

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

City of Villa Rica



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

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

MAYOR & COUNCIL WORK SESSION AGENDA

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

March 1, 2018 | 3:00 PM

A. Meeting Call to Order (Mayor Jeff Reese)

B. Presentations: Lindsey Pfau, Executive Director, Keep Carroll Beautiful

C. Review of the Agenda (Mayor Jeff Reese)

D. Governing Body (Mayor Jeff Reese)

1. Approval of Meeting Minutes:
 - a. Special Called Meeting of January 18, 2018
 - b. Monthly Meeting of February 6, 2018

2. Pet Event at the MILL

E. Finance (Sarah Hefty, CFO)

1. January 2018 Financial Update
2. Ordinance for Better Collection and Administration of Hotel-Motel Tax
3. Bank of the Ozarks - Security Agreement and Custodial Services Agreement
4. Update Fees and Deposit Amounts for Utility Billing

F. Community Development (Bobby Elliott, Director)

1. ABL-02-18: Alcohol Beverage License for PKR Investments, LLC: Approval to allow applicant to sell retail package malt beverages & wine at 205 S. Carroll Road, Villa Rica, GA 30180
2. RA-05-18: Rezoning of property located at 78 Herrell Road, Villa Rica, GA 30180
3. RA-04-17: Rezoning of property located at 1030 Third Street, Villa Rica, GA 30180

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

1. Fullerville Trailhead - Georgia Department of Transportation Supplemental Agreement (PI 0010457)
2. July 3rd Fireworks Display Contractor Recommendation
3. July 3rd Fireworks Entertainment - Departure Band

H. Public Works (Pete Zorbanos, Director)

1. Emergency Purchases Over \$10,000

I. Police Department (Chief Michael Mansour)

1. Railroad Fines 2018
2. Discussion of Peddlers Permits

J. 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.

K. Consent Agenda Review and Adjournment

L. Adjournment

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SPECIAL CALLED COUNCIL MEETING MINUTES CHARTER REVIEW

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

Meeting Call to Order (Mayor Jeff Reese)

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

Adoption of the Agenda (Mayor Jeff Reese)

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

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

A. Review Charter – Mayor Jeff Reese

The Mayor and City Council reviewed the proposed charter changes.

B. Executive Session – David Mecklin, City Attorney

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

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

The Council came back from Executive Session and into Regular Session by a motion from Councilman Verland Best, seconded by Councilman Danny Carter. Vote: 4/0. The vote was unanimous. City Attorney David Mecklin reported there was no action taken in Executive Session.

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

Jeff Reese, Mayor

Alisa Doyal, City Clerk



SELF-FUNDED INSURANCE



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ordinance for Better Collection and Administration of Hotel-Motel Tax
AGENDA DATE: March 6, 2018

DATE PREPARED: 2/19/2018
PREPARED BY: Sarah Hefty

AMOUNT: N/A
GL ACCOUNT #:

PURPOSE: To better define the City's policies in regards to the collection and administration of Hotel-Motel Tax.

BACKGROUND: In December 2017, the council approved The Resource Professionals Group (TRPG), a subcontractor of the Georgia Municipal Association (GMA), to audit the hotels/motels in the City for compliance. TRPG has begun the audit process and is now in contact with each hotel in the City. As part of their engagement, TRPG has provided a sample ordinance for the administration of Hotel-Motel Tax.

STAFF RECOMMENDATION: To adopt the prescribed ordinance so that we clearly define our collection and administration policies for hotel-motel tax, including expectations and consequences, while TRPG begins the audit process.

MOTION: I move that we adopt the ordinance providing for better collection and administration of hotel-motel tax.

ORDINANCE NO. 18 -

AN ORDINANCE OF THE CITY OF VILLA RICA PROVIDING FOR THE BETTER COLLECTION AND ADMINISTRATION OF A HOTEL - MOTEL TAX

BE IT ORDAINED THAT:

Section 1. Definitions.

