_\_\_\_\_ (hereinafter "Manager").  
Address of Brokerage Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Tenant(s) Initials TBB BLB

Landlord(s) Initials EPL

## B. CORRESPONDING PARAGRAPHS

1. **Agreement to Lease.** The parties agree to enter into this Lease for the Premises which may be further described in Exhibit "A". The Premises may be part of a larger property ("Property"). If so, Tenant shall have the right to use the common areas of the Property subject to: (a) all rules, regulations and covenants applicable thereto; and (b) the common areas being reduced, modified, altered or being made subject to further use restrictions adopted by Landlord, in its sole discretion, or any community association responsible for the same. While Tenant may use and enjoy the Premises to the fullest extent permitted in this Lease, no estate or permanent legal interest in the Premises is being transferred or conveyed by Landlord to Tenant herein. Landlord shall have the right to assign this Lease to a subsequent owner of the Premises.
2. **Term and Possession.** If Landlord is unable to deliver possession of Premises on the Start Date, rent shall be abated on a daily basis until possession is granted. Neither Owner, Landlord or Broker shall be liable for any delay in the delivery of possession of Premises to Tenant.
3. **Rent.** Tenant shall pay rent in advance to Landlord monthly, and on or before the Due Date during the Lease Term to the Rent Payment Address (or at such other address as may be designated from time to time by Landlord in writing). If the Lease Start Date or the Lease End Date is on the second day through the last day of any month, the rent shall be prorated for that month. Mailing the rent payment shall not constitute payment. Rent must be actually received by Landlord to be considered paid. Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord. Rent not paid in full by the Due Date shall be late. Landlord may, but shall have no obligation to accept any rent paid after the Due Date. If late payment is made and Landlord accepts the same, the payment must include Additional Rent for Late Payment in the form of cash, cashier's check, certified check or wire transfer of immediately available funds, and if applicable, the Service Charge for any returned check. Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.
4. **Security Deposit.**
  - a. **Move-In:** Prior to Tenant tendering a Security Deposit, Landlord shall provide Tenant with a comprehensive list of any existing damages to Premises. Prior to taking occupancy, Tenant will be given the right to inspect Premises to ascertain the accuracy of the form. Both Landlord and Tenant shall sign the form and Tenant shall be entitled to retain a copy of the form. Tenant acknowledges that Tenant has carefully inspected the Premises, is familiar with the same and that the Premises are in a good and habitable condition.
  - b. **Deposit of Same:** Holder shall deposit the Security Deposit within five (5) banking days of receiving the same into the bank and account referenced herein. If Landlord is managing the property, the Security Deposit may be deposited in a general account, and it will not be segregated and will be co-mingled with other funds of Holder.

*[NOTE: If Landlord or Landlord's spouse or minor children own more than ten (10) rental units, if Landlord is not a natural person or if Landlord is a real estate licensee or if the management, including rent collection, is performed by third persons, natural or otherwise, for a fee, the Security Deposit must be deposited into an escrow account.]*

All interest earned on the above-referenced account shall belong to the Holder. Holder shall have the right to change the bank in which the Security Deposit is held upon notice to Landlord and Tenant, provided that the type of account remains the same. Landlord shall have the right upon fourteen (14) days prior notice to Holder and Tenant to change the Holder of the Security Deposit and / or the bank account into which the Security Deposit is deposited; provided that the new Holder designated by Landlord is a licensed Georgia real estate broker and the bank account into which the Security Deposit is deposited into is an escrow/trust account.
  - c. **Security Deposit Check Not Honored:** In the event any Security Deposit check is dishonored, for any reason, by the bank upon which it is drawn, Holder shall promptly notify all parties to this Agreement of the same. Tenant shall have three (3) banking days after notice to deliver good funds to Holder. In the event Tenant does not timely deliver good funds, Landlord shall have the right to terminate this Lease upon notice to Tenant.
  - d. **Return of Security Deposit:** The balance of the Security Deposit to which Tenant is entitled shall be returned to Tenant by Holder within thirty (30) days after the termination of this Agreement or the surrender of Premises by Tenant, whichever occurs last (hereinafter "Due Date"); provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises is clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises or the Property except for normal wear and tear or damage noted at the commencement of the Lease in the Move-In Move-Out Condition Report (F910) signed by Landlord and Tenant; and (6) all keys to the Premises and to recreational or other facilities, access cards, gate openers and garage openers have been returned to Landlord or Manager.
  - e. **Deductions from Security Deposit:** Holder shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises or Property caused by Tenant, Tenant's household or their invitees, licensees and guests, other than normal wear and tear; (2) unpaid rent, utility charges or pet fees; (3) cleaning costs if Premises is left unclean; (4) the cost to remove and dispose of any personal property; (5) late fees and any other unpaid fees, costs and charges referenced herein.
  - f. **Move-Out Statement:** Holder shall provide Tenant with a statement ("Move-Out Statement") listing the exact reasons for the retention of the Security Deposit or for any deductions there from. If the reason for the retention is based upon damage to Premises, such damages shall be specifically listed in the Move-Out Statement. The Move-Out Statement shall be prepared within three (3) banking days after the termination of occupancy. If Tenant terminates occupancy without notifying the Holder, Holder may make a final inspection within a reasonable time after discovering the termination of occupancy. Tenant shall have the right to inspect Premises within five (5) banking days after the termination of occupancy in order to ascertain the accuracy of the Move-Out Statement. If Tenant agrees with the Move-Out Statement, Tenant shall sign the same. If Tenant refuses to sign the Move-Out Statement, Tenant shall specify in writing, the items on the Move-Out Statement with which Tenant disagrees within three (3) banking days. For all purposes herein, a banking day shall not include Saturday, Sunday or federal holidays.

- g. **Delivery of Move-Out Statement:** Holder shall send the Move-Out Statement, along with the balance, if any, of the Security Deposit, to Tenant on or before it is due under state law. The Move-Out Statement shall either be delivered personally to Tenant or mailed to the last known address of Tenant via first class mail. If the letter containing the payment is returned to Holder undelivered and if Holder is unable to locate Tenant after a reasonable effort, the payment shall become the property of Landlord ninety (90) days after the date the payment was mailed.
- h. **Right of Holder to Interplead Security Deposit:** If there is a bona fide dispute over the Security Deposit, Holder may, (but shall not be required to), interplead the funds into a court of competent jurisdiction upon notice to all parties having an interest in the Security Deposit. Holder shall be reimbursed for and may deduct from any funds interpleaded its costs and expenses including reasonable attorneys' fees actually incurred. The prevailing defendant in the interpleader lawsuit shall be entitled to collect its attorneys' fees and court costs and the amount deducted by Holder from the non-prevailing party. All parties hereby agree to indemnify and hold Holder harmless from and against all claims, causes of action, suits and damages arising out of or related to the performance by Holder of its duties hereunder. All parties further covenant and agree not to sue Holder for damages relating to any decision of Holder to disburse the Security Deposit made in accordance with the requirements of this Lease or to interplead the Security Deposit into a court of competent jurisdiction.
5. **Notices.**
- a. **Required Notice to Lease Termination or Raising the Rent:** Either party must provide the other party with the number of days notice to terminate the Lease set forth elsewhere herein. Landlord must provide Tenant with the same number of days notice prior to increasing the rental rate.
- b. **Generally:** All notices given hereunder shall be in writing, legible and signed by the party giving the notice. In the event of a dispute regarding notice, the burden shall be on the party giving notice to prove delivery. The requirements of this notice paragraph shall apply even prior to this Agreement becoming binding. Notices shall only be delivered: (1) in person; (2) by courier, overnight delivery service or by certified or registered U.S. mail (hereinafter collectively "Delivery Service"); or (3) by e-mail or facsimile. The person delivering or sending the written notice signed by a party may be someone other than that party.
- c. **Delivery of Notice:** A notice to a party shall be deemed to have been delivered and received upon the earliest of the following to occur: (1) the actual receipt of the written notice by a party; (2) in the case of delivery by a Delivery Service, when the written notice is delivered to an address of a party set forth herein (or subsequently provided by the party following the notice provisions herein), provided that a record of the delivery is created; (3) in the case of delivery electronically, on the date and time the written notice is electronically sent to an e-mail address or facsimile number of a party herein (or subsequently provided by the party following the notice provisions herein). Notice to a party shall not be effective unless the written notice is sent to an address, facsimile number or e-mail address of the party set forth herein (or subsequently provided by the party following the notice provisions herein).
- d. **When Broker Authorized to Accept Notice for Client:** No Broker shall have the authority to accept notice on behalf of a Tenant or Landlord except that a Broker acting as the Manager hereunder shall be authorized to receive notices on behalf of Landlord and notices delivered to Manager shall for all purposes herein be deemed to be notice to Landlord provided that the notice is delivered to Manager following the notice proceedings set forth here to Manager's address, facsimile number or e-mail address of Manager set forth herein (or subsequently provided by the Manager to Tenant following the notice provisions herein).
6. **Re-Key Fee.** Upon vacating the Premises Tenant agrees to pay the fee to rekey the locks set forth elsewhere herein either upon the termination of the Lease or to replace any mailbox keys or access cards not returned by Tenant at move out.
7. **Administrative Fee.** Prior to the commencement of occupancy, Tenant shall pay Holder the non-refundable Administrative Fee set forth elsewhere herein.
8. **Pets.** No pets are allowed or shall be kept in the Premises or on the Property unless a separate pet exhibit is attached to and incorporated into this Lease.
9. **No Smoking.** Unless specifically authorized in this Agreement, Premises shall be a smoke free zone and smoking shall not be permitted therein. This includes electronic cigarettes and vaping.
10. **No Subletting.** Tenant may not sublet Premises in whole or in part or assign this Lease without the prior written consent of Landlord which consent may be withheld for any reason or for no reason. This Lease shall create the relationship of Landlord and Tenant between the parties hereto. Tenant is specifically prohibited from offering all or part of the Premises for short-term rental such as through AirBnB, VRBO, or other such sites or programs, regardless of any local laws that may be or have been enacted. Any advertising or on-line postings as well as actual rentals of the Premises to vacation or short-term guests shall constitute a material breach of this Agreement. Any person who is not a Tenant, as defined herein, who occupies any portion of the Premises, for any period of time whatsoever, for any compensation or consideration whatsoever (including, without limitation, the payment of money and/or trade and/or barter of other goods, services, or property occupancy rights) is NOT a guest, and such occupancy constitutes unauthorized subletting or assignment which is a substantial and material breach of this Agreement.
11. **Utilities.** Landlord shall have no responsibility to connect utilities the responsibility of which to pay for shall be that of the Tenant. Tenant shall select and connect all utilities to be paid for by Tenant within three (3) banking days from the commencement of the Lease and shall keep these utilities on through the completion of the Move-Out Inspection. In the event Landlord fails to disconnect any utilities serving the Premises after completing the move in inspection and Tenant receives the benefit of such utilities paid for by Landlord, Tenant shall, upon receiving a bill for the same, immediately pay the cost thereof as additional rent to Landlord. In addition, Tenant shall immediately cause any such utility to be transferred to Tenant's name so that the bill goes to and is paid directly by Tenant.

- 12. Early Termination by Tenant.**
- a. **Right to Terminate Early:** Tenant shall have the right to terminate this Lease early only if Tenant has expressly been given the right to terminate the Lease early as provided elsewhere herein, Tenant is not in default hereunder at the time of giving notice, Tenant has strictly complied with all of the provisions of this paragraph, Tenant continues to pay rent on time and in full for the months prior to the Termination Date, Tenant pays any additional fees due per this section on time as set out in the Primary Terms section, and termination is as of the last day of a calendar month. If all of these conditions have been met, Tenant may terminate this Lease by following the procedures set forth elsewhere herein and returning the Premises in a clean and rent ready condition, ordinary wear and tear excepted. To be effective, any notice for early termination must be signed by all Tenants. Tenant's election of early termination shall not relieve Tenant of responsibilities and obligations regarding damage to Premises and/or Property. Tenant may not apply the security deposit toward the payment of any of Tenant's financial obligations set forth herein.
  - b. **Military Activation:** Notwithstanding any provision to the contrary contained herein, if Tenant is called to active duty in the military during the term of this Lease, Tenant shall present to Landlord the official orders activating Tenant; then and in that event, this Lease shall be controlled by the Service Members' Civil Relief Act of 2003 as amended in 50 U.S.C.A. § 50-534 and O.C.G.A. § 44-7-22.
  - c. **Active Military:** If Tenant is on active duty with the United States military and Tenant or an immediate family member of Tenant occupying Premises receives, during the term of this Lease, permanent change of station orders or temporary duty orders for a period in excess of three (3) months, Tenant's obligation for rent hereunder shall not exceed: (1) thirty (30) days rent after Tenant gives notice under this section; and (2) the cost of repairing damage to Premises or Property caused by an act or omission of Tenant. If Tenant is active duty military and presents to Landlord a copy of official orders of transfer to another military location, then and in that event, Tenant shall be required to give Landlord the notice to terminate early set forth elsewhere herein but shall have no obligation to pay an Early Lease Termination Administrative Fee or additional rent other than for thirty (30) days after Tenant gives notice under this section in accordance with O.C.G.A. § 44-7-22.
  - d. **Victim of Domestic Abuse:** Notwithstanding any provision to the contrary contained herein, if Tenant receives a "Civil family violence order" or a "Criminal family violence order" as defined in O.C.G.A. § 44-7-23, and Tenant provides Landlord with a copy of said order, then and in that event, Tenant shall be required to give Landlord the notice to terminate early set forth elsewhere herein but shall have no obligation to pay an Early Lease Termination Administrative Fee or additional rent other than for thirty (30) days after Tenant gives notice under this section.
- 13. Early Termination by Landlord.** Landlord may terminate the Lease prior to the lease expiration date and in such event Tenant agrees to vacate the Premises subject to the following:
- a. Landlord shall give Tenant written notice of the early termination and to vacate (in which case Tenant shall still owe rent through the notice period); and
  - b. After Tenant has vacated the Premises, Landlord shall credit to Tenant the Early Termination Fee to Tenant as liquidated damages for disturbing Tenant's quiet enjoyment of the Premises and for the inconvenience of moving early. This credit will be applied to the Tenant account at the time the Tenant vacates the Premises and shall be included with any applicable security deposit refund. The foregoing shall not relieve the Tenant of his or her responsibilities and obligations regarding any damage to the property.
- 14. Holding Over.** Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the termination or expiration of this Agreement, Tenant shall pay Landlord the per day Holding Over Fee set forth elsewhere herein for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the Holding Over Fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same.
- 15. Fee to Prepare Lease Amendment.** Should Tenant request and Landlord consent to modifying the Lease, Tenant agrees to pay Manager the Fee to Prepare Lease Amendment set forth elsewhere herein.
- 16. Use.** Premises shall be used for residential purposes only and shall be occupied only by those persons listed in this Agreement. Premises and Property shall be used by Tenant and Tenant shall cause all occupants of the Premises and their guests, invitees, licensees and contractors of Tenant to use the Premises and Property in accordance with all federal, state, county, and municipal laws and ordinances. A "guest" shall be defined as anyone who visits the Property for no longer than fourteen (14) consecutive days or twenty-eight (28) non-consecutive days in any twelve (12) month period. Any adult that resided in the Property for more than fourteen (14) consecutive days or twenty-eight (28) non-consecutive days in any twelve (12) month period shall be an unauthorized occupant in violation of this paragraph unless such adult undergoes Landlord's application process and is added to this Lease by mutual agreement. Tenant agrees that any violation or noncompliance of the above resulting in fines, sanctions or penalties being imposed against Landlord or Manager shall be the financial responsibility of and immediately paid by the Tenant to Landlord as Additional Rent. Tenant shall be responsible for ensuring that Tenant, all occupants of the Premises and their respective invitees, licensees, contractors and guests comply with the Rules and Regulations set forth below and not engage in any activity while on Property or in Premises that is unlawful, would endanger the health and safety of others or would otherwise create a nuisance. In the event Tenant or any of the above-named parties are arrested or indicted for any unlawful activity occurring on Property or for a felony occurring off of the Property and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord may, but shall not be obligated to, terminate this Lease upon notice to Tenant. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal law.
- 17. Appliances.** Only the appliances described elsewhere herein are provided by Landlord as part of this Agreement and included in this Lease. Tenant acknowledges that Tenant has inspected these appliances and that the same are in good working order and repair.
- 18. Lawn and Exterior Maintenance.** The party maintaining the lawn shall keep the lawn mowed and edged, beds free of weeds, shrubs trimmed, trash and grass clippings picked up on a regular basis (minimum of once every two weeks in growing season and fall leaf season) and shall keep the Premises, including the yard, lot, grounds, walkways and driveway clean and free of rubbish, trash and debris. Landlord shall be responsible for any other maintenance of the Premises or the Property required under O.C.G.A. 44-7-13.

19. **Pest Control.** Landlord will be responsible for termite and rodent control. The term "pest control" herein means addressing any problems in the Premises with ants, cockroaches, spiders and other insects and preventing the infestation thereof and the party responsible for the same is set forth elsewhere herein). Tenant shall be responsible for the immediate treatment of any bed bugs in the Premises by a licensed Georgia pest control operator and the immediate and permanent removal from the Premises of any mattresses, bedding, clothing and other similar items that may contain bed bugs or bed bug larvae.
20. **Propensity for Flooding.** When the owner of real property, either directly or through an agent, seeks to lease or rent that property for residential occupancy, prior to entering a written agreement for the leasehold of that property, the owner shall, either directly or through an agent, notify the prospective tenant in writing of the property's propensity of flooding if flooding has damaged any portion of the living space covered by the lease or attachments thereto to which the tenant or the tenant's resident relative has sole and exclusive use under the written agreement at least three times during the five-year period immediately preceding the date of the lease. This disclosure set forth elsewhere herein is to fulfill that requirement.
21. **Lead-Based Paint.** For any Premises built prior to 1978, Tenant acknowledges that Tenant has received and read the Lead-Based Paint Pamphlet (CB04), and signed the Lead-Based Paint Exhibit (F316) attached hereto and incorporated herein by reference. Any approved painting or other alterations by Tenant that disturb lead-based paint shall be performed in accordance with the EPA's Renovate Right brochure (<http://www.epa.gov/lead/pubs/renovaterightbrochure.com>).
22. **Liquidated Damages.** It is acknowledged by Landlord and Tenant with respect to any reference in the Lease to liquidated damages, that the actual damages of the party being paid such damages are hard to calculate and that the liquidated damages referenced in the Lease are a reasonable pre-estimate of the party's actual damages and not a penalty.
- a. **Fee to Halt Dispossession Action:** Landlord can file a dispossession action against Tenant if any rent or other fees and charges owed by Tenant are not paid in full by the Due Date. In the event that a dispossession action is filed against the Tenant and then dismissed prior to a court hearing because Tenant pays the amounts owed, Tenant shall also pay Landlord, as liquidated damages, the Fee to Halt Dispossession Action in the amount set forth elsewhere herein. This fee shall immediately be paid as additional rent along with all other amounts paid to halt the dispossession action.
  - b. **Denial of Access, Right of Access, Signage:** Upon 24 hours advance notice to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 a.m. to 8:00 p.m. and Sunday from 1:00 p.m. to 6:00 p.m. to access the Premises to inspect, repair, and maintain the same and/or to show the Premises to prospective tenants and buyers. In addition, Landlord and Landlord's agents may enter the Premises at any time to investigate potential emergencies. Evidence of water leaks, fire, smoke, foul odors, sounds indicating the possibility of an injured person or animal and other similar evidence of an emergency shall all be sufficient grounds for Landlord and Landlord's agents to enter Premises and Property for this purpose. During the last sixty (60) days of the term of the Lease, and during any period when Premises is being leased month to month, Landlord and Landlord's agents may also place a "for rent" or "for sale" sign in the yard or on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during the hours listed above. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective tenants or buyers. In the event a lockbox is installed, Tenant shall secure keys, jewelry, prescription drugs and other valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the Denial of Access Fee as liquidated damages in the amount set forth elsewhere herein.
  - c. **Unauthorized Pet Charge:** Except for those Pets authorized by a Pet Addendum attached to this lease (if applicable), no other animals are authorized to be within the Premises. This includes, but is not limited to, animals which belong to guests or animals which are only staying temporarily. Should Landlord or Manager ever witness an unauthorized animal within the Premises, Tenant agrees to pay Landlord the Unauthorized Pet Charge as liquidated damages in the amount set forth elsewhere herein for each occasion where Landlord/Manager observed the unauthorized animal.
  - d. **Unauthorized Smoking within Premises:** Many people are very sensitive to the smell of smoke whether cigarette, cigar, or any other substances and removing smoke odor is costly. If Tenant is NOT authorized to smoke within the Premises as set forth elsewhere herein and Landlord or Manager note that smoking has occurred within the Premises, Tenant agrees to pay Landlord the Unauthorized Smoking within the Premises charge as described elsewhere herein.
  - e. **Utility Connection Charge:** In order for Landlord or Manager to perform an accurate Move-Out Condition Report (F910), utilities to the Premises need to be on. Should Tenant disconnect the utilities prior to the completion of the Move-Out Condition Report (F910), thereby interfering with Landlord's ability to perform a complete review of the Premises' condition, Tenant agrees to pay to Landlord the Utility Disconnect Fee as liquidated damages as set forth elsewhere herein.
23. **Renewal Term.** Either party may terminate this Lease at the end of the term by giving the other party the Notice Not to Renew Lease Term. If neither party gives the required notice, the Lease will automatically renew as described elsewhere herein. If the Renewal Term paragraph calls for a percentage increase in the rental rate the rental charge for any Renewal Term shall be rounded up to the next \$5.00 increment. All other terms of the existing Lease shall remain the same. The additional term shall begin on the first day following the end of the preceding term unless either party gives notice to the other prior to end of the then current term of that party's decision to terminate the Lease at the end of the current term. If this Lease has not been terminated during the final renewal term, this Lease will continue on a month to month basis until the same is terminated in accordance with Georgia Law.
24. **Agency and Brokerage.**
- a. **Agency Disclosure:** In this Lease, the term "Broker" shall mean a licensed Georgia real estate broker or brokerage firm and, where the context would indicate, the Broker's affiliated licensees and employees. No Broker in this transaction shall owe any duty to Tenant or Owner/Landlord greater than what is set forth in their brokerage engagements and the Brokerage Relationships in Real Estate Transactions Act, O.C.G.A. § 10-6A-1 et. seq.; The Broker(s) that are party(s) to this Agreement are representing the Landlord and/or Tenant.

b. **Brokerage:** The Broker(s) identified herein have performed valuable brokerage services and are to be paid a commission pursuant to a separate agreement or agreements. Unless otherwise provided for herein, the Listing Broker will be paid a commission by the Landlord, and the Leasing Broker will receive a portion of the Listing Broker's commission pursuant to a cooperative brokerage agreement.

25. **Material Relationship Disclosure.** For the purposes of this Agreement, a material relationship shall mean any actually known personal, familial, or business relationship between the broker or the broker's affiliated licensees and a client which would impair the ability of the broker or affiliated licensees to exercise fair and independent judgment relative to another client. Any such material relationship will be disclosed in Material Relationship Paragraph above.

26. **Disclosure of Ownership and Agents.** At or before the commencement of a tenancy, the Landlord or an agent or other person authorized to enter into a rental agreement on behalf of the Landlord shall disclose to Tenant in writing the names and addresses of the following persons:

- a. **Owner.** The owner of record of the Premises or a person authorized to act for and on behalf of the owner for the purposes of serving of process and receiving and receipting for demands and notice; and (b) The person authorized to manage the Premises. These Parties are named in the Owner Disclosure and Manager Disclosure Paragraph of this Agreement. In the event of a change in any of the names and addresses required to be contained in such statement, the Landlord shall advise Tenant of the change within thirty (30) days after the change either in writing or by posting a notice of the change in a conspicuous place on the Property.
- b. **Manager.** If no Manager is identified in the Manager Disclosure Paragraph above, the Owner shall be deemed to be self-managing the Premises and shall be deemed the Landlord for all purposes herein. If a Manager is identified in Manager Paragraph above as the Manager hereunder, Manager is authorized to manage the Premises on behalf of the Landlord and exercise any and all of the rights and powers granted in this Agreement to Landlord. In such event, Tenant shall communicate with Landlord through the Manager and rely on the notices and communications of Manager as having been fully authorized by Landlord. Manager shall have no rights, duties, obligations or liabilities greater than what is set forth in the Management Agreement between Owner and Manager, a copy of which is incorporated herein by reference. No real estate broker or the broker's affiliated licensees shall be deemed to be responsible for any aspect of managing the Property unless the Broker is identified as the Manager herein and has agreed to serve in that capacity. Any Broker serving as the Manager shall have the authority to either execute this Lease on behalf of Landlord as Landlord's managing agent or to execute this Lease as Manager itself if so authorized by Owner. It shall be presumed that any Manager executing this Lease as a Landlord or as the agent of the Landlord has the authority to do so.

## C. OTHER TERMS AND CONDITIONS

### 1. Default.

- a. **Default Generally:** Tenant shall be in default of this Lease upon the occurrence of any of the following:
  - (1) Tenant fails to abide by any of the terms and conditions of this Lease.
  - (2) Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
  - (3) Tenant fails to timely pay rent or other amounts owed to Landlord under this Lease.
  - (4) Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant or members of Tenant's household and their invitees, licensees and guests.
  - (5) Prior to the end of the Lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises without the consent of Landlord.
- b. **Effect of Default:** If Tenant defaults under any term, condition or provision of this Lease, Landlord shall have the right to terminate this Lease by giving notice to Tenant and pursue all available remedies at law or in equity to remedy the default. All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease. All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent. Notwithstanding anything to the contrary contained herein, in the event of a non-monetary default by Tenant that is reasonably capable of being cured, Landlord shall give Tenant notice of the same and a three (3) day opportunity to cure the default.

### 2. Tenant's Responsibilities.

- a. **Repairs and Maintenance:** Tenant has inspected Premises and acknowledges that it is in good condition, free of defects and fit for residential occupancy. Tenant shall promptly notify Landlord of any dangerous condition or need for maintenance existing in Premises or on the Property. Upon receipt of notice from Tenant, Landlord shall, within a reasonable time period thereafter, repair the following: (1) all defects in Premises or Property which create unsafe living conditions or render Premises untenable; and (2) to the extent required by state law, such other defects which, if not corrected, will leave Premises or Property in a state of disrepair. Except as provided above, Tenant agrees to maintain Premises in the neat, sanitary and clean condition free of trash and debris. All of Tenant's trash shall be kept in designated trash containers and removed from the Premises at least once each week. Tenant obligation to maintain the Premises includes, but not limited to, replacing any light bulbs which fail during the Lease Term and regularly changing HVAC filters. Tenant shall be responsible for any clogged plumbing within the Premises. Landlord shall be responsible for all other plumbing issues between the Premises and the street or the Premises and the septic tank or in any plumbing line outside of the Premises which exclusively serves the Premises. Tenant shall be responsible for any damages to the Premises and/or Property caused by Tenant's abuse or neglect of the Premises/Property. Any expenses incurred by Landlord to remedy any violations of this provision shall be paid by Tenant to Landlord as additional rent within fourteen (14) days of the receipt of an invoice from Landlord. If Tenant submits a service request or repair request to Landlord, and the contractor responding to this request on behalf of Landlord determines that the item is working correctly, Tenant agrees to reimburse Landlord for the amount for the contractor's invoice.

- b. **Smoke Detector:** Tenant acknowledges that Premises is equipped with a smoke detector(s) that is in good working order and repair. Tenant agrees to be solely responsible to check the smoke detector every thirty (30) days and notify Landlord immediately if the smoke detector is not functioning properly.
  - c. **Freezing of Pipes:** To help in preventing the freezing of pipes, Tenant agrees that when the temperature outside falls below 32°F, Tenant shall: (1) leave the thermostat regulating the heat serving Premises in an "on" position and set to a minimum of 60°F; and (2) leave the faucets dripping.
  - d. **Mold and Mildew:** Tenant acknowledges that mold and/or mildew can grow in any portion of the Premises or Property that are exposed to elevated levels of moisture and that some forms of mold and mildew can be harmful to their health. Tenant therefore agrees to regularly inspect the Premises for mold and/or mildew and immediately report to Landlord any water intrusion problems mold and/or mildew (other than in sinks, showers, toilets and other areas designed to hold water or to be wet areas). Tenant shall not block or cover any heating, ventilation, or air conditioning ducts located in the Premises. Tenant acknowledges having read the "A Brief Guide to Mold, Moisture in Your Home" found at [www.epa.gov](http://www.epa.gov) and shall follow the recommendations contained herein.
  - e. **Access Codes:** Landlord shall provide Tenant with all access codes to all entrance gates and security systems, if any, located on the Premises or the Property. Within three (3) business days of vacating the property Tenant will provide Landlord with all access that are currently in use for entrance gates and security systems located on the Premises or the Property.
  - f. **Premises Part of Community Association:** If the Premises or a part of the Property are subject to either a Declaration of Condominium, a Declaration of Covenants, Conditions and Restrictions, rules and regulations adopted pursuant to the Declaration and/or other similar documents (hereinafter collectively "C.A. Documents"). Tenant agrees to strictly comply with all use and occupancy restrictions contained therein in using the Premises and the Property. In the event any fine or specific assessment is levied against the Premises or the Owner thereof as a result of Tenant violating the use and occupancy restrictions set forth in the C.A. Documents, Tenant shall immediately pay the same to Landlord as additional rent.
3. **Rules and Regulations.** Tenant shall be responsible for violations of these Rules and Regulations caused by Tenant, any occupant of the Premises and their guests, invitees, licensees and contractors.
- a. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of the Premises without prior written permission of Landlord which permission shall not be unreasonably withheld; provided that, Tenant provides Landlord with a key or current code thereto, as the case may be, and uses a type and make of lock approved by Landlord.
  - b. Motor vehicles shall only be parked on the paved portions of the Premises and the Property intended for use as parking spaces and whose use is not reserved to others.
  - c. Motor vehicles with expired or missing license plates, non-operative vehicles and vehicles which drip oil or antifreeze shall not be parked or kept on the Premises or the Property.
  - d. No waterbeds shall be used on the Premises or Property without the prior written consent of the Landlord.
  - e. Tenant shall not shower in a shower which does not have a fully operational shower curtain or shower enclosure.
  - f. No space heaters or window air conditioning units shall be used to heat or cool Premises except with the written consent of Landlord.
  - g. Tenant shall comply with all posted rules and regulations governing the use of any recreational facilities, if any, located on the Premises or Property.
  - h. Tenant shall only skateboard, skate, rollerblade or bicycle on paved portions of the Premises or Property and while wearing proper safety equipment.
  - i. Tenant shall be prohibited from improving, altering or modifying the Premises or Property (including painting and landscaping) during the term of this Agreement without the prior written consent of the Landlord. Any improvements, alterations or modifications approved by Landlord shall be deemed to be for the sole benefit of Tenant and Tenant expressly waives all rights to recover the cost or value of the same. Landlord shall have the right but not the obligation to condition the approval of requested modifications on Tenant removing the same prior to the end of the Lease Term and restoring the affected area to a condition equal to or better than it was prior to the modification.
  - j. No window treatments currently existing on any windows shall be removed or replaced by Tenant without the prior written consent of Landlord. No sheets, blankets, towels, cardboard, newspaper or other make-shift temporary window treatments shall be used on the Premises or Property.
  - k. Other than normal household goods in quantities reasonably expected in normal household use, no goods or materials of any kind or description which exceed the normal structural weight loads for the Premises or Property, are combustible or would increase fire risk or increase the risk of other injuries or casualties, shall be kept or placed on the Premises or Property.
  - l. No nails, screws or adhesive hangers except standard picture hooks, shade brackets and curtain rod brackets may be placed in walls, woodwork or any part of the Premises or Property.
  - m. Tenant shall not engage in any behavior in the Premises or on the Property, including, but not limited to, yelling, screaming, playing loud music, playing the television at an excessive volume that unreasonably disturbs other tenants in the sole, reasonable opinion of Landlord constitutes a nuisance.
  - n. All appliances, equipment and systems on or serving the Premises shall only be used in accordance with the manufacturer's operating instructions.
  - o. Tenant shall not flush down a toilet any sanitary napkins, paper towels, diapers or other item not intended to be disposed of in a toilet.
  - p. The Premises shall only be used for residential purposes. No trade or business uses shall be permitted except with the prior written consent of Landlord and provided that such use is permitted under applicable zoning laws.
  - q. Any product or material that is a potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulations.

4. **Property Loss and Personal Injury.** Storage of personal property by Tenant in Premises or in any other portion of Property shall be at Tenant's sole risk. Tenant has been advised to obtain renter's insurance that provides comprehensive insurance for damage to or loss of Tenant's personal property. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of losses resulting from such events and hereby indemnifies and agrees to hold Landlord harmless from any claims, causes of action or damages relating to the same. Landlord shall have no responsibility or liability for Tenant's personal property. Any and all claims of Tenant and other occupying the Premises pursuant to the Lease for property damage and/or personal injury shall be brought within one (1) year of the date of the damage and/or injury or shall be extinguished.

5. **Disclaimer.**

- a. **General:** Tenant and Landlord acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. Tenant and Landlord agree that no Broker shall have any responsibility to advise Tenant and/or Landlord on any matter including but not limited to the following except to the extent Broker has agreed to do so in a separately executed Property Management Agreement: any matter which could have been revealed through a survey, title search or inspection of Property or Premises; the condition of the Premises or Property, any portion thereof, or any item therein; building products and construction and repair techniques; the necessity of any repairs to Premises or Property; mold; hazardous or toxic materials or substances; termites and other wood destroying organisms; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; any condition(s) existing off the Premises and Property which may affect the Premises or Property; and the uses and zoning of the Premises and Property whether permitted or proposed. Tenant and Landlord acknowledges that Broker is not an expert with respect to the above matters and that, if any of these matters or any other matters are of concern, Tenant should seek independent expert advice relative thereto. Tenant and Landlord acknowledge that Broker shall not be responsible to monitor or supervise any portion of any construction or repairs to the Premises or Property and such tasks clearly fall outside the scope of real estate brokerage services.
- b. **Construction Disclaimer:** Tenant acknowledges that the Premises, or portions thereof, may have been constructed at times when different and less stringent building codes were in place. Tenant shall not assume that the Premises or Property are energy efficient or contain products or features designed to protect residents against injuries or damage that might exist if the Premises and Property had been constructed in accordance with all current building codes.
- c. **Neighborhood Conditions:** Tenant acknowledges that in every neighborhood there are conditions which different tenants may find objectionable. It shall be Tenant's duty to become acquainted with any present or future neighborhood conditions which could affect the Premises or Property including without limitation land-fills, quarries, high-voltage power lines, cemeteries, airports, stadiums, odor producing factories, crime, schools serving the Premises and Property, political jurisdictional maps and land use and transportation maps and plan. If Tenant is concerned about the possibility of a registered sex offender residing in a neighborhood, or if Meth is known to have been manufactured in the house, in which Tenant is interested, Tenant should review the Georgia Violent Sex Offender Registry available on the Georgia Bureau of Investigation Website at [www.gbi.georgia.gov](http://www.gbi.georgia.gov) and the National Clandestine Laboratory Register – Georgia at [www.dea.gov](http://www.dea.gov).

6. **Miscellaneous.**

- a. **Time of Essence:** Time is of the essence of this Lease.
- b. **No Waiver:** Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt compliance in the future of such covenant or condition, and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.
- c. **Definitions:** Unless otherwise specifically noted, the term "Landlord" as used in this Lease shall include its representatives, heirs, agents, assigns, and successors in title to Property and the term "Tenant" shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, and corporations, partnerships, companies or individuals, as may fit the particular circumstances. The term "Binding Agreement Date" shall mean the date that this Lease has been signed by the Tenant and Landlord and a fully signed and executed copy thereof has been returned to the party making the offer to lease.
- d. **Joint and Several Obligations:** The obligations of Tenant set forth herein shall be the joint and several obligations of all persons occupying the Premises.
- e. **Entire Agreement:** This Lease and any attached addenda and exhibits thereto shall constitute the entire Agreement between the parties and no verbal statement, promise, inducement or amendment not reduced to writing and signed by both parties shall be binding.
- f. **Attorney's Fees, Court Costs and Costs of Collection:** Whenever any monies due hereunder are collected by law or by attorney at law to prosecute such an action, then both parties agree that the prevailing party will be entitled to reasonable attorney's fees, plus all court costs and costs of collection.

- g. **Indemnification:** Tenant agrees to indemnify and hold Landlord, Broker and Manager harmless from and against any and all injuries, damages, losses, suits and claims against Landlord, Broker and/or Manager arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the Premises and the Property or to any improvements thereon as a result of the acts or omissions of Tenant or Tenant's family members, invitees or licensees; (3) Tenant's failure to comply with local, state or federal law; (4) any judgment, lien or other encumbrance filed against the Premises or Property as a result of Tenant's actions and any damage or injury happening in or about the Premises or Property to Tenant or Tenant's family members, invitees or licensees (except if such damage or injury is caused by the intentional wrongful acts of Landlord or Broker); (5) failure to maintain or repair equipment or fixtures, where the party responsible for their maintenance uses commercially reasonable efforts to make the necessary repairs and Tenant covenants not to sue Landlord, Broker or Manager with respect to any of the above-referenced matters. In addition to the above Tenant agrees to hold Broker and Manager harmless from and against Owner of the Property not paying or keeping current with any mortgage, property taxes or home owners association fee's on the Property or not fulfilling the Owner's obligations under this lease. For the purpose of this paragraph, the term "Broker" shall include Broker and Broker's affiliated licensees, employees and if Broker is a licensed real estate brokerage firm, then officers, directors and owners of said firm.
- h. **Keys:** Landlord may release keys to or open the Premises to any of the occupants listed herein.
- i. **Waiver of Homestead Rights:** Tenant for himself and his family waives all exemptions or benefits under the homestead laws of Georgia.
- j. **Governing Law:** This Lease may be signed in multiple counterparts and shall be governed by and interpreted pursuant to the laws of the State of Georgia. This Lease is not intended to create an estate for years on the part of Tenant or to transfer to Tenant any ownership interest in the Premises or Property.
- k. **Security Disclaimer:** Tenant acknowledges that: (1) crime can occur in any neighborhood including the neighborhood in which the Premises and Property is located; and (2) while Landlord may from time to time do things to make the Premises and Property reasonably safe, Landlord is not a provider or guarantor of security in or around the Premises and / or the Property. Tenant acknowledges that prior to occupying Property, Tenant carefully inspected all windows and doors (including the locks for the same) and all exterior lighting and found these items: (a) to be in good working order and repair; and (b) reasonably safe for Tenant and Tenant's household and their invitees, licensees and guests knowing the risk of crime. If during the term of the Lease any of the above items become broken or fall into disrepair, Tenant shall give notice to Landlord of the same immediately.
- l. **Disclosure Rights:** Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.
- m. **Rental Application:** Only those people indicated on Tenant's rental application are permitted to reside at the Premises, with the exception of any minor children born to, or adopted by, Tenant. If it is later discovered that the information disclosed on rental application by Tenant was incomplete or inaccurate at the time it was given, Tenant shall be in default of this Lease and Landlord may pursue any and all of Landlord's remedies regarding said default.
- n. **Fair Housing Disclosure:** Landlord, Broker and Manager are committed to leasing and managing the Premises without regard to race, color, national origin, religion, handicap, familial status, sex, sexual orientation or gender identity.
7. **Destruction of Property.** If flood, fire, storm, mold, other environmental hazards that pose a risk to the occupants' health, other casualty or Act of God shall destroy (or so substantially damage as to be uninhabitable) the Premises, rent shall abate from the date of such destruction. Landlord or Tenant may, by written notice, within thirty (30) days of such destruction, terminate this Lease, whereupon rent and all other obligations hereunder shall be adjusted between the parties as of the date of such destruction. If Premises is damaged but not rendered wholly untenable by flood, fire, storm, or other casualty or Act of God, rent shall abate in proportion to the percentage of Premises which has been damaged and Landlord shall restore Premises as soon as is reasonably practicable whereupon full rent shall commence. Rent shall not abate nor shall Tenant be entitled to terminate this Lease if the damage or destruction of Premises, whether total or partial, is the result of the negligence of Tenant or Tenant's household or their invitees, licensees, or guests.
8. **Mortgagee's Rights.** Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above.
9. **GAR Forms.** The Georgia Association of REALTORS®, Inc. ("GAR") issues certain standard real estate forms. These GAR forms are frequently provided to the parties in real estate transactions. No party is required to use any GAR form. Since these forms are generic and written with the interests of multiple parties in mind, they may need to be modified to meet the specific needs of the parties using them. If any party has any questions about his or her rights and obligations under any GAR form he or she should consult an attorney. The parties hereto agree that the GAR forms may only be used in accordance with the licensing agreement of GAR. While GAR forms may be modified by the parties, no GAR form may be reproduced with sections removed, altered or modified unless the changes are visible on the form itself or in a stipulation, addendum, exhibit or amendment thereto.
10. **Additional Rules & Regulations.** In addition to the rules and regulations generally listed in this Agreement, the following additional rules also apply:
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

11. **Beware of Cyber Fraud.** Fraudulent e-mails attempting to get you to wire money to criminal computer hackers are increasingly common in real estate transactions. Under this scam, computer hackers fraudulently assume the online identity of the actual mortgage lender, closing attorney and/or real estate broker with whom you are working in the real estate transaction. Posing as a legitimate company, they then direct you to wire money to them. In many cases, the fraudulent e-mail is sent from what appears to be the authentic web page of the legitimate company responsible for sending the wiring instructions. You should use great caution in sending or receiving funds based solely on wiring instructions sent to you by e-mail. Independently verifying the wiring instructions with someone from the company sending them is the best way to prevent fraud. In particular, you should treat as highly suspect any follow up e-mails you receive from a mortgage lender, closing attorney and/or real estate broker directing you to wire funds to a revised account number. Never verify wiring instructions by calling a telephone number provided along with a second set of wiring instructions since you may end up receiving a fraudulent verification from the computer hackers trying to steal your money. Independently look up the telephone number of the company who is supposed to be sending you the wiring instructions to make sure you have the right one.