The following words, terms and phrases shall, for the purposes of this ordinance and except where the context clearly indicates a different meaning, be defined as follows:

City. The City of Villa Rica and, variously, the incorporated territory of Villa Rica, wherein the city government is empowered to impose this tax by **OCGA** 48-13-50, et seq.

City Manager. The duly appointed City Manager of the city or his designee.

Due date. The twentieth (20th) day after the close of the monthly period for which the tax is to be computed.

Estimated tax liability. The lodging provider's prospective tax liability based upon the average monthly tax remittance in the prior fiscal year, as adjusted for change in tax rate or substantial change in circumstances due to damage to the hotel.

Folio. Primary documentation produced by a hotel that demonstrates interaction between the lodging provider and the occupant, and which, at a minimum, reflects the name and address given by the occupant, the date(s) of occupancy, the amount of rent charged for each date together with the amounts of applicable excise tax, and the method(s) of payment.

Guest room. Accommodations occupied, or intended, arranged, or designed for transient occupancy, by one (1) or more occupants for the purpose of living quarters or residential use.

Hotel. Any facility or any portion of a facility, including any lodging house, rooming house, dormitory, Turkish bath, bachelor hotel, studio hotel, motel, motor hotel, auto or trailer court, truckstop, tourist cabin, campground, lodge, inn, time-share or other condominium, apartment community, public club, or private club, containing guest accommodations and which is occupied, or is intended or designed for occupancy, by paying guests, whether rent is paid in money, goods, labor, or otherwise. It does not include any hospital, asylum, sanitarium, orphanage, jail, prison, or other facility in which human beings are housed and detained under legal restraint.

Lodging Provider. Any person operating a hotel in the city including, but not limited to, the owner or proprietor of such premises, lessee, sub-lessee, lender in possession,

licensee or any other person operating such hotel; and who is subject to the taxation imposed for furnishing for value to the public any rooms, lodgings, or accommodations.

Monthly period. The calendar months of any year.

Occupancy. The use or possession, or the right to the use or possession of any guest room in a hotel or the right to the use or possession of the furnishings or to the services and accommodations accompanying the use and possession of the guest room.

Occupant. Any person who, for a consideration, uses, possesses, or has the right to use or possess any guest room in a hotel under any lease, concession, permit, right of access, license to use or other agreement, or otherwise.

Permanent resident. Any occupant who, as of a given date, has or shall have occupied or has or shall have the right of occupancy of any guest room in a hotel for not less than thirty (30) continuous days next preceding such date.

Person. Any individual, firm, partnership, joint adventure, association, social club, fraternal organization, joint stock company, corporation, cooperative, estate, trust, receiver, trustee, syndicate, or any other group or combination acting as a unit, the plural as well as the singular number; excepting the United States, the State of Georgia and any instrumentality of either thereof upon which the city is without power to impose the tax.

Rent. The consideration received for occupancy valued in money, whether received in money or otherwise, including all receipts, cash, credits, and property or services of any kind or nature, and also the amount for which credit is allowed by the lodging provider to the occupant, without any deduction therefrom whatsoever.

Tax. The tax on occupants imposed by this and prior ordinance, as provided for by **OCGA 48-13-50, et seq.**, specifically 48-13-51 Villa Rica.

Section 2. Tax rate.

There shall be paid for every occupancy of a guest room in a hotel in the city a tax at the rate of eight percent (8%) of the amount of rent unless an exemption is provided under Section 4.

Section 3. Collection of tax by lodging provider.

Every lodging provider furnishing guest rooms in a hotel in the city shall collect a tax of eight percent (8%) on the amount of rent from the occupant unless an exception is provided under Section 4. The lodging provider shall provide a receipt to each occupant, which receipt shall reflect both the amount of rent and the amounts of this and other tax applicable. This tax shall be due from the occupant, and shall be collected by the lodging provider at the same time that the rent is collected. The lodging provider shall be liable to the city for the full amount received or collected as tax, whether collected appropriately or inappropriately; and for any amount of tax that should have been collected, but was not.