12. **Exhibits.** All exhibits attached hereto listed and selected below or referenced herein are made a part of this Lease. If any such exhibit conflicts with any preceding paragraph, said exhibit shall control:

- ☐ Legal Description Exhibit (F807 or other) " \_\_\_\_\_ "
- ☐ Owner's Property Disclosure Statement Exhibit (F907) " \_\_\_\_\_ "
- ☐ Move In/Move Out Condition Report (F910) " \_\_\_\_\_ "
- ☐ Lead-Based Paint Exhibit (F316) " \_\_\_\_\_ "
- ☐ Pet Exhibit (F810) " \_\_\_\_\_ "
- ☐ Consent to Take Pictures and Video of Property Exhibit (F919) " \_\_\_\_\_ "
- ☒ Required Renter's Insurance Exhibit (F920) " A " \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

**SPECIAL STIPULATIONS:** The following Special Stipulations, if conflicting with any exhibit, addendum, or preceding paragraph (including any changes thereto made by the parties), shall control:

1. Tenants acknowledge that the Liability insurance policy noted in Exhibit A is a necessary condition for the validity of the contract. Any unilateral change made by the tenant in this condition shall be a breach of the contract and the landlord shall be entitled to terminate the contract immediately.
2. The Liability Insurance will cover Daycare activity with Landlord (Elmay Properties LLC) as co-insured. A copy of the insurance policy will be sent to the Landlord at least one day prior moving to the house
3. The Daycare activities will be in accordance with all legal requirements.
4. Tenants will transfer all utilities to their names, within 5 days from the lease start date.
5. Tenant to replace HVAC air filters every 3 months.
6. The tenants shall pay the Landlord \$1100 deposit in cash on Friday 03/08/2019

☐ Additional Special Stipulations are attached.

IN WITNESS WHEREOF, the parties hereto have set their hand and seal the day and year first written above.

Teresa Bonner Boykin  
1 Tenant's Signature

Teresa Bonner Boykin  
Print or Type Name  
3/4/2019  
Date

Tenant's Address for Receiving Notice

Tenant's Phone Number: ☐ Cell ☐ Home ☐ Work  
boykin.teresa14@gmail.com

Tenant's E-mail Address

Bobby Lee Boykin  
2 Tenant's Signature

Bobby Lee Boykin  
Print or Type Name  
3/5/2019  
Date

Tenant's Address for Receiving Notice

Tenant's Phone Number: ☐ Cell ☐ Home ☐ Work  
boykin.bobby65@gmail.com

Tenant's E-mail Address

☐ Additional Signature Page (F931) is attached.

**Leasing Broker/Affiliated Licensee Contact Information**

Chapman Hall Realtors

Leasing Broker

Shosh Dombek  
Broker/Affiliated Licensee Signature  
3/7/2019  
Date

Shosh Dombek  
Print or Type Name  
356824  
GA Real Estate License #

Licensee's Phone Number  
shosh.dbk@gmail.com

Licensee's E-mail Address

NAMAR

REALTOR® Membership

6100 Lake Forest Dr.S120

Broker's Address

Atlanta, GA 30328

(404) 236-0043  
Broker's Phone Number  
(404) 252-2138  
Fax Number

MLS Listing Number:

CHSS01

MLS Office Code

H-43458

Brokerage Firm License Number

Elmay Properties LLC  
1 Landlord's Signature

Elmay Properties LLC  
Print or Type Name  
3/7/2019  
Date

Landlord's Address for Receiving Notice

Landlord's Phone Number: ☐ Cell ☐ Home ☐ Work  
vika12@gmail.com

Landlord's E-mail Address

2 Landlord's Signature

Print or Type Name  
Date

Landlord's Address for Receiving Notice

Landlord's Phone Number: ☐ Cell ☐ Home ☐ Work

Landlord's E-mail Address

☐ Additional Signature Page (F931) is attached.

**Listing Broker/Affiliated Licensee Contact Information**

Chapman Hall Realtors

Listing Broker: If adjacent box is checked ☐, Listing Broker is also the Manager herein and shall have the authority to act as the agent of the Landlord hereunder.

Shosh Dombek  
Broker/Affiliated Licensee Signature  
3/7/2019  
Date

Shosh Dombek  
Print or Type Name  
356824  
GA Real Estate License #

(770) 906-3410  
Licensee's Phone Number  
(404) 252-2138  
Fax Number

shosh.dbk@gmail.com

Licensee's Email Address

REALTOR® Membership

6100 LAKE FOREST DR S120

Broker's Address

Atlanta, GA 30328

(404) 236-0043  
Broker's Phone Number  
(404) 252-2138  
Fax Number

CHSS01

MLS Office Code

H-43458

Brokerage Firm License Number

**Binding Agreement Date:** The Binding Agreement Date in this Lease is the date of 3/7/2019 and has been filled in by Shosh Dombek.



# CITY OF VILLA RICA

## City Council Packet

**SUBJECT:** Retail Package Malt Beverages & Wine

**CITY COUNCIL AGENDA DATE:** May 28, 2019

**DATE:** May 16, 2019

**PREPARED BY:** Nyree Simpson, Licensing and Permitting Specialist

**FISCAL IMPACT:** None

**ANNUAL –**

**CAPITAL –**

**OTHER –**

**FUNDING SOURCE:** N/A

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**PURPOSE:** To allow applicant to sale packaged beer and wine at SA Vaping Inc., 125 Commons Way, Suite 105, Villa Rica, GA 30180.

**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 zoning restrictions that would hinder the issuance of the license.

**STAFF RECOMMENDATION:** Approval

**IMPACT:** None

**MOTION:** I make a motion to approve the alcoholic beverage application for SA Vaping Inc., 125 Commons Way, Suite 105, Villa Rica, GA 30180.



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**Public Hearing Date**

**City Council:** May 28, 2019

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**Request:** Alcoholic Beverage License

**Project Description:** Retail Package Malt Beverages & Wine

**Applicant:** SA Vaping Inc.  
Licensee: Ameen Jivani  
351 Revolution Drive  
Villa Rica, Georgia 30180  
Peachtree City, GA 30269

**Location:** 125 Commons Way, Land Lot 131, 6<sup>th</sup> District; Carroll County; **Ward 2**

**Parcel Number(s):** V07 0100184

**Current Zoning:** GC (Commercial)

**Current Land Use:** Retail Store

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**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. 4-70. 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. 4-29 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 SA Vaping Inc., Ameen Jivani for Retail Package Malt Beverages and Wine License at 125 Commons Way.

**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.

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Bobby C. Elliott  
Director of Community Development

**Attachments:**

1. Application
2. Public Notice of Sworn Statement
3. Affidavit of Publication
4. Commercial Lease



**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: SA VAPING INC.  
Federal Tax ID: 830877663

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

AMEEN JIVANI 351 REVOLUTION DR. PEACHTREE CITY,GA 30269 100%

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

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

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

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

Describe the principle business of the corporation/partnership:

TOBACCO/VAPE SHOP

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:

AMEEN JIVANI 351 REVOLUTION DR PEACHTREE CITY,GA 30269 668340079

| 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: ATL SMOKE & VAPE #2

4. Address of business for which application is made: 125 COMMONS WAY STE 105

Phone Number: (678)-941-3757

Business

Home

Mailing Address: 125 COMMONS WAY STE 105 VILLA RICA,GA 30180

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)

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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 Alcoholic 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, *N/A* 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 *N/A*
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:

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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:

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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.

1. Joe Crain Jr. 11 1st Ave Newnan, Ga 30263 (770)-253-5622) 10 YRs Crain oil Company
2. Brenda Patterson (Patterson Rentals) 1364 County Road 268 Roanoke, Al 36274 7 years (404-357-5366)
3. Veena Gouri ( Gouri Accounting) 325 Lester rd Suite B Lawrenceville, Ga 30044 12 years (770-985-4357)

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

India

Place of Birth

08/07/1990

Date of Birth

**\* PART III \***

**VERIFICATION**

State of Georgia, Carroll County

I, Ameen Jivani, 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.

Ameen Jivani

Applicants Signature (FULL NAME IN INK)

I hereby certify that Ameen Jivani 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 08 day of April 2019

My Commission Expires: 09-17-2022

Notary Public

(Seal)





## Villa Rica Police Department Fingerprint Consent Form

I hereby authorize **Villa Rica Police Department** to receive and forward to the requesting agency any criminal history record information pertaining to me which may be in the files of any state or local criminal justice agency in Georgia.

Ameen Jivani

Full Name (Print)

351 Revolution Dr Peachtree City, Ga 30269

Address

M

Sex

Asian

Race

08/07/1990

Date of Birth

INDIA

Place of Birth

668340079

Social Security Number

054563336

Drivers License Number

7705301451

Telephone Number

ALCOHOL LICENSE

Reason for Fingerprinting

ATL SMOKE & VAPE #2 125 COMMONS WAY STE 105 VILLA RICA, GA 30180

Name and Address of Business requesting Fingerprints

### Applicant Notification and Record Challenge:

Your fingerprints will be used to check the criminal history records of the FBI. You have the opportunity to complete or challenge the accuracy of the information contained in the FBI identification record. The procedure for obtaining a change, correction or updating an FBI identification record is set forth in Title 28 Code of Federal Regulations 16.34.

Procedures for obtaining a copy of the FBI criminal history record are set forth in 28 CFR 16.30 – 16.33 or go to the FBI website at <http://fbi.gov/about-us/cjis/background-checks>.

Ameen Jivani  
Signature

[Signature]  
Notary

04/08/2019  
Date

04.08.2019

04.08.2019  
Date



SW Property Group, Inc

PO BOX 1437

Carrollton GA 30112

## Commercial Lease Agreement

Tenant's Name: Ameen Jivani  
Business Name: SAVAPING INC.

In consideration of mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged landlord **SW Property Group, Inc** (hereinafter "Landlord"), and the undersigned tenant SAVAPING INC. (hereinafter "Tenant"), landlord leases to tenant, and Tenant leases from Landlord, the property described as follows:

125 Commons Way Suite 105

Villa Rica GA 30180

- TERM.** The initial term of this lease shall be for 3 years beginning on the Oct 3rd, 2018 through Oct 2nd, 2021
- POSSESSION.** If landlord is unable to deliver possession of the premises on the Commencement Date, rent shall be abated on a daily basis until possession is granted. If possession is not granted within 14 days from the Commencement Date, Tenant may terminate this lease in which event Landlord shall promptly refund all payments and deposits to Tenant.  
Landlord shall not be liable for delays in the delivery of possession to Tenant.
- RENT.** Tenant shall pay base rent to Landlord without demand, deduction, or setoff in advance in the sum of One thousand dollars (\$ 1000<sup>00</sup>) per month on the first day of each month during the term of the Lease or any renewal thereof, at the address set forth in the Notice section of the Lease( or at such other address as may be designated from time to time by the Landlord in writing). If the Commencement date begins on the second day through the last day of any month, rent shall be prorated for the portion of the month and shall be paid at the time of leasing the Premises. Tenant shall also pay additional rent as may be provided elsewhere in this lease. Such additional rent shall be paid in the same manner as the base rent

| From        | To          | Monthly Rent         |
|-------------|-------------|----------------------|
| Oct 3, 2018 | Nov 2, 2018 | Free                 |
| Nov 3, 2018 | Oct 2, 2019 | \$1000 <sup>00</sup> |
| Oct 3, 2019 | Oct 2, 2020 | \$1000 <sup>00</sup> |
| Oct 3, 2020 | Oct 2, 2021 | \$1000 <sup>00</sup> |

option to  
renew 2-3 years  
30 days exit day  
(1 month penalty)

**\*\*Checks will be payable to: SW Property Group, Inc & sent to the above address.**

**\*\*SECURITY DEPOSIT** will be paid before move in, in the amount of (\$ <sup>00</sup>1000). Landlord shall return Security deposit to Tenant, after deducting any sum which Tenant owes Landlord hereunder, or any sum which landlord may expend to repair arising out of or related to Tenant's occupancy hereunder, abandonment of the premises or default in this lease (provided Landlord reasonably seeks to mitigate such actual damages), including but not limited to any repair, replacement, cleaning, accident, or abuse of Tenant, or tenant's employees, agents invitees, guests, or licensees. In the event Landlord elects to retain any part of the Security deposit, landlord shall promptly provide Tenant with a written statement setting forth the reasons for the retention of any portion of the Security Deposit, including damages for which any portion of the security Deposit is retained. The use and application of the Security Deposit by Landlord shall be at the discretion of the landlord. Appropriation by Landlord of all or part of the Security Deposit shall not be an exclusive remedy for landlord, but shall be cumulative and in addition to all remedies of Landlord at law or under this lease. The Tenant may not apply the Security Deposit to any rent payment. **(Deposit to be returned within 15 days after lease termination)**

4. **LATE PAYMENT: SERVICE CHARGE FOR RETURNED CHECKS.** Rent not paid in full by the fifth day of the month shall be late. Landlord shall have no obligation to accept any rent not received by the fifth of the month. If late payment is made and Landlord accepts the same, the payment must be in the form of cash, cashier's check or money order and must include a late charge of **10%** and, if applicable, a service charge for any refund check of **\$50.00**.

Landlord reserve the right to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid.

5. **UTILITIES.** The services and/or utilities set forth below serving the Premises shall be paid by either the Landlord or Tenants as follows: [Check all that apply. The sections not marked shall not be a part of this Agreement].

| <u>Utility</u> | <u>Tenant</u>                       | <u>Landlord</u>                     | <u>Utility</u>   | <u>Tenant</u>                          | <u>Landlord</u>                     |
|----------------|-------------------------------------|-------------------------------------|------------------|----------------------------------------|-------------------------------------|
| Water          | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Sewer            | <input type="checkbox"/>               | <input checked="" type="checkbox"/> |
| Electricity    | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Natural Gas      | <input checked="" type="checkbox"/> /A | <input type="checkbox"/>            |
| Garbage        | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Cable Television | <input checked="" type="checkbox"/>    | <input type="checkbox"/>            |

Telephone



Digital subscriber Line



Other \_\_\_\_\_



Tenant shall be responsible for the costs of any utilities that Landlord has not expressly agreed to pay for in this Lease. Tenant must provide proof of payment of final bills for all utilities or service termination (cutoff) slips. Landlord may, at the Landlord's option, pay utilities and be reimbursed by Tenant along with the next month's rent. Landlord shall not be liable for any interruptions or delays in the provision of utility services unless such interruptions or delays shall be caused by Landlord's gross negligence or willful misconduct.

6. **USE.** The premises shall only be used for the purposes set out as follows

Vape shop

7. **PROPERTY LOSS.** Storage of personal property by Tenant shall be at Tenant's risk and landlord shall not be responsible for any loss or damage. Tenant shall be responsible to insure Tenant's personal property against loss or damage. Landlord shall not be responsible for any damage to Tenant's property, unless such damage is caused by Landlord's gross negligence or willful misconduct.

#### 8. **DEFAULT AND POSSESSION**

A. In the event that the Lessee shall fail to pay said rent, and expenses as set forth herein, or any part thereof, when the same are due and payable, or shall otherwise be in default of any other terms of said Lease for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare the Lease terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee's personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee's eventual payment and/or satisfaction of rental defaults or other defaults of Lessee under the Lease. It is further agreed, that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent the unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, The Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to ,the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the

need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action has to be instituted to enforce any terms or provisions under this Lease, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

Landlord's rights expressed herein are cumulative of any and all other rights expressed in this Lease. Tenant shall remain liable for rents from and after any action by Landlord under a proceeding against Tenant for holding over or distress warrant, whether or not Tenant retains the right to possession of the Premises.

**B.** if Tenant abandons the Premises or violates any of the Rules and Regulations set forth herein, or otherwise fails to abide by and such breach shall constitute a default under this Lease. If any such default continues for ten calendar days after Landlord delivers written notice of said default to Tenant, Landlord may at his option, terminate this lease by delivering written notice thereof to Tenant and pursue the remedy described herein.

**C.** All rights and remedies available to Landlord by law or in this Lease shall be cumulative and concurrent.

9. **INSURANCE.** Tenant agrees that term of the Lease, Tenant will carry and maintain, at its sole cost, the following types of insurance, in the amount of specified and in the form hereinafter provided for;

**A. General Commercial Liability Insurance (or reasonable equivalent thereto).**

Such insurance shall cover the Premises and Tenant's use thereof against claims for personal injury, bodily injury or death, property damage and products liability occurring upon, in, or about the Premises. The limits of such policy shall be in such amounts as landlord may from time to time reasonably require, but in any event not less than one million dollars (\$1,000,000.00) for each occurrence. Such insurance shall be endorsed to cover independent contractors and contractual liability. Such insurance shall extend to any liability of Tenant arising out of the indemnities provided for in this lease.

**B. FIRE AND EXTENDED COVERAGE INSURANCE (or reasonable equivalent thereto).**

Such insurance shall cover Tenant's interest in its improvements to the premises, and all furniture, equipment, supplies, and other property owned, leased, held or possessed by it and contained therein. Such insurance coverage shall be in an amount

equal to not less than   N/A   percent (            %) of full replacement cost as updated from time to time during the term of the lease. Tenant shall promptly provide Landlord written notice in the event of any damages to persons or property occurring on the Premises from fire, accident, or any other casualty.

- C. **WORKER'S COMPENSATION INSURANCE** (or reasonable equivalent thereto). Such insurance shall include coverage as required by applicable law
- D. **Contractor Insurance (or reasonable equivalent thereto)**. If tenant engages any contractor or subcontractor to construct improvements or perform any other work on the premises, Tenant shall require that such contractor or subcontractor have in contractual liability coverage, completed operations coverage, property damage endorsement, and, for any work which is subcontracted, contractor's protective liability
- E. coverage, insuring against any liability for injury or death of person or personal and for damages to property occasioned by or arising out of such work. The limits of such policy for both damage to property and bodily injury to be in such **(\$1,000,000.00)** for each occurrence. Any such contractor or subcontractor shall also require to maintain worker's compensation insurance as required by applicable law. All insurance policies procured and maintained herein (other than worker's compensation insurance) shall name Landlord, Landlord's property manager(s), landlord's broker(s), and Landlord's business in the state of Georgia and having a current financial strength rating in Best's Ratings of not less than B+. Such policies shall be non-cancelable and may not be materially altered except after thirty days' notice to Landlord. Such insurance policies or landlord's election, duly executed certificates of such policies, accompanied by proof of the premium for such insurance, shall be delivered to Landlord before the earlier of (a) the initial entry by Landlord upon Premises of the the installation of its equipment or improvements. Or (b) the Commencement Date of the Lease. Certificates of renewal of such insurance or copies of any replacement insurance policies, accompanied by proof of payment of the premiums for such insurance, shall be deliver to landlord at least ten days before the expiration of each respective policy term. Tenant shall comply with all rules and regulations applicable to the Premises issued by Board of Fire underwriters or by anybody herein after constituted exercising similar functions. Tenant shall not intentionally do anything, or permit anything to be done, on or about the Premises that might adversely affect, contravene, or impair any policies of insurance that are in force for the Premises or any part thereof. Tenant shall pay all costs, damages, expenses, claims, fines, or penalties incurred by Landlord or Tenant because of Tenant's failure to comply with this Paragraph. Tenant indemnifies Landlord from all liability with referenced thereto.

10. NOTICE SECTION

All payments shall be sent to:  
SW Property Group ,Inc  
PO BOX 1437  
Carrollton GA 30112

Landlord's Address:

PO BOX 1437  
Carrollton GA 30112

Tenant's Address:

351 Revolution Dr.  
peachtree city, Ga 30269

Phone #:678-522-9348

Phone #:

X In S Lee

print Name

X Ameen Tivani

Print Name

X 

In S Lee  
Owner

X 

Signature

Date 10-2-2018

Date 10-2-18

AFFP

4-tg-31284-Alcohol License

## Affidavit of Publication

STATE OF GEORGIA )  
COUNTY OF CARROLL )

SS

4-tg-31284-Alcohol License

SA VAPING INC. ATL SMOKE & VAPE #2 has filed an application to sell alcoholic beverages on the premises 125 COMMONS WAY STE 105 VILLA RICA GA 30180 as a Tobacco Shop, Beer & Wine License. A public hearing on the application will be held on May 14, 2019 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.

Rachael Raney, being duly sworn, says:

That she 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:

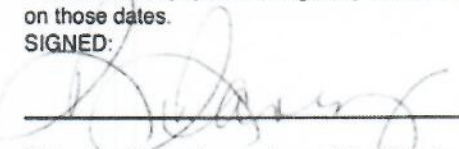
April 16, 2019

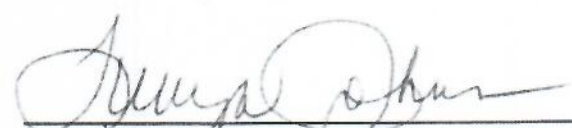
Tunya Johnson  
NOTARY PUBLIC  
Carroll County, GEORGIA  
My Commission Expires 08/12/2022

Publisher's Fee: \$ 20.00

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

SIGNED:

  
Subscribed to and sworn to me this 16th day of April 2019.

  
Notary Public, Carroll County, Georgia

40091490 40331284

Ameen Jivani  
125 Commons Way Ste 105  
Villa Rica, GA 30180

# STATE OF GEORGIA

## Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

### CERTIFICATE OF INCORPORATION

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

**SA VAPING INC**

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **06/04/2018** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees 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 **06/11/2018**.



Brian P. Kemp  
Secretary of State

is or might be adverse to the interests of the Corporation, even though the vote of such director might have been necessary to obligate the Corporation upon such contract or transaction; provided, that the fact of such interest shall have been disclosed to the other directors or the stockholders of the Corporation, as the case may be, acting upon or with reference to such contract or transaction. (i) The Corporation reserves the right to amend, alter, change, add to or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by statute; and all rights herein conferred are granted subject to this reservation.

|                               |
|-------------------------------|
| <b>AUTHORIZER INFORMATION</b> |
|-------------------------------|

|                             |             |
|-----------------------------|-------------|
| <b>AUTHORIZER SIGNATURE</b> | VEENA GOURI |
|-----------------------------|-------------|

|                         |                  |
|-------------------------|------------------|
| <b>AUTHORIZER TITLE</b> | Attorney In Fact |
|-------------------------|------------------|

**CITY OF VILLA RICA**

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

I (we) SA VAPING INC, ATL SMOKE & VAPE #2

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:

125 COMMONS WAY STE 105 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.

*Ameen Jivani*

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that AMEEN JIVANI 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 08 day of April 2019

*Kirsten Pilgrim*  
Notary Public



CITY OF VILLA RICA

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

I (we) Ameen Jivani  
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:

125 Commons Way, Suite 105, Villa Rica, GA  
Street Address 30180

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

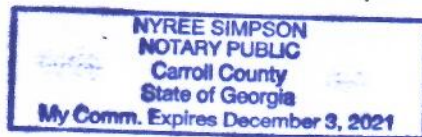
Ameen Jivani  
Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Ameen Jivani 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 29th day of April 2019.

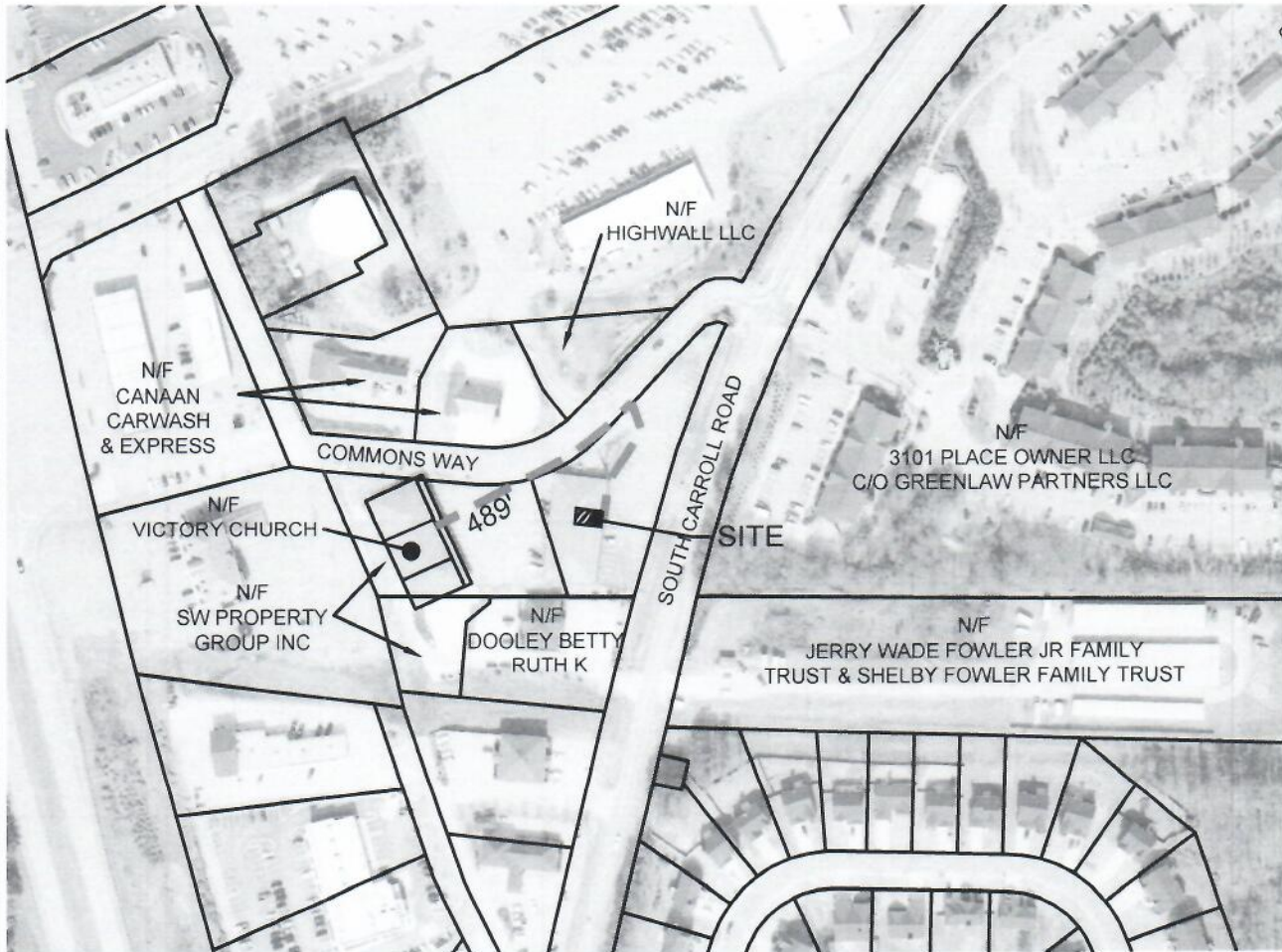
Nyree Simpson  
Notary Public



# GRAPHIC SCALE



( IN FEET )  
1 inch = 250 ft.



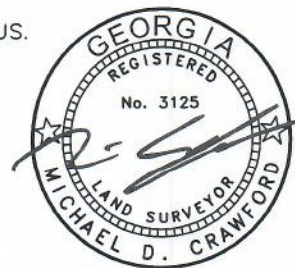
## NOTES:

1. THIS SITE IS NOT WITHIN THE FOLLOWING DISTANCES:
  - A. 300' OF CHURCH BUILDING, SCHOOL BUILDING SCHOOL GROUNDS, OR COLLEGE CAMPUS.
  - B. 600' OF SCHOOL BUILDING, EDUCATIONAL BUILDING, SCHOOL GROUNDS, OR COLLEGE CAMPUS.
  - C. 300' OF ANY ALCOHOLIC TREATMENT CENTER OPERATED BY ANY STATE, COUNTY OR MUNICIPAL GOVERNMENT.
  - D. 300' OF ANY HOUSING AUTHORITY PROPERTY.
  - E. 200' OF A PRIVATE SINGLE-FAMILY OF TWO FAMILY DWELLING.

2. ADDRESS: 125 COMMONS WAY SUITE 105. VILLA RICA, GA.

3. ZONING: GENERAL COMMERCIAL

4. APPLICANTS NAME: AMEEN JIVANI



PARCEL# V07 0100184

SHEET 1 OF 1

TITLE:  
ALCOHOL LICENSE EXHIBIT  
S.A. VAPING INC.  
d/b/a: ATL SMOKE AND VAPE #2  
LOCATED IN LAND LOT 131 DISTRICT 6  
CARROLL COUNTY, GEORGIA



105 CORPORATE DRIVE  
CARROLLTON, GA. 30117

OFFICE (770) 834-4694  
FAX (770) 834-1005

E-MAIL: mailbox@georgiaandwest.com

SCALE: 1' = 250'  
DATE: 04-16-2019  
JOB NUMBER: JN190411

DWG# 1-19-118

## Summary

|                     |                                                                                       |
|---------------------|---------------------------------------------------------------------------------------|
| Parcel Number       | V07 0100184                                                                           |
| Location Address    | 125 COMMONS WAY                                                                       |
| Legal Description   | STRIP MALL/TR-3 (.93AC) COMMONS WAY VR41<br>(Note: Not to be used on legal documents) |
| Class               | C3-Commercial<br>(Note: This is for tax purposes only. Not to be used for zoning.)    |
| Tax District        | VILLARICA (District 03)                                                               |
| Millage Rate        | 32.315                                                                                |
| Acres               | 0.93                                                                                  |
| Homestead Exemption | No (\$0)                                                                              |
| Landlot/District    | 131 / 6                                                                               |
| Water               | Public                                                                                |
| Sewer               | Public Sewer                                                                          |
| Electric            | Electricity                                                                           |
| Gas                 | Pipe Gas                                                                              |
| Topography          | Level                                                                                 |
| Drainage            | Good                                                                                  |
| Road Class          | City                                                                                  |
| Parcel Road Access  | Paved                                                                                 |

[View Map](#)

## Owner

SW PROPERTY GROUP INC  
P.O. BOX 1437  
CARROLLTON, GA 30112

## Tax Commissioner Link

[Click here for tax information.](#)

## Land

| Type       | Description      | Calculation Method | Square Footage | Frontage | Depth | Acres | Lots |
|------------|------------------|--------------------|----------------|----------|-------|-------|------|
| Commercial | Comm-Commons Way | Acres              | 40,511         | 0        | 0     | 0.93  | 1    |

## Commercial Improvement Information

|                      |                       |
|----------------------|-----------------------|
| Description          | Shopping Ctr/Nbhd-Avg |
| Value                | \$441,288             |
| Actual Year Built    | 2005                  |
| Effective Year Built | 2005                  |
| Square Feet          | 8400                  |
| Wall Height          | 10                    |
| Wall Frames          |                       |
| Exterior Wall        | 50%                   |
|                      | 50%                   |
| Roof Cover           |                       |
| Interior Walls       |                       |
| Floor Construction   |                       |
| Floor Finish         |                       |
| Ceiling Finish       |                       |
| Lighting             |                       |
| Heating              |                       |
| Number of Buildings  | 1                     |

## Accessory Information

| Description     | Year Built | Dimensions/Units | Identical Units | Value |
|-----------------|------------|------------------|-----------------|-------|
| Paving: Asphalt | 2005       | 0x0 / 22000      | 0               | \$0   |

## Permits

| Permit Date | Permit Number | Type               |
|-------------|---------------|--------------------|
| 10/10/2006  | 5097          | INTERIOR BUILD-OUT |
| 05/20/2006  | 4140          | COMMERCIAL         |
| 02/03/2006  | 4601          | INTERIOR BUILD-OUT |
| 03/30/2005  | 4053          | GRADING            |



## Sales

| Sale Date | Deed Book /<br>Page | Plat Book /<br>Page | Sale Price  | Reason                      | Grantor                           | Grantee                           |
|-----------|---------------------|---------------------|-------------|-----------------------------|-----------------------------------|-----------------------------------|
| 7/2/2018  | 5641 738            | 86 153              | \$1,500,000 | Multiple Parcel Sale        | GARRETT COMMERCIAL PROPERTIES LLC | SW PROPERTY GROUP INC             |
| 3/21/2018 |                     | 104 210             | \$0         | Plat Book                   | SW PROPERTY GROUP INC             | SW PROPERTY GROUP INC             |
| 5/19/2011 | 4929 160            | 86 153              | \$440,000   | Fair Market Sale            | RIVER CITY BANK OF WEST GEORGI    | GARRETT COMMERCIAL PROPERTIES LLC |
| 8/21/2009 | 4929 158            |                     | \$0         | Legal                       | MPR DEVELOPMENT INC               | RIVER CITY BANK OF WEST GEORGIA   |
| 8/21/2009 | 4619 295            | 86 153              | \$0         | Deed in Lieu of Foreclosure | MPI DEVELOPMENT INC               | RIVER CITY BANK OF WEST GEORGIA   |
| 2/23/2005 | 3042 058            | 86 153              | \$582,500   | Multiple Parcel Sale        | VILLA RICA BUSINESS PARK LLC      | MPI DEVELOPMENT INC               |

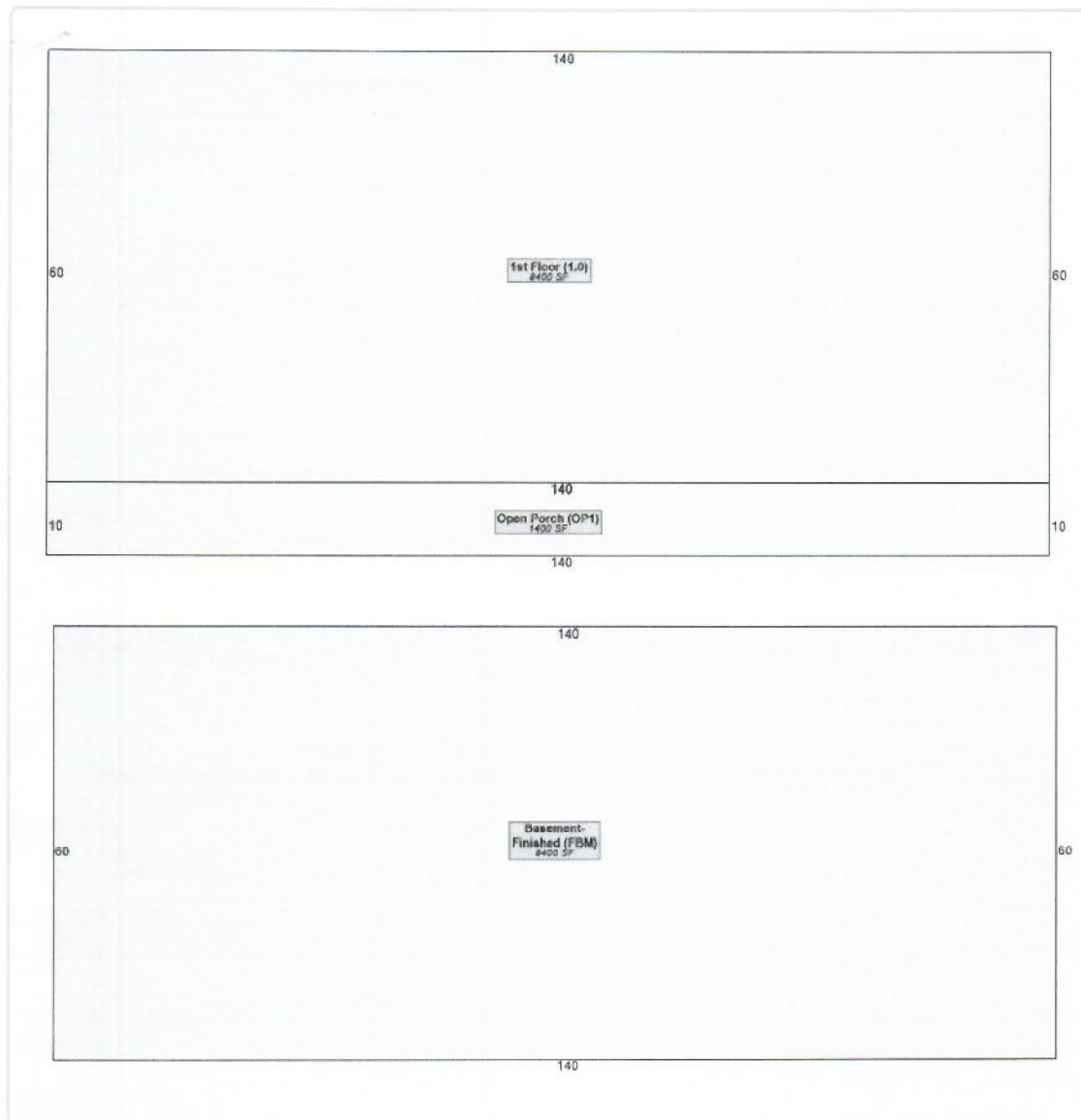
## Valuation

|                     | 2018      | 2017      | 2016      | 2015      |
|---------------------|-----------|-----------|-----------|-----------|
| Previous Value      | \$625,800 | \$625,800 | \$625,800 | \$625,800 |
| Land Value          | \$184,512 | \$184,512 | \$50,000  | \$50,000  |
| + Improvement Value | \$441,288 | \$441,288 | \$575,800 | \$575,800 |
| + Accessory Value   | \$0       | \$0       | \$0       | \$0       |
| = Current Value     | \$625,800 | \$625,800 | \$625,800 | \$625,800 |

## Photos



## Sketches



No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Mobile Homes, Prebill Mobile Homes.

The Carroll County Tax Assessors makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem purposes.

Developed by  
 **Schneider**  
GEOSPATIAL

Last Data Upload: 5/15/2019, 10:15:23 PM

Version 2.2.18



## Alcohol License Checklist

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This form shall be submitted with all necessary documentation. All applications shall contain a full and complete and sworn and notarized statement by each applicant of all material facts relevant to the requirements of City of Villa Rica Alcohol License Ordinance Code Chapter 4.

- ☐ Read and fully comprehend Alcohol License Ordinance.
- ☐ Choose the applicable property ownership information provided:
  - ☐ A copy of the deed to the premises, if owned by the licensee;
  - ☐ A copy of the lease agreement covering the premises to be licensed, if leased by the licensee;
  - ☐ In the case of a partnership, a copy of the partnership agreement;
  - ☐ In the case of a corporation, a copy of the articles of incorporation
- ☐ Application Fee (See Ordinance)

\*Conducted at Villa Rica Police Department, located at 101 Main St., each applicant and any corporate officers or shareholders otherwise required to be fingerprinted shall submit themselves to the police department, where a complete set of fingerprints shall be taken. Each applicant authorizes the city and its agents to secure from any court, law enforcement agency, or other public agency his criminal and civil history and to use such information in determining whether the license applied for shall be issued. Each applicant further authorizes the city and its agents to use such information in any public hearing with respect to the license applied for, either before or after the issuance of the license. Each applicant waives any right which he would otherwise have to preclude the city or its agents from obtaining and using such information; and each applicant further waives any liability of the city or its agents from obtaining and using such information.