- (a) Any person who receives or collects the tax or any consideration represented to be the tax from another person holds the amount so collected in trust for the benefit of the city and is liable to the city for the full amount collected, plus penalty and interest.
- (b) An individual who controls or supervises the collection of the tax from another person, or an individual who controls the accounting for or remittance of the tax, and who willfully fails to remit or cause to be remitted the tax is liable as a responsible individual for an amount equal to the tax not remitted or caused to be remitted, plus penalty and interest. The dissolution of a corporation, partnership or other business or fraternal association does not affect a responsible individual's liability under this sub-section. Furthermore, the liability imposed by this sub-section shall be in addition to any other penalty provided by law.

Section 4. Exceptions.

No tax shall be collected from an occupant after becoming a permanent resident; or from an occupant who certifies in writing that he is staying in such accommodations as a result of his residence having been rendered uninhabitable by fire or other casualty; or from the United States and the State of Georgia or any instrumentality of either thereof; or from any official or employee of the State, its units of local government or any other instrumentality of the State, when traveling on official business and presenting written substantiation thereof or paying by State or local government credit or debit card; or from a foreign sovereign enjoying exemption by treaty or consular convention, when presenting substantiation issued by the United States Department of State. Occupancy provided without charge in money or otherwise is not subject to this tax.

Section 5. Registration of lodging provider; form and contents; execution; certificate of authority.

Every person engaging or about to engage in business as a lodging provider in the city shall immediately register with the city manager on a form provided by said official. Persons engaged in such business must so register not later than thirty (30) days after the date that this ordinance becomes effective. Such registration shall set forth the name under which such person transacts business or intends to transact business, the location of his place(s) of business and such other information which would facilitate the administration of the tax as prescribed by the city manager. The registration shall be signed by the owner if a natural person; in case of ownership by an association or partnership, by a member or partner; in case of ownership by a corporation, by an officer. The city manager shall, after such registration, issue without charge a certificate of authority to each lodging provider to collect the tax from the occupant. A separate registration shall be required for each place of business of a lodging provider. Each certificate shall state the name and location of the business to which it is applicable.

Section 6. Determination generally; returns; payments.

(a) Due date of taxes. All amounts of such tax shall be due and payable to the city manager monthly on or before the twentieth (20th) day of the month next succeeding the respective monthly period. The tax shall become delinquent for any monthly period after the twentieth (20th) day of each succeeding month during which it remains unpaid.

(b) Penalty and interest for failure to pay tax by due date. A lodging provider who fails to make any return or to pay the amount of tax as prescribed, shall be assessed a specific penalty to be added to the tax in the amount of five percent (5%) or five dollars (\$5.00), whichever is greater, if the failure is for one (1) month or less; and an additional five percent (5%) or five dollars (\$5.00), whichever is greater, for each additional month or fraction thereof in which such failure shall continue; provided, however, that the aggregate penalty for any single violation shall not exceed twenty-five percent (25%) or twenty-five dollars (\$25.00), whichever is greater. Delinquent amounts shall bear interest monthly, or fraction thereof, until paid at the rate set forth in **OCGA** Section 48-2-40.

(c) Acceptance of delinquent return and remittance without imposing penalty and interest; authority; requirements. If the failure to make any return or to pay the amount of tax by the due date results from providential cause shown to the satisfaction of the governing authority of the city by affidavit attached to the return, and remittance is made within ten (10) days of the due date, such return may be accepted exclusive of penalty and interest.

(d) Waiving of penalty and interest; authority. **OCGA** Section 48-2-41, relating to the authority to waive interest, and Section 48-2-43, relating to the authority to waive penalty, shall apply; provided, however, that the governing authority shall stand in lieu of the Georgia Commissioner of Revenue, and the city shall stand in lieu of the State.

(e) Penalty for fraud. In the case of a false or fraudulent return, or of failure to file a return where willful intent exists to defraud the city of any tax due, a penalty of fifty percent (50%) shall be assessed.