Ameen Jivani  
Applicant's Name

04/08/2019  
Date



# CITY OF VILLA RICA

## City Council Packet

**SUBJECT:** Council Chambers Audio/Visual (AV) Upgrade  
**AGENDA DATE:** 5/28/2019

**DATE PREPARED:** 5/16/2019  
**PREPARED BY:** Jim Chambers

**AMOUNT:** \$3,453.47  
**GL ACCOUNT #:** 320-1535-542500  
**FUNDING SOURCE:** 2008 Carroll Co SPLOST  
**BUDGETED ITEM?** No

---

**PURPOSE:** Add additional mics for council member seats to each have a mic.

**BACKGROUND:** Preference is to go back to individual mics per seat.

**STAFF RECOMMENDATION:** I recommend we use CEI who supports our current AV system to install 2 new microphones.

**IMPACT:** This will provide 8 total wired mics, 1 handheld, 2 lapel mics and a wireless option for the podium.

**MOTION:** I make the motion to upgrade our AV system with 2 additional mics for \$3,453.47.



# **Communications & Entertainment, Inc.**

---

System Design #: 10357

**\*\*Mic Addition\*\***

**Prepared Exclusively for**

**City of Villa Rica**

**05/14/2019**

**Presented By: Michael Held**

Dear Jim Chambers:

We thank you for the opportunity to provide a solution to your audio and video needs. This proposal is based on our understanding of your defined requirements and our technical knowledge of the wide array of commercial products available. It is always our intention to design the best solution for your environment, one that provides a reliable system featuring years of use and enjoyment.

Please review this proposal to ensure that it meets your needs and budget. We welcome the opportunity to explain our system solution and have the flexibility to modify this design if needed. We want your experience with CEI to be an informed process that establishes trust, developing a relationship that will continue into the future.

Service after the sale is something that CEI believes is paramount to earning your trust. We stand behind our work and product selection with our standard CEI warranty. Additionally, our national network allows us to provide service to virtually anywhere in the U.S.A.

We look forward to the opportunity to build your system!

Michael Held

System Solutions Designer

## **WHY CEI?**

### **QUALIFICATIONS:**

Our staff consists of system solutions consultants, engineers, project managers and installation technicians. The CEI team has well over 100 year's of experience in the Audio Video environment.

### **VALUE:**

When designing a system, ease of operation is part of the design and will provide for a better experience. The solution will include the commercial equipment necessary to handle the application. The system will be tested and staged to provide maximum performance and reliability. Upon implementation, CEI will conduct a training session for all interested parties. If desired, CEI offers preventative maintenance for the systems that were installed.

As your business grows, continue to keep CEI in mind for future projects. We look forward to a long and happy relationship with you.

**Qty****Manufacturer****Description****PROJECT SCOPE**

CEI will add two desktop 18" push to talk mics to the audio system. These mics will have the same functionality as the existing desktop push to talk mics. As the existing audio processor does not have any available inputs we will add the necessary input module and switch to provide four new inputs. Two of these would be used for the new mics and two would be open for future sources.

The Crestron system will be reprogrammed to accommodate this addition.

Reprogramming cost is based on this work being performed at the same time as the rear TV installation reprogramming. If this project is done at a different time add \$456.00 to the system total.

The existing VGA cables would be removed in order to provide a path for the new mic cables.

**NOTES**

To proceed with this project, please return an accepted (signed) copy of this proposal and a deposit of 50% of the total. 40% will be due upon start of equipment installation and the balance will be due upon completion. Once the sign off and deposit are received, the equipment will be ordered and the work scheduled if the site is (or will be) ready for prompt installation. If the site in whole or part will not be ready for installation promptly, in order to protect the warranty longevity of the equipment, ordering of some or all of the equipment may be delayed.

Pending confirmation of equipment availability, site work can typically commence 2-3 weeks following receipt of the deposit and/or the ordering of the equipment. If your project includes custom or build to order (long-lead time) equipment, that window may extend to 4-6 weeks.

All work will be performed during normal business hours and unfettered access to the work areas (including a functional elevator if appropriate) will be furnished by the client. Reasonable steps will be taken by CEI to avoid disruption of the client's business activities if the business is on-going.

Any network-connected equipment used in the project may require work by the client's network administrator to complete the set-up and commissioning of the client's network to support that equipment.

All AC power, low-voltage conduits, boxes, stub ups, wall backing, etc. as needed for a complete installation is to be furnished and installed by others of the client's choosing prior to the inception of the equipment installation in any given area.

In order to help protect the client's investment in the equipment being installed, final installation will be performed after the site is clean, air-conditioned, secure, and (if installation is occurring on a floor other than ground-level accessible) has an operating elevator.

| <u>Qty</u>              | <u>Manufacturer</u> | <u>Description</u>                                               |          |
|-------------------------|---------------------|------------------------------------------------------------------|----------|
| 1                       | BIASYSTEM           | Tesira 4 channel mic/line input expander PoE+                    |          |
| 1                       | BIASYSTEM           | PHIHONG Gigabit PoE+ Injector, IEEE802.3af compliant, IEEE802.3a |          |
| 1                       | MOTU                | 5 Port AVB Ethernet Switch                                       |          |
| 0.15                    | West Penn:          | 2 COND. 20 (7X28) SHLD BARE CMR                                  |          |
| 2                       | Shure:              | Cardioid-18 Desktop Gooseneck Condenser Microphone, Attached 10  |          |
| 2                       | B&HDISCOM           | Neutrik Female XLR X-Series 3-Pin Cable-Mt Black/Silver          |          |
| 1                       | CEI                 | Cable - Hardware - Connector Package, Three 3' CAT6 Jumpers      |          |
|                         |                     | Crestron Reprogramming                                           |          |
| Equipment Subtotal      |                     |                                                                  | 2,512.97 |
| Implementation Subtotal |                     |                                                                  | 845.50   |

This \*\*Mic Addition\*\* is Valid for 15 Days.

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Shipping: \$95.00

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Project Total: \$3,453.47

COMMUNICATIONS & ENTERTAINMENT INC. TERMS AND CONDITIONS

**1. Sale and Installation.** Communications & Entertainment, Inc. (CEI) agrees to sell to **City of Villa Rica**, hereby known as the Client, the Equipment, Materials, and Services listed within this proposal. CEI shall install all of the Equipment (excepting those items so marked on the reverse side) in Customer's premises (job site) pursuant to the Proposal Agreement. Client shall give CEI sufficient time for installation. CEI is not responsible for late installation which results from the premises being unavailable or unprepared (electrically, etc.) in time for installation, or for any changes in Client's order of Equipment or System Design, or due to any other events beyond CEI's reasonable control (including but not limited to acts of God, acts of government authorities, fires, floods, war, terrorism, epidemics, civil unrest, riot, or equipment manufacturer's delays in shipping). Client may request changes to equipment or services, but any changes that result in any increase in cost or time to perform these services can result in an adjustment in the price and completion date. Both parties in writing must approve any such changes. CEI must inspect and approve all wiring done by third parties, and must test and/or terminate all wiring run by third parties. CEI must be notified two weeks prior to sheetrock installation in order to complete any wiring that the company is performing. CEI reserves the right to change Equipment specifications and pricing according to manufacturer specification changes, pricing changes, and Equipment availability. Out of state Clients are solely responsible for any and all local sales taxes.

**2. Acknowledgment and Acceptance** Client acknowledges that the quality of sound reproduced by the equipment is significantly affected by factors beyond CEI's control, unless previously noted in writing. Client also acknowledges that any critique of the quality of the performance of the equipment is subjective; therefore customer's execution of the acknowledgement shall constitute customer's acknowledgement and acceptance of equipment and installation (subject to the listed objections and modifications).

**3. Terms of Payment.** Client shall promptly pay CEI according to the payment schedule listed at the bottom of this page. Any services performed that are not listed within said system design shall be performed at CEI's then current hourly rate for such services. Any deposits constitute advance payments for the purchase of the Equipment and shall not be returned unless the Equipment ordered is defective or CEI receives complete credit for the return of the Equipment from the manufacturer. If CEI cannot receive full credit, a restocking fee will be charged. CEI must be given sufficient time to address and/or correct any technical issues in relation to performance of the system. If after attempts to address these issues any component does not operate as designed, the component may be returned for credit.

Client must make payment on the Client's balance within fifteen (15) days of the date of invoice. Client shall pay interest to CEI on all late payments at the rate of one and one half percent (1 ½%) per month, not to exceed eighteen percent annually or the maximum permitted by law.

If Client fails to make timely payment, Client agrees that CEI shall be entitled to a general lien on all equipment in CEI's possession, including that which the Client has already paid for CEI may retain equipment until Client fulfills payment obligations.

It is solely the Client's responsibility to save all boxes, warranty cards, instruction booklets, packing materials, etc. that the Equipment manufacturer may require for complete credit on returned items. CEI may, at its sole discretion, apply the Client's deposits towards the purchase of other items of Equipment. **TIME IS OF THE ESSENCE WITH REGARD TO CLIENT'S PAYMENTS ACCORDING TO THE TERMS PROVIDED THEREOF.**

**Communications and Entertainment, Inc.**

1820 Briarwood Ind. Ct. NE

Atlanta, GA 30329

Voice: 404 248 9991      FAX: 404 248 9992

**Standard CEI Limited Warranty**

All new equipment sold by Communications and Entertainment, Inc. (CEI) is warranted by its' respective manufacturer against defects in materials or workmanship for a specific time period, usually one year. Questions regarding the details of the manufacturers' warranty can often be answered by referring to the warranty statement of the respective manufacturer.

All work performed by CEI is warranted against defects in workmanship for a period of one calendar year following the first beneficial use or the completion date of the project. This limited warranty does not include alterations or changes to the original design, defects caused by human action, defects caused by external forces or events, or use of the product/system in ways other than, or beyond, its' design intent.

The Standard CEI Limited Warranty includes for a period of 90 days from the first beneficial use or the completion date of the project any costs associated with troubleshooting, diagnosis, equipment removal or reinstallation, equipment repair, consumable goods replacement (labor only), equipment shipping, or the use of temporary (loaner) equipment (when available) if the service call is necessitated by equipment failure, except as noted herein. These costs include trip charges, site labor, shop labor, and shipping charges.

Except as specified herein within the initial 90 day period, neither the manufacturer or Standard CEI Limited Warranty includes any costs associated with: troubleshooting, diagnosis, equipment removal or reinstallation, on-site equipment repair, lamp or other consumable goods replacement, performance issues related to non-commercial media, equipment shipping, or the use of temporary equipment, when said costs are related to equipment failure or incorrect function, including operator error. These costs include, but are not limited to, trip charges, site labor, shop labor, shipping, and rental equipment (when available). A trip charge and a minimum of one hour of labor will apply for all service calls related to equipment failure, incorrect function, performance issues related to non-commercial media, or operator error.

Except as herein expressly set forth, CEI shall not, under any circumstances, be responsible for any direct, indirect, incidental, or consequential damages, including but not limited to loss of use or revenue. CEI shall provide goods and services as specified herein only to the extent that the value of those goods and services do not exceed the current replacement value of the equipment or system being serviced.

This document constitutes the only Standard Limited Warranty offered by CEI and shall not be superceded, altered, or replaced, in whole or part, by any written or verbal statement made by any employee, sub-contractor, or other affiliate of CEI.



# CITY OF VILLA RICA

## City Council Packet

**SUBJECT:** Council Chambers Audio/Visual (AV) Upgrade  
**AGENDA DATE:** 5/28/2019

**DATE PREPARED:** 5/16/2019  
**PREPARED BY:** Jim Chambers

**AMOUNT:** \$6,425.89  
**GL ACCOUNT #:** 320-1535-542500  
**FUNDING SOURCE:** 2008 Carroll Co SPLOST  
**BUDGETED ITEM?** No

---

**PURPOSE:** Add an additional monitor to the rear of the courtroom for viewing.

**BACKGROUND:** Following along on the surfaces is hard to view along with and switch back and forth. This will allow those at the front of the courtroom to follow along with presentations easier.

**STAFF RECOMMENDATION:** I recommend we use CEI who supports our current AV system to install an 86" monitor.

**IMPACT:** Another viewing option for those that cannot see the main monitors.

**MOTION:** I make the motion to upgrade our AV system with an 86" monitor \$6,425.89.



# **Communications & Entertainment, Inc.**

---

System Design #: 10332A3

## **\*\*TV Addition Option 3\*\***

**Prepared Exclusively for**

**City of Villa Rica**

**04/24/2019**

**Presented By: Michael Held**

Dear Jim Chambers:

We thank you for the opportunity to provide a solution to your audio and video needs. This proposal is based on our understanding of your defined requirements and our technical knowledge of the wide array of commercial products available. It is always our intention to design the best solution for your environment, one that provides a reliable system featuring years of use and enjoyment.

Please review this proposal to ensure that it meets your needs and budget. We welcome the opportunity to explain our system solution and have the flexibility to modify this design if needed. We want your experience with CEI to be an informed process that establishes trust, developing a relationship that will continue into the future.

Service after the sale is something that CEI believes is paramount to earning your trust. We stand behind our work and product selection with our standard CEI warranty. Additionally, our national network allows us to provide service to virtually anywhere in the U.S.A.

We look forward to the opportunity to build your system!

Michael Held

System Solutions Designer

## **WHY CEI?**

### **QUALIFICATIONS:**

Our staff consists of system solutions consultants, engineers, project managers and installation technicians. The CEI team has well over 100 year's of experience in the Audio Video environment.

### **VALUE:**

When designing a system, ease of operation is part of the design and will provide for a better experience. The solution will include the commercial equipment necessary to handle the application. The system will be tested and staged to provide maximum performance and reliability. Upon implementation, CEI will conduct a training session for all interested parties. If desired, CEI offers preventative maintenance for the systems that were installed.

As your business grows, continue to keep CEI in mind for future projects. We look forward to a long and happy relationship with you.

**PROJECT SCOPE**

CEI will supply and install a 86" 4K LED display on an articulating arm mount to the back wall of the Council Chambers to be used for document and video viewing by the Council members. The TV will be mounted to the wall using an articulating arm mount and backing in or on the wall installed by others will be necessary to support this display.

This display will show the same content as the two existing screens. The control system will be reprogrammed to add control of this display.

Note that when installed the depth of the TV/mount off the wall will be more than the ADA maximum of 4" so a piece of furniture or some other barrier below the display will be necessary to meet code.

**NOTES**

To proceed with this project, please return an accepted (signed) copy of this proposal and a deposit of 50% of the total. 40% will be due upon start of equipment installation and the balance will be due upon completion. Once the sign off and deposit are received, the equipment will be ordered and the work scheduled if the site is (or will be) ready for prompt installation. If the site in whole or part will not be ready for installation promptly, in order to protect the warranty longevity of the equipment, ordering of some or all of the equipment may be delayed.

Pending confirmation of equipment availability, site work can typically commence 2-3 weeks following receipt of the deposit and/or the ordering of the equipment. If your project includes custom or build to order (long-lead time) equipment, that window may extend to 4-6 weeks.

All work will be performed during normal business hours and unfettered access to the work areas (including a functional elevator if appropriate) will be furnished by the client. Reasonable steps will be taken by CEI to avoid disruption of the client's business activities if the business is on-going.

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|     |           |                                                              |
|-----|-----------|--------------------------------------------------------------|
| 1   | LGELEUSAI | 86" UHD Commercial TV                                        |
| 1   | Peerless: | SmartMount« Universal Articulating Dual-Arm Wall             |
| 1   | ADI       | APC AV C Type 2 Outlet Wall Mount Power Filter,              |
| 1   | Kramer:   | HDMI, Bidirect.RS-232, IR over Twisted Pair HDBaseT Receiver |
| 0.3 | Kramer:   | Four-Pairs U/FTP Cable for DGKat,HDBaseT and LAN Systems-100 |

| <u>Qty</u> | <u>Manufacturer</u> | <u>Description</u>                   |
|------------|---------------------|--------------------------------------|
| 1          | CEI                 | Cable - Hardware - Connector Package |
| 1          |                     | Crestron Reprogramming               |

|                         |          |
|-------------------------|----------|
| Equipment Subtotal      | 5,068.39 |
| Implementation Subtotal | 1,087.50 |

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This \*\*TV Addition Option 3\*\* is Valid for 15 Days

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Shipping: \$270.00

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Project Total: \$6,425.89

COMMUNICATIONS & ENTERTAINMENT INC. TERMS AND CONDITIONS

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**2. Acknowledgment and Acceptance** Client acknowledges that the quality of sound reproduced by the equipment is significantly affected by factors beyond CEI's control, unless previously noted in writing. Client also acknowledges that any critique of the quality of the performance of the equipment is subjective; therefore customer's execution of the acknowledgement shall constitute customer's acknowledgement and acceptance of equipment and installation (subject to the listed objections and modifications).

**3. Terms of Payment.** Client shall promptly pay CEI according to the payment schedule listed at the bottom of this page. Any services performed that are not listed within said system design shall be performed at CEI's then current hourly rate for such services. Any deposits constitute advance payments for the purchase of the Equipment and shall not be returned unless the Equipment ordered is defective or CEI receives complete credit for the return of the Equipment from the manufacturer. If CEI cannot receive full credit, a restocking fee will be charged. CEI must be given sufficient time to address and/or correct any technical issues in relation to performance of the system. If after attempts to address these issues any component does not operate as designed, the component may be returned for credit.

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**Communications and Entertainment, Inc.**

1820 Briarwood Ind. Ct. NE

Atlanta, GA 30329

Voice: 404 248 9991      FAX: 404 248 9992

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All work performed by CEI is warranted against defects in workmanship for a period of one calendar year following the first beneficial use or the completion date of the project. This limited warranty does not include alterations or changes to the original design, defects caused by human action, defects caused by external forces or events, or use of the product/system in ways other than, or beyond, its' design intent.

The Standard CEI Limited Warranty includes for a period of 90 days from the first beneficial use or the completion date of the project any costs associated with troubleshooting, diagnosis, equipment removal or reinstallation, equipment repair, consumable goods replacement (labor only), equipment shipping, or the use of temporary (loaner) equipment (when available) if the service call is necessitated by equipment failure, except as noted herein. These costs include trip charges, site labor, shop labor, and shipping charges.

Except as specified herein within the initial 90 day period, neither the manufacturer or Standard CEI Limited Warranty includes any costs associated with: troubleshooting, diagnosis, equipment removal or reinstallation, on-site equipment repair, lamp or other consumable goods replacement, performance issues related to non-commercial media, equipment shipping, or the use of temporary equipment, when said costs are related to equipment failure or incorrect function, including operator error. These costs include, but are not limited to, trip charges, site labor, shop labor, shipping, and rental equipment (when available). A trip charge and a minimum of one hour of labor will apply for all service calls related to equipment failure, incorrect function, performance issues related to non-commercial media, or operator error.

Except as herein expressly set forth, CEI shall not, under any circumstances, be responsible for any direct, indirect, incidental, or consequential damages, including but not limited to loss of use or revenue. CEI shall provide goods and services as specified herein only to the extent that the value of those goods and services do not exceed the current replacement value of the equipment or system being serviced.

This document constitutes the only Standard Limited Warranty offered by CEI and shall not be superceded, altered, or replaced, in whole or part, by any written or verbal statement made by any employee, sub-contractor, or other affiliate of CEI.



Agenda Item: \_\_\_\_\_

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Approval of Sync Global Reterm  
**AGENDA DATE:** 5/28/2019

**DATE PREPARED:** 5/16/2019  
**PREPARED BY:** Jim Chambers

**AMOUNT:** \$7,366.40  
**GL ACCOUNT #:** Phone/Internet GL # for all departments  
**FUNDING SOURCE:** General Fund Operating  
**BUDGETED ITEM?** Yes

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**PURPOSE:** To approve the reterm proposal from Sync Global.

**BACKGROUND:** Currently we are paying \$8,882.40 monthly and with this renegotiated proposal we will pay \$7,366.40 for this 2-year agreement.

**STAFF RECOMMENDATION:** To approve the reterm to save us money as well as give us needed benefits in other areas as well, such as improved bandwidth.

**IMPACT:** Allows us to have a faster, more up-to-date network infrastructure with added security and functionality.

**MOTION:** I make the motion we approve the reterm with Sync Global for two years at a cost of \$7,366.40 a month.



**Customer:** City of Villa Rica  
**Service Order Date:** 2/4/2019

**RE-TERM PRICE SCHEDULE**  
**Service Order:** VRC-RTRM-1901  
**Associated MSA:** MSA-VRC-0219  
**Renewal Term:** Three (3) 1-year recurring

| VOICE SERVICE, MONTHLY RECURRING COST (MRC) |                  |                                           |     |                   |             |     |                   |             |
|---------------------------------------------|------------------|-------------------------------------------|-----|-------------------|-------------|-----|-------------------|-------------|
| Site Name                                   | Service Address  | Service Description                       | QTY | Current Unit Cost | Current MRC | QTY | Re-Term Unit Cost | Re-Term MRC |
| City Hall                                   | 571 Bankhead Hwy | Hosted Voice, Executive User Seat         | 2   | \$35.00           | \$70.00     | 2   | \$27.00           | \$54.00     |
|                                             |                  | Hosted Voice, Professional User Seat      | 15  | \$33.00           | \$495.00    | 15  | \$24.00           | \$360.00    |
|                                             |                  | Hosted Voice, Premium Attendant           | 1   | \$40.00           | \$40.00     | 1   | \$40.00           | \$40.00     |
|                                             |                  | Hosted Voice, Secondary Attendant         | 1   | \$5.00            | \$5.00      | 1   | \$5.00            | \$5.00      |
|                                             |                  | Hosted Voice, Provisioning Attendant      | 1   | \$0.00            | \$0.00      | 1   | \$0.00            | \$0.00      |
|                                             |                  | PSTN Access Trunks / IP Talk Paths        | 23  | \$15.00           | \$345.00    | 10  | \$15.00           | \$150.00    |
|                                             |                  | Individual Business Line, Credit          | 3   | \$18.00           | \$54.00     | 3   | \$15.00           | \$45.00     |
|                                             |                  | Virtual Call Forward (VCF)                | 2   | \$5.00            | \$10.00     | 2   | \$3.50            | \$7.00      |
|                                             |                  | Virtual Call Forward, Hosted              | 16  | \$0.50            | \$8.00      | 16  | \$0.50            | \$8.00      |
|                                             |                  | Stand-alone Voicemail w/ Commportal       | 1   | \$6.00            | \$6.00      | 1   | \$6.00            | \$6.00      |
|                                             |                  | Efax Service                              | 4   | \$15.00           | \$60.00     | 4   | \$10.00           | \$40.00     |
|                                             |                  | Efax Service, VCF provisioning            | 3   | \$0.00            | \$0.00      | 3   | \$0.00            | \$0.00      |
|                                             |                  | Additional DID's (call flow provisioning) | 12  | \$0.20            | \$2.40      | 12  | \$0.20            | \$2.40      |
|                                             |                  | Reserve TN's                              | 159 | \$0.00            | \$0.00      | 159 | \$0.00            | \$0.00      |
|                                             |                  |                                           |     | Total             | \$1,095.40  |     | Total             | \$717.40    |

| VOICE SERVICE, MONTHLY RECURRING COST (MRC) |                 |                                           |     |                   |             |     |                   |             |
|---------------------------------------------|-----------------|-------------------------------------------|-----|-------------------|-------------|-----|-------------------|-------------|
| Site Name                                   | Service Address | Service Description                       | QTY | Current Unit Cost | Current MRC | QTY | Re-Term Unit Cost | Re-Term MRC |
| Police Dept.                                | 101 Main Street | Hosted Voice, Executive User Seat         | 1   | \$35.00           | \$35.00     | 1   | \$27.00           | \$27.00     |
|                                             |                 | Hosted Voice, Professional User Seat      | 16  | \$33.00           | \$528.00    | 16  | \$24.00           | \$384.00    |
|                                             |                 | Hosted Voice Prof Seat, Child Predator    | 1   | \$0.00            | \$0.00      | 1   | \$0.00            | \$0.00      |
|                                             |                 | Hosted Voice, Common Area Seat            | 11  | \$20.00           | \$220.00    | 11  | \$18.00           | \$198.00    |
|                                             |                 | Hosted Voice, Secondary Attendant         | 1   | \$5.00            | \$5.00      | 1   | \$5.00            | \$5.00      |
|                                             |                 | PSTN Access Trunks / IP Talk Paths        | 23  | \$15.00           | \$345.00    | 10  | \$15.00           | \$150.00    |
|                                             |                 | Virtual Call Forward, Hosted              | 1   | \$0.50            | \$0.50      | 1   | \$0.50            | \$0.50      |
|                                             |                 | MADN / Hunt, group ring service           | 2   | \$2.50            | \$5.00      | 2   | \$2.50            | \$5.00      |
|                                             |                 | Stand-alone Voicemail                     | 35  | \$4.00            | \$140.00    | 35  | \$4.00            | \$140.00    |
|                                             |                 | Efax Service                              | 2   | \$15.00           | \$30.00     | 2   | \$10.00           | \$20.00     |
|                                             |                 | Fax-to-Email Service                      | 9   | \$1.50            | \$13.50     | 9   | \$1.50            | \$13.50     |
|                                             |                 | Call Recording                            | 67  | \$2.50            | \$167.50    | 67  | \$2.50            | \$167.50    |
|                                             |                 | Additional DID's (call flow provisioning) | 8   | \$0.20            | \$1.60      | 8   | \$0.20            | \$1.60      |
|                                             |                 | Reserve TN's                              | 42  | \$0.00            | \$0.00      | 42  | \$0.00            | \$0.00      |
|                                             |                 |                                           |     | Total             | \$1,491.10  |     | Total             | \$1,112.10  |

| VOICE SERVICE, MONTHLY RECURRING COST (MRC) |                          |                                             |     |                   |             |     |                   |             |
|---------------------------------------------|--------------------------|---------------------------------------------|-----|-------------------|-------------|-----|-------------------|-------------|
| Site Name                                   | Service Address          | Service Description                         | QTY | Current Unit Cost | Current MRC | QTY | Re-Term Unit Cost | Re-Term MRC |
| West Plant                                  | 185 Barber Industrial Ct | Hosted Voice, Professional User Seat        | 7   | \$33.00           | \$231.00    | 7   | \$24.00           | \$168.00    |
|                                             |                          | Hosted Voice, Premium Attendant             | 1   | \$40.00           | \$40.00     | 1   | \$40.00           | \$40.00     |
|                                             |                          | PSTN Access Trunks / IP Talk Paths          | 4   | \$15.00           | \$60.00     | 6   | \$15.00           | \$90.00     |
|                                             |                          | Individual Business Line, Alarm             | 1   | \$15.00           | \$15.00     | 1   | \$15.00           | \$15.00     |
|                                             |                          | Individual Business Line, Gate (not in use) | 1   | \$0.00            | \$0.00      | 1   | \$0.00            | \$0.00      |
|                                             |                          | Virtual Call Forward (VCF)                  | 1   | \$5.00            | \$5.00      | 1   | \$3.50            | \$3.50      |
|                                             |                          | MADN / Hunt, group ring service             | 1   | \$2.50            | \$2.50      | 1   | \$2.50            | \$2.50      |
|                                             |                          | Efax Service                                | 1   | \$15.00           | \$15.00     | 1   | \$10.00           | \$10.00     |
|                                             |                          | Additional DID's (call flow provisioning)   | 7   | \$0.20            | \$1.40      | 7   | \$0.20            | \$1.40      |
|                                             |                          | Reserve TN's                                | 2   | \$0.00            | \$0.00      | 2   | \$0.00            | \$0.00      |
|                                             |                          |                                             |     | Total             | \$369.90    |     | Total             | \$330.40    |

## RE-TERM PRICE SCHEDULE

Customer: City of Villa Rica  
Service Order Date: 2/4/2019  
Service Order: VRC-RTRM-1901

### VOICE SERVICE, MONTHLY RECURRING COST (MRC)

| Site Name   | Service Address      | Service Description                       | QTY | Current Unit Cost | Current MRC | QTY | Re-Term Unit Cost | Re-Term MRC |
|-------------|----------------------|-------------------------------------------|-----|-------------------|-------------|-----|-------------------|-------------|
| Parks & Rec | 646 Industrial Blvd. | Hosted Voice, Executive User Seat         | 1   | \$35.00           | \$35.00     | 1   | \$27.00           | \$27.00     |
|             |                      | Hosted Voice, Professional User Seat      | 8   | \$33.00           | \$264.00    | 8   | \$24.00           | \$192.00    |
|             |                      | Hosted Voice, Common Area Seat            | 1   | \$20.00           | \$20.00     | 1   | \$18.00           | \$18.00     |
|             |                      | Hosted Voice, Premium Attendant           | 1   | \$40.00           | \$40.00     | 1   | \$40.00           | \$40.00     |
|             |                      | Hosted Voice, Secondary Attendant         | 1   | \$5.00            | \$5.00      | 1   | \$5.00            | \$5.00      |
|             |                      | PSTN Access Trunks / IP Talk Paths        | 7   | \$15.00           | \$105.00    | 7   | \$15.00           | \$105.00    |
|             |                      | Individual Business Line, Credit          | 1   | \$18.00           | \$18.00     | 1   | \$15.00           | \$15.00     |
|             |                      | Individual Business Line, Fax             | 1   | \$15.00           | \$15.00     | 1   | \$15.00           | \$15.00     |
|             |                      | Virtual Call Forward (VCF)                | 1   | \$5.00            | \$5.00      | 1   | \$3.50            | \$3.50      |
|             |                      | MADN / Hunt, Group Ring Service           | 1   | \$2.50            | \$2.50      | 1   | \$2.50            | \$2.50      |
|             |                      | Stand-alone Voicemail w/ Commportal       | 1   | \$6.00            | \$6.00      | 1   | \$6.00            | \$6.00      |
|             |                      | Fax-to-Email Service                      | 2   | \$1.50            | \$3.00      | 2   | \$1.50            | \$3.00      |
|             |                      | External Speaker Page TN                  | 1   | \$15.00           | \$15.00     | 1   | \$15.00           | \$15.00     |
|             |                      | Conference Service                        | 1   | \$6.00            | \$6.00      | 1   | \$6.00            | \$6.00      |
|             |                      | Additional DID's (call flow provisioning) | 9   | \$0.20            | \$1.80      | 9   | \$0.20            | \$1.80      |
|             |                      | Reserve TN's                              | 11  | \$0.00            | \$0.00      | 11  | \$0.00            | \$0.00      |
|             |                      |                                           |     | Total             | \$541.30    |     | Total             | \$454.80    |

### VOICE SERVICE, MONTHLY RECURRING COST (MRC)

| Site Name      | Service Address | Service Description                  | QTY | Current Unit Cost | Current MRC | QTY | Re-Term Unit Cost | Re-Term MRC |
|----------------|-----------------|--------------------------------------|-----|-------------------|-------------|-----|-------------------|-------------|
| Public Library | 869 Dallas Hwy  | Hosted Voice, Professional User Seat | 6   | \$33.00           | \$198.00    | 6   | \$24.00           | \$144.00    |
|                |                 | Hosted Voice, Basic User Seat        | 2   | \$30.00           | \$60.00     | 2   | \$21.00           | \$42.00     |
|                |                 | Hosted Voice, Common Area Seat       | 5   | \$20.00           | \$100.00    | 5   | \$18.00           | \$90.00     |
|                |                 | Hosted Voice, Companion Hndst Seat   | 2   | \$18.00           | \$36.00     | 2   | \$14.00           | \$28.00     |
|                |                 | Hosted Voice, Premium Attendant      | 1   | \$40.00           | \$40.00     | 1   | \$40.00           | \$40.00     |
|                |                 | PSTN Access Trunks / IP Talk Paths   | 5   | \$15.00           | \$75.00     | 7   | \$15.00           | \$105.00    |
|                |                 | Individual Business Line, Fax        | 1   | \$15.00           | \$15.00     | 1   | \$15.00           | \$15.00     |
|                |                 | Virtual Call Forward, Hosted         | 1   | \$3.50            | \$3.50      | 1   | \$3.50            | \$3.50      |
|                |                 | MADN / Hunt, group ring service      | 1   | \$2.50            | \$2.50      | 1   | \$2.50            | \$2.50      |
|                |                 | Reserve TN's                         | 9   | \$0.00            | \$0.00      | 9   | \$0.00            | \$0.00      |
|                |                 |                                      |     | Total             | \$530.00    |     | Total             | \$470.00    |

### VOICE SERVICE, MONTHLY RECURRING COST (MRC)

| Site Name     | Service Address   | Service Description                  | QTY | Current Unit Cost | Current MRC | QTY | Re-Term Unit Cost | Re-Term MRC |
|---------------|-------------------|--------------------------------------|-----|-------------------|-------------|-----|-------------------|-------------|
| Pine Mountain | 1881 Stockmar Rd. | Hosted Voice, Professional User Seat | 3   | \$33.00           | \$99.00     | 3   | \$24.00           | \$72.00     |
|               |                   | Hosted Voice, Premium Attendant      | 1   | \$40.00           | \$40.00     | 1   | \$40.00           | \$40.00     |
|               |                   | Hosted Voice, Secondary Attendant    | 1   | \$5.00            | \$5.00      | 1   | \$5.00            | \$5.00      |
|               |                   | PSTN Access Trunks / IP Talk Paths   | 2   | \$15.00           | \$30.00     | 3   | \$15.00           | \$45.00     |
|               |                   | Individual Business Line, Credit     | 2   | \$18.00           | \$36.00     | 2   | \$15.00           | \$30.00     |
|               |                   | Toll Free Number                     | 1   | \$5.00            | \$5.00      | 1   | \$5.00            | \$5.00      |
|               |                   | Efax Service                         | 1   | \$15.00           | \$15.00     | 1   | \$10.00           | \$10.00     |
|               |                   | Reserve TN's                         | 2   | \$0.00            | \$0.00      | 2   | \$0.00            | \$0.00      |
|               |                   |                                      |     | Total             | \$230.00    |     | Total             | \$207.00    |



## RE-TERM PRICE SCHEDULE

**Customer:** City of Villa Rica  
**Service Order Date:** 2/4/2019  
**Service Order:** VRC-RTRM-1901

| VOICE SERVICE, MONTHLY RECURRING COST (MRC) |                 |                                           |     |                   |             |     |                   |             |
|---------------------------------------------|-----------------|-------------------------------------------|-----|-------------------|-------------|-----|-------------------|-------------|
| Site Name                                   | Service Address | Service Description                       | QTY | Current Unit Cost | Current MRC | QTY | Re-Term Unit Cost | Re-Term MRC |
| Avanti Building                             | 106 Temple St.  | Hosted Voice, Professional User Seat      | 3   | \$33.00           | \$99.00     | 3   | \$24.00           | \$72.00     |
|                                             |                 | Hosted Voice, Premium Attendant           | 1   | \$40.00           | \$40.00     | 1   | \$40.00           | \$40.00     |
|                                             |                 | PSTN Access Trunks / IP Talk Paths        | 2   | \$15.00           | \$30.00     | 3   | \$15.00           | \$45.00     |
|                                             |                 | Individual Business Line                  | 5   | \$30.00           | \$150.00    | 5   | \$15.00           | \$75.00     |
|                                             |                 | Stand-alone Voicemail                     | 1   | \$4.00            | \$4.00      | 1   | \$4.00            | \$4.00      |
|                                             |                 | Additional DID's (call flow provisioning) | 1   | \$0.20            | \$0.20      | 1   | \$0.20            | \$0.20      |
|                                             |                 | Reserve TN's                              | 2   | \$0.00            | \$0.00      | 2   | \$0.00            | \$0.00      |
|                                             |                 |                                           |     | Total             | \$323.00    |     | Total             | \$236.00    |

| VOICE SERVICE, MONTHLY RECURRING COST (MRC) |                      |                                           |     |                   |             |     |                   |             |
|---------------------------------------------|----------------------|-------------------------------------------|-----|-------------------|-------------|-----|-------------------|-------------|
| Site Name                                   | Service Address      | Service Description                       | QTY | Current Unit Cost | Current MRC | QTY | Re-Term Unit Cost | Re-Term MRC |
| Community Serv.                             | 42 Community Sq Blvd | Hosted Voice, Professional User Seat      | 4   | \$33.00           | \$132.00    | 4   | \$24.00           | \$96.00     |
| GA Power Bldg                               |                      | Hosted Voice, Secondary Attendant         | 1   | \$5.00            | \$5.00      | 1   | \$5.00            | \$5.00      |
|                                             |                      | PSTN Access Trunks / IP Talk Paths        | 0   | \$15.00           | \$0.00      | 3   | \$15.00           | \$45.00     |
|                                             |                      | Stand-alone Voicemail w/ CommPortal       | 1   | \$6.00            | \$6.00      | 1   | \$6.00            | \$6.00      |
|                                             |                      | MADN / Hunt, group ring service           | 1   | \$2.50            | \$2.50      | 1   | \$2.50            | \$2.50      |
|                                             |                      | Additional DID's (call flow provisioning) | 3   | \$0.20            | \$0.60      | 3   | \$0.20            | \$0.60      |
|                                             |                      |                                           |     | Total             | \$146.10    |     | Total             | \$155.10    |

| VOICE SERVICE, MONTHLY RECURRING COST (MRC) |                 |                               |     |                   |                |     |                   |                |
|---------------------------------------------|-----------------|-------------------------------|-----|-------------------|----------------|-----|-------------------|----------------|
| Site Name                                   | Service Address | Service Description           | QTY | Current Unit Cost | Current MRC    | QTY | Re-Term Unit Cost | Re-Term MRC    |
| V-Plex                                      | 1605 Hwy 61     | Individual Business Line, Fax | 1   | \$30.00           | \$30.00        | 1   | \$30.00           | \$30.00        |
|                                             |                 |                               |     | <b>Total</b>      | <b>\$30.00</b> |     | <b>Total</b>      | <b>\$30.00</b> |

|                                           | Current           | Re-Term           |
|-------------------------------------------|-------------------|-------------------|
| <b>Voice Service Total, All Locations</b> | <b>\$4,756.80</b> | <b>\$3,712.80</b> |