(f) Return; remittance; time of filing; lodging providers required to file; contents. On or before the twentieth (20th) day of the month succeeding each monthly period, a return for the preceding monthly period together with appropriate remittance shall be filed with the city manager. The return shall report the gross rent, taxable rent, exempt rent, amount of tax collected or otherwise due for the period, and such other information as may be required by the city manager. However, if the estimated tax liability for any monthly period shall exceed two thousand five hundred dollars (\$2,500.00) for a lodging provider who, in the prior fiscal year remitted tax greater than two thousand five hundred dollars (\$2,500.00) in any three (3) consecutive months, such lodging provider shall file an estimated return and remit not less than fifty percent (50%) of the estimated tax liability for the monthly period by the twentieth (20th) day of that same monthly period. The amount of tax so remitted shall be credited against the amount to be due with the regular return for the monthly period to be filed on the twentieth (20th) day of the succeeding month.

(g) Extension of time of filing; authority; requirements; remittance; penalty and interest. The governing authority of the city may, for good cause, extend the time for making returns for not longer than thirty (30) days. No extension shall be valid unless granted in writing upon written application of the lodging provider. Such grant may not be applicable for longer period than twelve (12) consecutive months. A lodging provider granted an extension shall remit tax equaling not less than one hundred percent (100%) of the tax paid for the corresponding period of the prior fiscal year; such remittance to be made on or before the date the tax would otherwise come due without the grant of extension. No penalty or interest shall be charged during the first ten (10) days of the extension period. Thereafter, interest shall be collected on the unpaid balance at the rate set forth in **OCGA** Section 48-2-40.

(h) Collection fee allowed lodging providers. Lodging providers collecting the tax shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting and paying the amount due, if the amount is not delinquent at the time of payment. The rate of the deduction shall be three percent (3%) of the amount due, but only if the amount due was not delinquent at the time of payment.

Section 7. Deficiency determinations.

(a) Recomputation of tax; authority to make; basis of recomputation. If the city manager is not satisfied with the return or returns of the tax or the amount of the tax required to be paid to the city by any lodging provider, he may compute and determine the amount required to be paid upon the basis of any information within his possession or that may come into his possession. One (1) or more deficiency determinations may be made of the amount due for one (1) or more monthly periods.

(b) Penalty and interest for failure to pay tax. Penalty and interest shall be assessed upon the amount of any determination, as provided by Section 6.

(c) Notice of determination; service of. The city manager shall give to the lodging provider written notice of his determination. The notice may be served personally or by mail; if by mail, such service shall be addressed to the lodging provider at his address as it appears in the records of the city. Service by mail is complete when delivered by certified mail with a receipt signed by the addressee, or when made by statutory overnight delivery.

(d) Time within which notice of deficiency determination to be mailed. Except in cases of failure to make a return or of fraud, every notice of deficiency determination shall be mailed within three (3) years after the twentieth (20th) day of the calendar month following the monthly period for which the amount is proposed to be determined, or within three (3) years after the return is filed, whichever period should last expire.

(e) Appeal or protest of deficiency determination. The procedure for contesting a deficiency determination shall be as provided by **OCGA** Section 48-5-380.

Section 8. Determination if no return made.

(a) Estimate of gross receipts. If any lodging provider fails to make a return, the city manager shall make an estimate of the amount of the gross receipts of the lodging provider, or as the case may be, of the amount of total rentals in the city which are subject to the tax. The estimate shall be made for the period or periods in respect to which the lodging provider failed to make the return and shall be based upon any information which is or may come into the possession of the city manager. Written notice shall be given in the manner prescribed in Section 7(c).

(b) Penalty and interest for failure to pay tax. Penalty and interest shall be assessed upon the amount of any determination, as provided by Section 6.

Section 9. Collection of tax by city.

(a) Action for delinquent tax; time for. At any time within three (3) years after any tax or any amount of tax required to be collected becomes due and payable, and at any time within three (3) years after the delinquency of any tax or any amount of tax required to be collected, the city manager may bring an action in a court of competent jurisdiction in the name of the city to collect the amount delinquent together with penalty, interest, court fees, filing fees, attorney's fees and other legal fees incident thereto.

(b) Lodging provider selling or quitting business. If any lodging provider liable for any amount under this ordinance sells out his business or quits his business, he shall make a final return and remittance within fifteen (15) days after the date of selling or quitting the business.

(c) Duty of successors or assignees of lodging provider to withhold tax from purchase money. If any lodging provider liable for any amount of tax, interest or penalty under this ordinance sells out his business or quits the business, his successors or assigns shall withhold sufficiently from the purchase price to cover such amount until the former owner produces from the city manager either a receipt reflecting full payment or a certificate stating that no amount is due.

(d) Liability for failure to withhold. If the purchaser of a business fails to withhold from the purchase price as required, he shall be personally liable for the payment of the amount required to be withheld by him to the extent of the purchase price.

(e) Credit for tax, penalty or interest paid more than once or erroneously or illegally collected. Whenever the amount of any tax, penalty or interest has been paid more than once, or has been erroneously or illegally collected or received by the city, it may be refunded by the governing authority. If the lodging provider or person determines that he has overpaid or paid more than once, which fact has not been determined by the city manager, such person shall have three (3) years from the date of payment to file a claim in writing stating the specific ground upon which the claim is founded. The claimant may

request a hearing before the governing authority at which the claim and any other information available will be considered. The governing authority shall approve or disapprove the claim, and notify the claimant of its action.

Section 10. Administration of ordinance; record keeping.

(a) Authority of city manager. The city manager shall administer and enforce the provisions of this ordinance for the collection of the tax.

(b) Records required from lodging providers, etc.; form. Every lodging provider renting guest rooms in the city shall preserve, for a minimum of three (3) years, all folios, receipts, certificates of exemption and such other documents as the city manager may prescribe, and in such form as he may require. Said records shall at all times be available for examination within the city.

(c) Examination of records; audits. The city manager or any person authorized in writing by him may examine the books, papers, records, financial reports, equipment and other facilities of any lodging provider renting guest rooms and any lodging provider liable for the tax, in order to verify the accuracy of any return made, or if no return is made by the lodging provider, to ascertain and determine the amount required to be paid. Such examination shall be conducted at the place of lodging provision, unless the city manager shall stipulate another place within the city.

(d) Authority to require reports; contents. In administration of the provisions of this ordinance, the city manager may require the filing of reports by any person or class of persons having in their possession or custody information relating to the rental of guest rooms which are subject to the tax. The reports shall be filed with the city manager when required by said official, and shall set forth the rental charged for each occupancy, the date(s) of occupancy, the basis for exemption, or such other information as the city manager may prescribe.

Section 11. Violations.

Any lodging provider who fails, neglects or refuses to collect the tax as provided by Section 3 shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than the jurisdictional limit of the Court per day, or confinement for a term not to exceed three (3) months, or both fine and confinement. Any lodging provider who fails or refuses to make any return as provided by Section 6, to keep adequate records or to open them for inspection by the city, or to furnish other data reasonably requested by the governing authority shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than the jurisdictional limit of the Court per day, or confinement for a term not to exceed three (3) months, or both. Any lodging provider who makes a false or fraudulent return with intent to evade the tax shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than the jurisdictional limit of the Court per day, or confinement for a term not to exceed three (3) months, or both. Each and every day

during any portion of which any violation is committed, continued or permitted, shall constitute a separate offense and shall be punished accordingly.

Section 12. Effective date.

This ordinance and the tax levied hereby shall become effective upon its adoption.

PASSED AND ADOPTED THIS DAY OF , 2018.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Bank of the Ozarks Security Agreement for Funds Held in Deposit and Custodial Services Agreement

AGENDA DATE: March 6, 2018

DATE PREPARED: 2/19/2018

PREPARED BY: Sarah Hefty

AMOUNT: n/a

GL ACCOUNT #:

PURPOSE: To secure the City's deposits held at Bank of the Ozarks.