## RE-TERM PRICE SCHEDULE

**Customer:** City of Villa Rica  
**Service Order Date:** 2/4/2019  
**Service Order:** VRC-RTRM-1901

| INTERNET, WAN TRANSPORT & DATA SERVICES, MONTHLY RECURRING COST (MRC) |                          |                                             |                              |             |                              |             |
|-----------------------------------------------------------------------|--------------------------|---------------------------------------------|------------------------------|-------------|------------------------------|-------------|
| Site Name                                                             | Service Address          | Service Description                         | Current Line Rate / Capacity | Current MRC | Re-Term Line Rate / Capacity | Re-Term MRC |
| City Hall                                                             | 571 Bankhead Hwy         | Ethernet Private Transport                  | 100 Mb                       | \$450.00    | 1 Gb                         | \$450.00    |
|                                                                       |                          | Ethernet Tie Trunk, City Hall to PD         | 100 Mb                       | \$200.00    | 100 Mb                       | \$0.00      |
|                                                                       |                          | Internet Access                             | 50 Mb                        | \$550.00    | 100 Mb                       | \$500.00    |
|                                                                       |                          | CPE Maintenance                             | N/A                          | \$9.95      | N/A                          | \$9.95      |
| Police Dept.                                                          | 101 Main Street          | Ethernet Private Transport                  | 100 Mb                       | \$450.00    | 1 Gb                         | \$450.00    |
|                                                                       |                          | Internet Access, Child Predator Feed        | 50 Mb                        | \$0.00      | 50 Mb                        | \$0.00      |
|                                                                       |                          | CPE Maintenance                             | N/A                          | \$9.95      | N/A                          | \$9.95      |
| Parks & Rec                                                           | 646 Industrial Blvd.     | Ethernet Private Transport                  | 100 Mb                       | \$450.00    | 100 Mb                       | \$400.00    |
|                                                                       |                          | CPE Maintenance                             | N/A                          | \$9.95      | N/A                          | \$9.95      |
| West Plant                                                            | 185 Barber Industrial Ct | Ethernet Private Transport                  | 100 Mb                       | \$450.00    | 100 Mb                       | \$400.00    |
|                                                                       |                          | CPE Maintenance                             | N/A                          | \$9.95      | N/A                          | \$9.95      |
| Library                                                               | 869 Dallas Hwy           | Ethernet Private Transport                  | 100 Mb                       | \$400.00    | 100 Mb                       | \$400.00    |
|                                                                       |                          | CPE Maintenance                             | N/A                          | \$9.95      | N/A                          | \$9.95      |
| Avanti                                                                | 106 Temple St.           | Ethernet Transport                          | 100 Mb                       | \$400.00    | 100 Mb                       | \$400.00    |
|                                                                       |                          | CPE Maintenance                             | N/A                          | \$9.95      | N/A                          | \$9.95      |
| Vplex                                                                 | 1605 Hwy 61              | Ethernet Transport w/ campus fixed wireless | 100 Mb                       | \$400.00    | 100 Mb                       | \$400.00    |
|                                                                       |                          | CPE Maintenance                             | N/A                          | \$9.95      | N/A                          | \$9.95      |
|                                                                       |                          | Managed Campus Fixed Wireless               | N/A                          | \$55.00     | N/A                          | \$0.00      |
|                                                                       |                          | Managed Campus Fixed Wireless               | N/A                          | \$55.00     | N/A                          | \$0.00      |
|                                                                       |                          | Managed Wi-Fi (two AP's)                    | N/A                          | \$36.00     | N/A                          | \$24.00     |
| Pine Mountain                                                         | 1881 Stockmar Rd.        | Private Line Transport                      | 1.5 Mb                       | \$150.00    | 1.5 Mb                       | \$150.00    |
|                                                                       |                          | CPE Maintenance                             | N/A                          | \$9.95      | N/A                          | \$9.95      |
|                                                                       |                          |                                             | Total                        | \$4,125.60  | Total                        | \$3,653.60  |

### ADDITIONAL RE-TERM PROVISIONS

- SyncGlobal agrees to fund all one-time costs associated with service upgrades.
- SyncGlobal agrees to fund 100% of construction cost (~\$19,000.00) to extend fiber to old library / new City Hall when needed.
- SyncGlobal agrees to pay \$7,000 toward replacement of Aastra handsets with new Mitel 6869 handsets. This will fully fund replacement of 38 handsets or approximately 50% of the cost to replace all 74 handsets.

|                                      |                   |
|--------------------------------------|-------------------|
| <b>Current MRC, Voice &amp; Data</b> | <b>\$8,882.40</b> |
| <b>Re-Term MRC, Voice &amp; Data</b> | <b>\$7,366.40</b> |
| <b>Re-Term Savings</b>               | <b>\$1,516.00</b> |

- Voice and data quantities reflect all recurring line items listed on most recent invoice (Jan '19). Re-Term pricing expires 30 days from Service Order date.
- Price summary does not include resale voice lines, taxes, authorized regulatory fees, directory listing, LD, or other usage-based fees.
- Re-term of physical colocation service at the SyncGlobal data center will be covered under a separate Service Order.
- The customer is responsible for handset replacement cost -- beyond what SyncGlobal agrees to fund per this re-term agreement -- if not covered under manufacturer's warrantee. SyncGlobal agrees to price future replacement handsets at cost and with free provisioning and installation.
- Additional IPv4 addresses are subject to ARIN justification requirements and are assigned by block, ex. /29, /28, /27, etc. The cost for additional IPv4 allocation is \$5 per IP, per month. IPv6 addresses are available at no cost.
- The information contained herein is proprietary and is not to be shared with 3rd parties without written permission from SyncGlobal Telecom.

### SyncGlobal Telecom

Signature: \_\_\_\_\_  
Name: Jim Clotfelter  
Title: VP Sales & Business Development  
Date: \_\_\_\_\_

### City of Villa Rica

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**CITY OF VILLA RICA**  
**FINANCIAL UPDATE**  
**April 2019**

|                         |    |           |                   |            |                   |  |
|-------------------------|----|-----------|-------------------|------------|-------------------|--|
| <b>CASH</b>             |    |           | <b>04-30-2018</b> |            | <b>04-30-2019</b> |  |
| Total Checking Accounts | \$ | 9,552,794 | \$                | 11,076,196 |                   |  |
| General Fund            | \$ | 5,799,108 | \$                | 7,857,051  |                   |  |
| Water/Sewer Fund        | \$ | 1,330,371 | \$                | 1,930,811  |                   |  |
| Sanitation/Solid Waste  | \$ | (40,486)  | \$                | (27,830)   |                   |  |
| 2008 Carroll SPLOST     | \$ | 599,198   | \$                | 311,795    |                   |  |
| 2015 Carroll SPLOST     | \$ | 44,264    | \$                | 1,159,776  |                   |  |
| 2016 Douglas SPLOST     | \$ | 358,403   | \$                | 966,739    |                   |  |

|                                   |  |                   |  |                                   |  |                          |  |        |  |
|-----------------------------------|--|-------------------|--|-----------------------------------|--|--------------------------|--|--------|--|
| <b>SELF-FUNDED INSURANCE</b>      |  |                   |  | <b>TOTAL SAVINGS</b>              |  | <b>\$ 708,611</b>        |  |        |  |
| <b>Contributions</b>              |  |                   |  | <b>Expenses</b>                   |  | <b>Savings</b>           |  |        |  |
| <b><i>Employer + Employee</i></b> |  |                   |  | <b><i>Admin + Claims Paid</i></b> |  | <b><i>Difference</i></b> |  |        |  |
| Oct-Dec '18                       |  | 408,483           |  | Oct-Dec '18                       |  | 341,996                  |  | 66,486 |  |
| Jan-Mar '19                       |  | 393,707           |  | Jan-Mar '19                       |  | 325,542                  |  | 68,165 |  |
| Apr '19                           |  | 128,596           |  | Apr '19                           |  | 117,327                  |  | 11,269 |  |
|                                   |  |                   |  | Mar '19                           |  |                          |  | -      |  |
| <b>TOTALS</b>                     |  | <b>\$ 930,786</b> |  | <b>\$ 784,865</b>                 |  | <b>\$ 145,921</b>        |  |        |  |

|                                             |                 |                 |
|---------------------------------------------|-----------------|-----------------|
| <b>OTHER HIGHLIGHTS</b>                     |                 |                 |
|                                             | <b>Apr 2018</b> | <b>Apr 2019</b> |
| Carroll Co LOST                             | \$ 655,638      | \$ 751,130      |
| Douglas Co LOST                             | \$ 614,264      | \$ 685,923      |
| Carroll Co SPLOST                           | \$ 934,487      | \$ 1,061,060    |
| Douglas Co SPLOST                           | \$ 909,794      | \$ 1,102,190    |
| Total # of Employees<br>(Excludes Seasonal) | 149             | 162             |

|                    |          |                 |         |                 |               |         |
|--------------------|----------|-----------------|---------|-----------------|---------------|---------|
| <b>GROWTH</b>      |          | <b>Apr 2018</b> |         | <b>Apr 2019</b> |               |         |
| <i>Residential</i> | <b>#</b> | <b>Amount</b>   |         | <b>#</b>        | <b>Amount</b> |         |
| Building Permits   | 102      | \$              | 223,400 | 133             | \$            | 289,143 |
| Water Taps         | 109      | \$              | 163,500 | 141             | \$            | 211,500 |
| Sewer Taps         | 112      | \$              | 448,000 | 127             | \$            | 508,000 |
| <i>Commercial</i>  | <b>#</b> | <b>Amount</b>   |         | <b>#</b>        | <b>Amount</b> |         |
| Building Permits   | 8        | \$              | 89,806  | 2               | \$            | 2,813   |
| Water Taps         | 5        | \$              | 20,400  | 2               | \$            | 9,950   |
| Sewer Taps         | 5        | \$              | 71,500  | -               | \$            | -       |

|                          |                 |                 |
|--------------------------|-----------------|-----------------|
| <b>BUSINESS ACTIVITY</b> |                 |                 |
| <b>WATER/SEWER</b>       | <b>Apr 2018</b> | <b>Apr 2019</b> |
| Water Revenue            | \$ 1,606,527    | \$ 1,654,814    |
| Sewer Revenue            | 1,580,722       | 2,151,127       |
| Misc. Revenue            | 780,528         | 839,482         |
| Total Revenue            | \$ 3,967,777    | \$ 4,645,423    |
| Utility Administrator    | \$ -            | \$ 377,267      |
| Water Expenses           | 726,825         | 679,348         |
| Sewer Expenses           | 792,250         | 925,203         |
| Dist./Coll. Expenses     | 717,670         | 697,710         |
| Debt Expense             | 1,001,737       | 995,976         |
| Depreciation             | 859,352         | 910,581         |
| Total Expenses           | \$ 4,097,834    | \$ 4,586,086    |
| Net Income (Loss)        | \$ (130,058)    | \$ 59,337       |

|                                    |  |                 |  |                 |  |
|------------------------------------|--|-----------------|--|-----------------|--|
| <b>SANITATION/<br/>SOLID WASTE</b> |  | <b>Apr 2018</b> |  | <b>Apr 2019</b> |  |
| Sanitation Revenue                 |  | \$ 389,121      |  | \$ 466,297      |  |
| Solid Waste Revenue                |  | 185,098         |  | 246,376         |  |
| Misc. Revenue                      |  | 60,277          |  | -               |  |
| Total Revenue                      |  | \$ 634,496      |  | \$ 712,673      |  |
| Sanitation Expenses                |  | \$ 358,619      |  | \$ 388,343      |  |
| Solid Waste Expenses               |  | 287,615         |  | 270,897         |  |
| Depreciation                       |  | 27,557          |  | 37,750          |  |
| Total Expenses                     |  | \$ 673,790      |  | \$ 696,990      |  |
| Net Income (Loss)                  |  | \$ (39,294)     |  | \$ 15,683       |  |



Agenda Item:\_\_\_\_\_

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** 2019 Budget Amendment  
**AGENDA DATE:** 5-28-2019

**DATE PREPARED:** 5-17-2019  
**PREPARED BY:** Sarah Hefty

**AMOUNT:** See Exhibit A  
**GL ACCOUNT #:**  
**FUNDING SOURCE:**  
**BUDGETED ITEM?**

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**PURPOSE:** To adopt ordinance amending the 2019 budget.

**MOTION:** I make a motion to adopt the ordinance to approve an amendment to the budget for the fiscal year 2019 for the City pursuant to Section 2-71 of the City Charter.

City of Villa Rica  
Exhibit A  
Proposed 2019 Budget Amendments

May 28, 2019

**2008 CARROLL COUNTY SPLOST**

| <i>Item</i>        | <i>Account Name</i> | <i>Account Type</i> |          | <i>Notes</i>                                 | <i>Amount</i> |
|--------------------|---------------------|---------------------|----------|----------------------------------------------|---------------|
| 44 320-1535-542500 | Equipment           | Expenditure         | Increase | Microphones and Monitor for Council Chambers | 9,879.00      |
| 45 320-381000      | Use of Fund Balance | Revenue             | Increase | Microphones and Monitor for Council Chambers | 9,879.00      |
| Total Change       |                     |                     |          |                                              |               |
| Expenditures       |                     |                     |          |                                              | 9,879.00      |
| Revenues           |                     |                     |          |                                              | 9,879.00      |
|                    |                     |                     |          |                                              | -             |

**2015 CARROLL COUNTY SPLOST**

| <i>Item</i>        |                       | <i>Account Type</i> |          | <i>Notes</i>                           | <i>Amount</i> |
|--------------------|-----------------------|---------------------|----------|----------------------------------------|---------------|
| 46 321-3210-541200 | Site Improvements     | Expenditure         | Increase | Contribution to Public Safety Memorial | 15,000.00     |
| 47 321-337110      | Carroll County SPLOST | Revenue             | Increase | Use of SPLOST revenue over budget      | 15,000.00     |
| Total Change       |                       |                     |          |                                        |               |
| Expenditures       |                       |                     |          |                                        | 15,000.00     |
| Revenues           |                       |                     |          |                                        | 15,000.00     |
|                    |                       |                     |          |                                        | -             |

**2016 DOUGLAS COUNTY SPLOST**

| <i>Item</i>        |                     | <i>Account Type</i> |          | <i>Notes</i>                                 | <i>Amount</i> |
|--------------------|---------------------|---------------------|----------|----------------------------------------------|---------------|
| 48 322-4210-541410 | Street Improvements | Expenditure         | Decrease | Improvements to Connors Rd Railroad Crossing | (20,007.00)   |
| 49 322-4210-541412 | Warning Signal      | Expenditure         | Increase | Improvements to Connors Rd Railroad Crossing | 20,007.00     |
| Total Change       |                     |                     |          |                                              |               |
| Expenditures       |                     |                     |          |                                              | -             |
| Revenues           |                     |                     |          |                                              | -             |
|                    |                     |                     |          |                                              | -             |

STATE OF GEORGIA

ORDINANCE NO. \_\_\_\_\_

CITY OF VILLA RICA

**AN ORDINANCE TO APPROVE AN AMENDMENT TO THE BUDGET  
FOR THE FISCAL YEAR 2019 FOR THE CITY  
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER**

**WHEREAS**, the Mayor and City Council adopted the 2019 Budget on September 13, 2018, which incorporated all of the various funds of the City; and

**WHEREAS**, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein.

**WHEREAS**, the Mayor and Council have reviewed the proposed budget; and

**WHEREAS**, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

**NOW, THEREFORE**, the Mayor and City Council of the City of Villa Rica, Georgia, hereby ordain as follows:

**Section 1.** That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2019, said budget amendment being described as Amendment No. 44-49, attached hereto and incorporated as Exhibit A.

**Section 2.** That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

**Section 3.** That the City Manager and his/her designee may promulgate all necessary internal rules, regulations and policies to ensure that this Budget Amendment Ordinance is followed.

**Section 4.** This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence,

clause or phrase of same. It is hereby further declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within ordinance shall become effective upon its adoption.

**SO ORDAINED AND EFFECTIVE** this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Approved:

\_\_\_\_\_  
Jeff Reese, Mayor

As to form:

\_\_\_\_\_  
C. David Mecklin, Jr., City Attorney

Attest:

\_\_\_\_\_  
Alisa Doyal, City Clerk



Agenda Item: \_\_\_\_\_

# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Agreement with Norfolk Southern to Improve the Connors Road Railroad Crossing

**AGENDA DATE:** May 28, 2019  
**PREPARED BY:** Tom Barber

**DATE PREPARED:** May 16, 2019

**AMOUNT:** \$20,006.65  
**FUNDING SOURCE:** Douglas SPLOST

**GL ACCOUNT #:** 322-4210-541412  
**BUDGETED ITEM?** No

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**PURPOSE:** To approve an agreement with Norfolk Southern to make improvements to the Connors Road Railroad Crossing.

**BACKGROUND:** Vehicles traveling on Connors Road from Mirror Lake Blvd. towards Hwy 78 cannot see the railroad crossing before moving through the traffic light. The City is working with the Douglas County DOT to install a warning signal near the intersection of Connors and Mirror Lake to alert travelers to a blocked crossing. Douglas DOT has selected a contractor to install the warning signal itself, the underground cable needed to reach the crossing, and a junction box. The City is responsible to engage the railroad to install the cable to the crossing itself and the underground cable to the junction box. The City will reimburse Douglas County DOT for their expenses and will also reimburse Norfolk Southern for their expenses.

**STAFF RECOMMENDATION:** Staff recommends that we engage Norfolk Southern to make the necessary improvements to the crossing for an amount not to exceed \$20,006.65.

**IMPACT:** Our Douglas County SPLOST will need to absorb a budget adjustment, perhaps from Street Improvements. The portion of the work overseen by Douglas County DOT is already budgeted in Douglas SPLOST.

**MOTION:** I move that we authorize the Mayor to execute an agreement with Norfolk Southern Railway Company to improve the Connors Road crossing for an amount not to exceed \$20,006.65.

**STATE OF GEORGIA  
COUNTY OF DOUGLAS**

**INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** ("Agreement") is made and entered into on the 5th day of June, 2018, by and between the City of Villa Rica, Georgia, a municipal corporation partially located within Douglas County (hereinafter "City"), and Douglas County (Georgia) Board of Commissioners, a political subdivision of the State of Georgia (hereinafter "County.")

**WITNESSETH:**

**WHEREAS**, there lies within the City a railroad crossing between Mirror Lake Boulevard and Veterans Memorial Highway; and

**WHEREAS**, the City and the County are each responsible for the ownership, control, care, and maintenance of traffic control devices within its own boundaries; and

**WHEREAS**, the City has jurisdictional control and ownership of the intersection of Mirror Lake Boulevard and Conners Road; and

**WHEREAS**, there is a need for an early warning signal to be installed at the intersection of Mirror Lake Boulevard and Conners Road; and

**WHEREAS**, the City and the County find it in the public's best interest to coordinate their efforts in a cooperative partnership for the design and installation of said early warning signal.

**NOW THEREFORE**, in consideration of the mutual promises given by each party to the other, and other good and valuable consideration, it is hereby agreed as follows:

**1.**

The County will advertise a bid for an independent contractor to provide the labor, materials, and equipment necessary for the installation of the early warning railroad signal at the intersection of Mirror Lake Boulevard and Conners Road.

**2.**

Attached hereto as Exhibit A is a cost estimate for the labor, materials and equipment necessary to complete the installation of the early warning railroad signal by the County. However, the City will reimburse the County for the actual cost of the installation.

3.

The City will contract directly with Norfolk Southern for the portion of the early warning signal system work that must be performed by the railroad to connect the early warning signal to its system.

4.

The County assumes no obligations for maintenance or repair of the early warning railroad signal after the installation is complete, and the City will be responsible for the ongoing maintenance of the early warning railroad signal after installation, except as provided for herein.

5.

The County will bill the City for the cost of the maintenance work performed by the County under this Agreement or other work required to be performed by an independent contractor. The City agrees to make payment to the County within thirty (30) days of receipt of the invoice.

6.

Each party hereto neither waives any immunities provided by law, nor assumes the legal obligations of the opposite party, except as specifically provided herein.

IN WITNESS WHEREOF, the City and the County have caused these presents to be signed by their proper authorities and the City and County seals to be affixed hereto all on the day and year first written above.

**Douglas County Board of Commissioners:**

  
Chairman, Board of Commissioners

Attest:

  
County Clerk  
(County Seal)

**City of Villa Rica:**

  
Mayor

Attest:

  
City Clerk  
(City Seal)



**Douglas County DOT Engineering Estimate #2:**  
**Hardwired Advance Railroad Warning Signal**

Report for: City of Villa Rica  
Location: Conners Road & Mirror Lake Road  
Estimate prepared by: Pattillo

Date submitted: 3/23/18  
Date of original incident:  
Work Order:

**Description of work performed:** Quote to provide advanced notification to drivers that RxR crossing may have active train out of direct view blocking traffic.