BACKGROUND: It is important for the City to ensure that our deposited funds (bank accounts) are protected in case of bank failure. In order to secure our funds, Bank of the Ozarks pledges securities as collateral. The securities that are pledged must hold a market value of at least 110% of our deposited funds. For example, if we have \$6,000,000 in our pooled account at the bank, the bank must have \$6,600,000 in collateral pledged to the City.

As another layer of protection, Bank of the Ozarks gives another bank, First National Bankers Bank, actual custody of the collateral.

STAFF RECOMMENDATION: To approve the Security Agreement and the Custodial Services Agreement with Bank of the Ozarks in order to collateralize the City's deposited funds.

MOTION: I move that we approve and authorize the Mayor to sign both the Security Agreement for Funds Held in Deposit and the Custodial Services Agreement with Bank of the Ozarks.

**SECURITY AGREEMENT FOR FUNDS HELD IN DEPOSIT
(GEORGIA)**

This Security Agreement for Funds Held in Deposit (this “**Agreement**”) entered into as of the 6th day of March, 2018, by and among City of Villa Rica (the “**Depositor**”), Bank of the Ozarks, Little Rock, Arkansas (the “**Institution**”), and BOTO Holdings, Inc., Frisco, Texas (the “**Pledgor**”).

WITNESSETH:

WHEREAS, the **Depositor** is City of Villa Rica and

WHEREAS, pursuant to the *Official Code of Georgia Annotated*, (O.C.G.A.) § 45-8-10, the **Institution** has been designated as a depository of the funds of City of Villa Rica; and

WHEREAS, the **Pledgor** is a wholly-owned subsidiary of the **Institution** created by the **Institution** solely for the purpose of pledging securities as collateral for the deposit of public funds held by the **Institution**; and

WHEREAS, the **Pledgor** has agreed, on behalf of the **Institution**, to secure the funds of the **Depositor** so deposited with it by conveying to the **Depositor** a security interest in eligible securities of the type eligible to be pledged pursuant to O.C.G.A § 45-8-12 and § 50-17-59, which are owned by the **Pledgor**;

NOW, THEREFORE, in consideration of the **Depositor** depositing certain of its funds with the **Institution**, and for other good and valuable consideration, it is agreed between the **Depositor**, the **Institution**, and the **Pledgor** as follows:

1. For the purpose of securing the funds deposited by the **Depositor** with the **Institution**, the **Pledgor**, on behalf of the **Institution**, hereby agrees to assign, transfer, pledge and convey to the **Depositor** a perfected security interest in eligible securities of the type eligible to be pledged pursuant to O.C.G.A § 45-8-12 and § 50-17-59, which are owned by the **Pledgor**. The securities pledged as collateral hereunder (“**Collateral**”) shall at all times have a market value equal to not less than 110% (the “**Maintenance Percentage**”) of the amount of funds of the **Depositor** so deposited with the **Institution**. Each pledge of securities as **Collateral** hereunder shall be made as follows:

- (a) In the case of any uncertificated securities issued by the United States and registered in the name of the **Pledgor** by First National Bankers Bank of Baton Rouge, or any branch thereof, by delivery by the **Pledgor** to the **Depositor** or a written confirmation setting forth the securities pledged and also by the **Pledgor** identifying on its books and records as being pledged to the **Depositor** specific securities or a quantity of specific securities that constitute or are part of a fungible bulk of securities owned by the **Pledgor**;
- (b) In the case of any uncertificated securities issued by the United States and held for the account of the **Pledgor** by another financial intermediary (a bank or a securities broker-dealer), by delivery by the financial intermediary to the **Pledgor** and the **Depositor** of a written confirmation setting forth the securities pledged, together with identification by the **Pledgor** on its books and records of the pledge of such securities to the **Depositor** and identification by the financial intermediary on its books and records of the pledge of such securities to the **Depositor**;