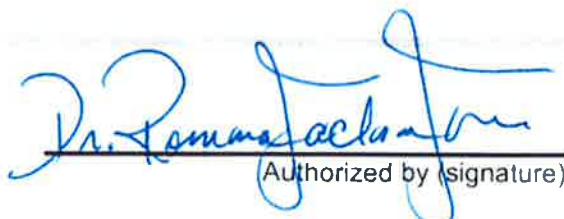
| Equipment    | Qty | Hourly Rate | Hours | Total    |
|--------------|-----|-------------|-------|----------|
| Bucket Truck | 1   | \$100.00    | 24.00 | 2,400.00 |
| Pickup Truck | 1   | \$65.00     | 24.00 | 1,560.00 |

**Equipment Subtotal:** \$3,960.00

| Parts                                                             | Price Per Unit | Qty      | Total       |
|-------------------------------------------------------------------|----------------|----------|-------------|
| Aerial Installation Pricing in Engineering Design and Contingency |                | 1,703.00 | *           |
| 6 AWG Copper Wire                                                 | \$1.45         | 2,000.00 | \$2,900.00  |
| Advanced Warning Flasher w/ 36" x36" LED Blank                    | \$5,000.00     | 3.00     | \$15,000.00 |
| Wood Poles                                                        | \$2,000.00     | 3.00     | \$6,000.00  |
| Engineering Design and Contingency                                | \$30,000.00    | 1.00     | \$30,000.00 |
|                                                                   |                |          | \$0.00      |
|                                                                   |                |          | \$0.00      |
|                                                                   |                |          | \$0.00      |
| (Requires a separate NSRailRoad Agreement Fees w/PE & Install     | \$20,006.65)   |          | \$0.00      |
|                                                                   |                |          | \$0.00      |
|                                                                   |                |          | \$0.00      |
|                                                                   |                |          | \$0.00      |
|                                                                   |                |          | \$0.00      |
|                                                                   |                |          | \$0.00      |
|                                                                   |                |          | \$0.00      |

**Parts Subtotal:** \$53,900.00

**Total:** \$57,860.00

  
(Authorized by (signature))

                      
Date

The above listed pricing includes ALL initial costs to repair/replace damaged equipment with either contractor services and/or county employees. If both parties are involved then county employees role(s) become that of inspector(s) for the project and are a requirement of the repair. Additional charges may be incurred depending on circumstances in the field.

THIS AGREEMENT, made and entered by and between

**NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation, hereinafter referred to as "Railway"; and

**CITY of VILLA RICA**, a Georgia government entity, hereinafter referred to as "Sponsor":

W I T N E S S E T H :

WHEREAS, Sponsor, at its own cost and expense, is seeking to modification to a portion of an existing **public** road or highway known as **Connors Road**, hereinafter called "Crossing," upon and across, at grade, the right of way or property and track (whether more than one track) of Railway, located at Milepost **668.95**, DOT **726606B**, at or near **Villa Rica**, **Douglas** County, **Georgia**, located substantially as shown upon print of Drawing marked **Exhibit "A"**, attached hereto and made a part of this Agreement; and

WHEREAS, Sponsor has requested Railway to perform certain work in connection with the improvement of the Crossing, all of which Railway is willing to do, but upon the terms and conditions hereinafter expressed and contained;

NOW THEREFORE, the PARTIES HERETO agree as follows;

1. Railway will, for the accommodation of and at the expense of Sponsor, perform the work of constructing the signal facilities and other railway facilities in such manner as may be necessary to this project, all in accordance with plans, specifications and estimates prepared by Railway; said plans, specifications and estimates being made a part hereof by reference. Sponsor will pay to Railway, promptly upon bill rendered therefor, the actual cost of all work performed by Railway in connection with the improvement of the Crossing, including installation of automatic grade crossing warning devices, and including, but not limited to the expenditures herein expressly described. The cost of the work to be performed by Railway in connection with the installation of the Signals has been estimated to be **\$20,006.65**, said estimate dated **January 23, 2018**, being attached hereto as **Exhibit "B"** and made a part hereof.

2. The Signals shall be maintained in operation by Railway, so long as Railway may operate its railway at the Crossing, or until it is mutually agreed between the parties hereto that the Signals are no longer necessary at the Crossing, or until the Crossing is abandoned, removed from the county road system, made into a crossing, or other legal requirements make it necessary to cease operation and maintenance of the Signals; If vandalism or damage occurs to the Signals, Sponsor will pay to Railway over and above class rate costs for repair and/or replacement of the vandalized or damaged Signals.

3. In order to contribute toward the safety of train and motor vehicle operations at the Public Crossing, Sponsor will:

- (a) At all times during the life of this Agreement, keep the vegetation on its property cut in such manner and to such extent as is necessary to permit a person approaching the Public Crossing from either direction to see approaching trains

before such person reaches a position on or near the Public Crossing. Sponsor also will prevent the erection on its premises of any structures that would interfere with the view of approaching trains or other rail equipment operating on said track.

- (b) At no time will Sponsor's personnel or contractors be on Railway property without appropriate Railway personnel present for the aforementioned Work. Additionally, due to Road Worker Protection rules (49 CFR 214) at no time will Sponsor personnel or contractors perform any work within 25 feet of Railway Track(s) regardless of location without Railway personnel present as necessary to provide required protection for train movements. The Sponsor will reimburse the Railway for actual costs associated with this Work.

4. Right-of-Entry. Railway, insofar as its rights and title enables it to do so and subject to its rights to operate and maintain its Railway and Railway appurtenances along, in, and over its right-of-way, grants Sponsor, its agents and/or contractors, without compensation, the right to enter upon the Premises, for the purpose of installation, construction, maintenance, operation and removal of the Facilities, provided that, prior to entry upon lands of Railway, any agent and/or contractor of Sponsor must execute and deliver to Railway a standard contractor right-of-entry agreement in a form approved by Railway in its sole discretion, together with any certificate(s) of insurance required therein. Furthermore, any crossing of Railway tracks by Sponsor or any of its agents and/or contractors must be addressed by a standard temporary crossing agreement in a form approved by Railway in its sole discretion.

5. Interconnection of Traffic Control Equipment with Grade Crossing Warning Devices. Sponsor proposes an interconnection of traffic control equipment associated with nearby advance notification signage with the subject grade crossing warning devices as part of the Railroad Project. Railway hereby agrees to the simultaneous preemption interconnection, at Sponsors sole cost and expense, of said traffic control equipment with said crossing detection equipment of Railway at the intersection(s) near subject crossing as set forth in the plans subsequently submitted to the Sponsor for review and approval. Railway shall have and assume the same responsibilities and obligations with respect to its grade crossing warning devices, and the operation thereof, that it had prior to the work permitted hereunder. Sponsor shall have and assume responsibility for the Interconnection and the operation or function thereof. If ownership of the interconnection is transferred from the Sponsor to a new owner, all responsibilities of the interconnection laid out in this agreement shall be included in the agreement transferring the interconnection to the new owner. The new owner shall have and assume all obligations with respect to the interconnection. Railway shall not assume any additional responsibilities or obligations following transfer to a new owner.

In making said interconnection, Sponsor and its contractors shall conform to such specifications as may be prescribed by Railway, and in accordance with sequence charts prepared by Sponsor and provided as information to Railway, which said sequence charts (if applicable) are made a part of this Agreement whether or not the same are attached hereto. Sponsor acknowledges and agrees that Railway assumes no responsibility for, and releases Railway from all liability or loss arising from or related to, the

timing or sequencing of the highway traffic signals and the grade crossing warning devices, and the maintenance, operation, use, fitness or suitability of the highway traffic signals and related cables connecting the highway traffic signals to the grade crossing warning devices. Sponsor acknowledges and accepts that the timing of the warning devices that Railway will install will be based on formula track footage and that actual timing may vary based on train move. Sponsor assumes liability for any timing beyond FRA required minimum timing as set out in 49 CFR § 234.259. The work of making said interconnection and of maintaining the same hereafter shall be subject to the inspection, supervision and approval of the Superintendent of Railway, or his duly authorized representative; it being understood and agreed that Railway shall be under no obligation to furnish electric current for the operation of said traffic light signals of Sponsor.

In the event that the proper use, maintenance and control of the right of way or property of Railway, or the proper construction, maintenance or use of communication or signal wires located thereon, shall hereafter make necessary any change in the location of said traffic control equipment and related facilities of Sponsor, or any change in the interconnection of said traffic control equipment and Railway flashing light signals, Sponsor agrees to make such change(s), at Sponsors sole cost and expense, within thirty (30) days after written notice by Railway so to do; or, in default thereof, Railway may make such change(s), at the sole cost and expense of Sponsor.

Sponsor shall have and assume sole responsibility for its interconnection with the grade crossing warning devices of Railway and the operation or function thereof. If there is a malfunction in the Sponsors equipment that is interconnected with the Railways grade crossing warning devices at subject crossing, or the equipment is otherwise inoperable or needs to be repaired or serviced, Sponsor shall promptly notify the Railways dispatcher office of the situation, and will provide at least one uniformed law enforcement officer to flag traffic over the subject grade crossing until Sponsor has its equipment back operational and functioning as intended.

6. Indemnification. Sponsor hereby agrees to indemnify and save harmless Railway, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorneys' fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever occurring which arises or in any manner grows out of (a) the presence of Sponsor, its employees, agents and/or contractors on or about the Premises, regardless of whether negligence on the part of Railway, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any allegation that Railway is an employer or joint employer of a Sponsor or is liable for related employment benefits or tax withholdings; or (c) any decision by Railway to bar or exclude Sponsor from the Premises pursuant to the terms of this Agreement.

7. Insurance.

(a) Without limiting in any manner the liabilities and obligations assumed by Sponsor under any other provision of this Agreement, and as additional

protection to Railway, Sponsor shall, at its expense, procure and maintain with insurance companies satisfactory to Railway, the following insurance policies:

- (i) A Commercial General Liability Insurance Policy having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railway as the certificate holder and as an additional insured, and shall include a severability of interests provision; and,
  - (ii) An original Railroad Protective Liability Insurance Policy naming Railway as a named insured and having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period.
- (b) All insurance required under the preceding subsection (a) shall be underwritten by insurers and be of such form and content, as may be acceptable to Railway. Prior to the commencement of installation or maintenance of the Facilities or any entry on Railway's property, Sponsor shall furnish to Railway's Director Risk Management, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Sponsor in writing), for approval, the original policy described in subsection (n)(ii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(i).

8. Special Provisions for Protection of Railway Interests. In connection with the operation and maintenance of the Facilities, it is agreed that the safety of people and the safety and continuity of Railway's rail operations shall be of first importance. Sponsor shall require its employees, agents, contractors, and invitees to utilize and comply with Railway's directives in this regard and shall require its contractor(s), if any, to comply with all NSR Special Provisions, attached hereto, and herein incorporated by reference, including any future amendments, as Appendix E. As used in the NSR Special Provisions, Sponsor is the "contractor" should Sponsor enter onto the Premises to perform any work contemplated by this Agreement. To ensure such compliance, Sponsor shall assign a project manager to function as a single point-of-contact for Sponsor. Said project manager is referred to as the "Sponsor's Engineer" in Appendix E.

9. Safety of Railway Operations. If Railway becomes aware of any safety violations committed by Sponsor, its employees, agents and/or contractors, Railway shall so notify Sponsor, and

Sponsor shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, Railway may take corrective actions and shall notify Sponsor promptly thereafter. Sponsor shall reimburse Railway for actual costs incurred in taking such emergency measures. Railway assumes no additional responsibility for safety on the Premises for Sponsor, its agents/or contractors by taking these corrective actions, and Sponsor, its agents/contractors shall retain full responsibility for such safety violations.

10.     Corrective Measures. If Sponsor fails to take any corrective measures requested by Railway in a timely manner, or if an emergency situation is presented which, in Railway's judgment, requires immediate repairs to the Facilities, Railway, at Sponsor's expense, may undertake such corrective measures or repairs as it deems necessary or desirable.

11.     Railway Changes. If Railway shall make any changes, alterations or additions to the line, grade, tracks, structures, roadbed, installations, right-of-way or works of Railway, or to the character, height or alignment of the Electronic Systems, at or near the Facilities, Sponsor shall, upon thirty (30) days prior written notice from Railway and at its sole expense, make such changes in the location and character of the Facilities as, in the opinion of the chief engineering officer of Railway, shall be necessary or appropriate to accommodate any construction, improvements, alterations, changes or additions of Railway.

12.     Assumption of Risk. Unless caused solely by the negligence of Railway or caused solely by the willful misconduct of Railway, Sponsor hereby assumes all risk of damage to the Facilities and Sponsor's other property relating to its use and occupation of the Premises or business carried on the Premises and any defects to the Premises; and Sponsor hereby declares and states that Railway its officers, directors, agents and employees shall not be responsible for any liability for such damage.

13.     It is agreed that Railway shall be exempt from any and all charges or assessments of any kind or character on account of the location, construction and/or improvement or maintenance of the Public Crossing within the limits of the right of way or property of Railway pertaining to work performed by Railway in making the Modifications described in this Agreement or in performing maintenance.

14.     If future highway traffic conditions or amendments to 49 CFR Part 222, require that the Project be upgraded, or require the separation of grades at the Public Crossing, Sponsor may, at the Sponsor's option, request that Railway, at no expense to Railway, install and/or upgrade and maintain said additional signals, or Sponsor may, at the Sponsor's option and at no expense to Railway, construct and maintain such grade separation structures as may be necessary, without contribution by Railway to the cost of said additional signals or structures.

15.     Should the use of the Public Crossing be abandoned as a public roadway, then all rights hereby granted to Sponsor and duties assumed by the Sponsor shall thereupon cease and terminate. The Sponsor shall install and maintain barricades at the crossing being abandoned. The Sponsor's Interconnection remaining in right-of-way of the Railway will be deemed abandoned by the Sponsor.

16. The Sponsor shall keep other warning devices as specified in the Manual of Uniform Traffic Control Devices, for which they have sole responsibility such as, but not limited to, pavement markings, advance warning signs (W-10-1), etc., in good functional condition as long as the crossing is open for public use or until this agreement is terminated.

17. The word "Railway" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by Railway. Said term also shall include Railway's officers, agents and employees, and any parent company, subsidiary or affiliate of Railway and their officers, agents and employees.

18. This Agreement shall take effect as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in duplicate, each being an original, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESS:

By: \_\_\_\_\_  
(for Railway)

\_\_\_\_\_  
As to Railway

Title: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_  
(for Sponsor)

\_\_\_\_\_  
As to Sponsor

Title: \_\_\_\_\_

Bill To: \_\_\_\_\_

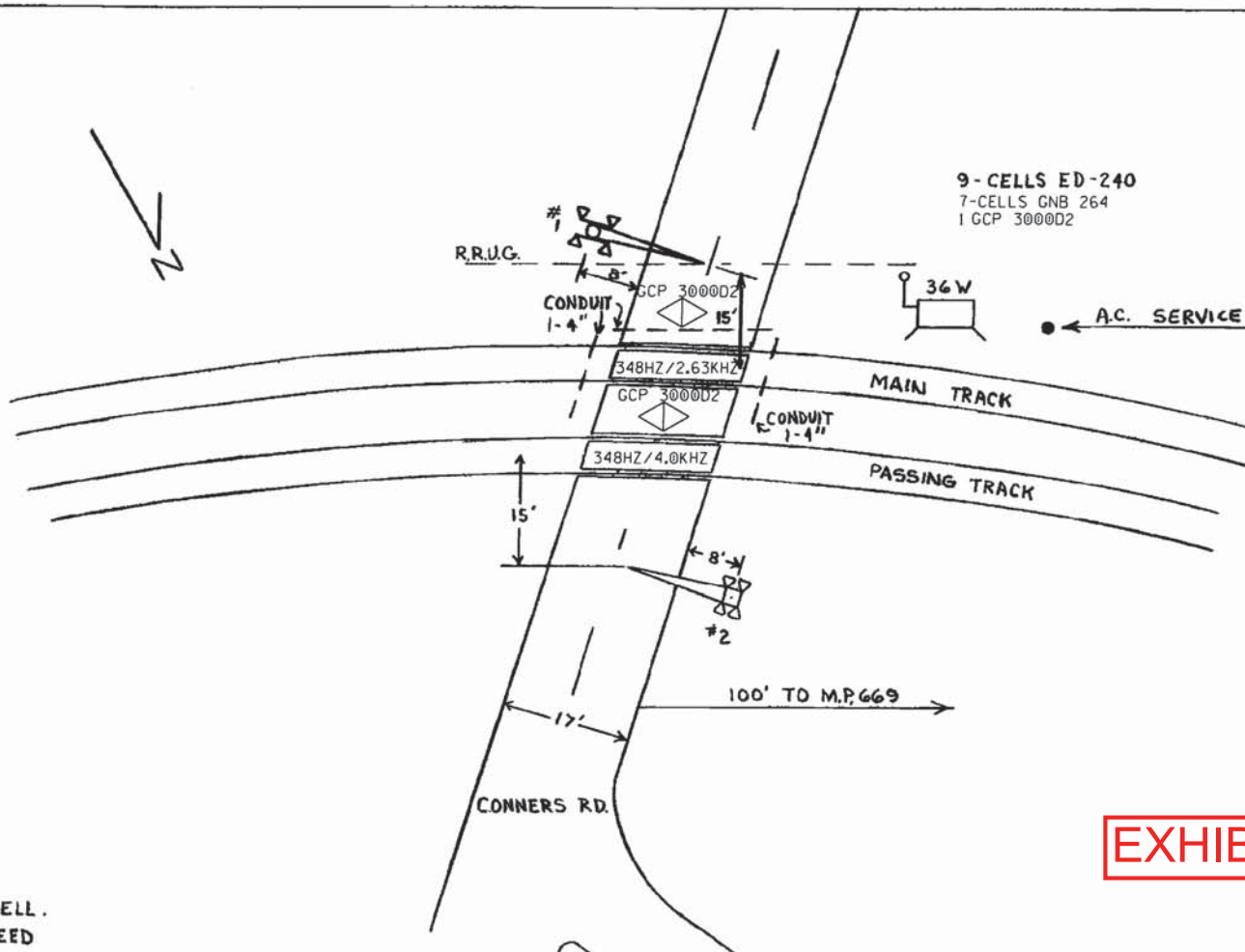
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

AUSTELL  
(EAST)  
M.P. DECREASING

IRONDALE JCT.  
(WEST)  
M.P. INCREASING



- NOTES:-
1. SIGNAL #1 TO HAVE BELL.
  2. MAXIMUM TRAIN SPEED 35 M.P.H.

EXHIBIT "A"

DOT NO. 726-606 B

SCALE 1"=20'

FILE NO. 061-03.591

FLASHING LIGHT CROSSING SIGNALS  
WITH GATES CONNERS RD.  
VILLA RICA, GA MP. 668.95

NORFOLK SOUTHERN RAILWAY CO. - Communications & Signals

SITUATION PLAN

IN SERVICE:  
9-19-77

DATE:  
9-10-76

DESIGNED:  
TESCO

DRAWN:  
W.B.G.

CHECKED:

PAGE  
NO. 1 OF 10

DWG.  
NO. SE-7230-P

UPGRADE  
8-31-81

M-3006  
GVE/12-04-15  
URL/01-11-16

2-14-86

REVISIONS



18-Jan-23

**Detailed Estimate for Grade Crossing Warning Devices**

City/State: VILLA RICA, GA  
MilePost: 668.95  
State Proj. No.:  
S&E Proj. No.: 03.2187  
Man Days: 15

Road: CONNERS RD  
DOT/AAR: 726606b  
County: DOUGLAS  
File Number: CX0104399

| ***Purchases - Others***                                           |            |                    |
|--------------------------------------------------------------------|------------|--------------------|
| Meals and Lodging:                                                 | \$2,051.78 |                    |
| Rental of Equipment:                                               | \$2,804.78 |                    |
| (2 Trucks, 1 Backhoe w/ Trailer<br>and 1 Pipe-Pusher for 2.5 Days) |            |                    |
| Construction Supervision Vehicle:                                  | \$429.04   |                    |
| Purchases - Other Total:                                           |            | \$5,285.60         |
| ***Material And Additives***                                       |            |                    |
| Material Cost:                                                     | \$3,000.00 |                    |
| Sales and Use Tax:                                                 | \$240.00   |                    |
| Material Handling Freight:                                         | \$300.00   |                    |
| Material Total:                                                    |            | \$3,540.00         |
| ***Labor And Additives***                                          |            |                    |
| Labor Cost:                                                        | \$4,830.00 |                    |
| (6 man crew at \$1932.00 a day for: 2.5 days)                      |            |                    |
| Payroll Tax & Overheads:                                           | \$4,118.06 |                    |
| Preliminary Engineering:                                           | \$822.15   |                    |
| Construction Supervision:                                          | \$1,410.84 |                    |
| Labor Total:                                                       |            | \$11,181.05        |
| Project Cost:                                                      |            | \$20,006.65        |
| Scrap / Salvage Credit:                                            |            | \$0.00             |
| <b>Project Total:</b>                                              |            | <b>\$20,006.65</b> |

Estimated on: 18-Jan-23

Estimated by: BF2CC

Estimate valid for 1 year from date of estimate

**EXHIBIT "B"**