- (c) In the case of any securities issued in the form of certificates and held in the **Pledgor's** possession, by delivery or transfer of such certificates (in bearer form or with instruments of transfer duly endorsed in blank) to the address or account of the **Depositor**; and
- (d) In the case of any securities issued in the form of certificates and held in the possession of a financial intermediary (a bank or a securities broker-dealer) for the account of the **Pledgor**, by delivery or transfer of such certificates (in bearer form or with instruments of transfer duly endorsed in blank) to the address or account of the **Depositor** or by delivery by the financial intermediary to the **Depositor** and the **Pledgor** of a written confirmation setting forth the securities pledged together with identification by the **Pledgor** on its books and records of the pledge to the **Depositor** of the specific certificated securities held in the financial intermediary's possession and identification by the financial intermediary on its books and records of the pledge to the **Depositor** of the specific certificated securities held in its possession for the account of the **Pledgor**.

Each written confirmation delivered to the **Depositor** pursuant to this Agreement shall set forth, at a minimum, (i) a description of the securities pledged as collateral hereunder, including the type, cusip number, maturity date, interest rate and par amount of each security pledged, (ii) the amount of funds of the **Depositor** on deposit with the **Institution** as of the date of the confirmation, (iii) the market value of the securities pledged as collateral as of a recent date, and (iv) a statement that the confirmation has been delivered to the **Depositor** pursuant to the terms of this Agreement.

2. If at any time the ratio of the market value of the **Collateral** to the amount of funds on deposit with the **Institution** is less than the **Maintenance Percentage**, then the **Pledgor**, on behalf of the **Institution**, shall assign, pledge and convey a security interest and transfer to the **Depositor** securities of the type eligible to be pledged pursuant to *O.C.G.A § 45-8-12 and § 50-17-59*, and in such amount so that the ratio of the market value of such pledged securities to the amount of funds on deposit with the **Institution** shall be at least equal to the **Maintenance Percentage**. Any additional pledge of **Collateral** hereunder shall be approved by an officer of the **Pledgor** duly authorized by resolutions of the Board of Directors of the **Pledgor** to approve substitutions of collateral, releases of collateral, and additional pledges of collateral under this Agreement ("**Duly Authorized Pledgor Officer**").

3. The **Pledgor** shall have the right, from time to time, after approval by a **Duly Authorized Pledgor Officer**, to withdraw any of the pledged securities and substitute therefore other pledged securities of the same type and of like amount of the securities withdrawn upon compliance with the requirements of paragraph 1 hereof and delivery to the **Depositor** of written notice of such substitution, specifically identifying the securities withdrawn and the securities substituted therefore.

4. Any pledge by the **Pledgor** hereunder shall be a continuing pledge and shall secure not only such deposits that are held by the **Institution** at the time of the transfer of the **Collateral** by the **Pledgor** to the **Depositor** hereunder, but also any and all subsequent deposits of funds with the **Institution** by the **Depositor**, notwithstanding the account or accounts in which such funds may be held or identified by the **Institution**.

5. The pledge of **Collateral** by the **Pledgor** to secure the deposits of the **Depositor** with the **Institution** shall be in addition to, and shall in no way eliminate or diminish, any insurance coverage to which the **Depositor** may be entitled under the rules and regulations of the Federal Deposit Insurance Corporation or any private insurance carried by the **Institution** for the purpose of protecting the claims and rights of its depositors.

6. It is agreed that when the **Institution** shall have paid out and accounted for all the funds of the **Depositor** so deposited with the **Institution**, then and in that event any and all securities pledged by the **Pledgor** as **Collateral** under this Agreement shall be released from the security interest created hereunder, and the **Pledgor** and the **Depositor** shall take whatever actions may be necessary to cause a transfer of such securities to the **Pledgor** free and clear of any liens created hereunder.

7. The **Institution** hereby represents to the **Depositor** that (i) it has been designated as a depository pursuant to O.C.G.A § 45-8-1, (ii) the execution and delivery of this Agreement has been approved by its Board of Directors, and (iii) the execution and delivery of this Agreement will not violate or be in conflict with the Articles of Association or By-laws of the **Institution**, any agreement or instrument to which the **Institution** may be a party, or any internal policy of the **Institution** adopted by its Board of Directors.

8. The **Pledgor** hereby represents to the **Depositor** that (i) it is a wholly-owned subsidiary of the Institution (which has been designated as a depository pursuant to O.C.G.A § 45-8-1), (ii) it has, or will have at the time of delivery of any securities as **Collateral** under this Agreement, the right, power and authority to grant a security interest therein with priority over any other rights or interests therein, (iii) the execution and delivery of this Agreement and the pledge of securities as **Collateral** hereunder has been approved by its Board of Directors, and (iv) the execution and delivery of this Agreement and the pledge of securities as **Collateral** hereunder will not violate or be in conflict with the Articles of Association or By-laws of the **Pledgor**, any agreement or instrument to which the **Pledgor** may be a party, or any internal policy of the **Pledgor** adopted by its Board of Directors.

9. All of the terms and provisions of this **Agreement** shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

10. The **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

11. In any action or proceeding which a party may be required to prosecute to enforce its respective rights hereunder, the unsuccessful party therein agrees to pay all reasonable costs incurred by the prevailing party therein, including reasonable attorney's fees, to be fixed by the court, and said costs and attorney's fees shall be made a part of the judgment of said action.

12. This **Agreement** shall be governed by and construed in accordance with the laws of the State of Georgia and it supersedes any and all prior agreements, arrangements or understandings with respect to the subject matter hereof.

13. No provision of this **Agreement** may be waived except by a writing signed by the party to be bound thereby and any waiver of any nature shall not be construed to act as a waiver of subsequent acts.

[Signature page follows]

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

INSTITUTION:

Bank of the Ozarks
Little Rock, AR

Address for Notices:
Bank of the Ozarks
Attn: Drew Harper
P.O. Box 8811
Little Rock, AR 72231

ATTEST:

By:

[Drew Harper] (Signature)

Title: EVP

PLEDGOR:

BOTO Holdings, Inc.
Frisco, TX

Address for Notices:
BOTO Holdings, Inc.
Attn: Kristi Harper
5178 Preston Rd.
Frisco, TX 75034

ATTEST:

By:

[Kristi Harper] (Signature)

Title: Secretary

DEPOSITOR:

City of Villa Rica
Villa Rica, GA 30180

Address for Notices:
City of Villa Rica
Attn: Jeff Reese
571 W. Bankhead
Hwy Villa Rica, GA
30180

ATTEST:

[Jeff Reese, Mayor] (Signature)

CERTIFICATE OF CORPORATE RESOLUTIONS

I, Helen Brown the duly elected, qualified and acting Secretary of Bank of the Ozarks, Little Rock, AR, (“**Institution**”), do hereby certify that set forth below is a true, correct and complete copy of resolutions adopted by the Board of Directors of the **Institution** at a meeting duly convened and held, pursuant to notice properly given or waivers of notice properly made pursuant to applicable banking laws, on March 6th, 2018, at _____ o’clock, __.m., at which meeting a quorum for the transaction of business was at all times present and acting, and that said resolutions, approvals, and authorizations have not been amended or revoked and are now in full force and effect:

RESOLVED, that the Security Agreement for Funds Held in Deposit (“**Agreement**”) by and between Bank of the Ozarks, Little Rock, AR (**Institution**), BOTO Holdings, Inc. (“**Pledgor**”) and of City of Villa Rica (“**Depositor**”), dated as of March 6th, 2018, is hereby approved and the President and the Secretary of the **Institution** be, and they hereby are, authorized, empowered and directed, for and in the name of and on behalf of the **Institution**, to execute such **Agreement** and deliver it to **Depositor** and **Pledgor**; and

FURTHER RESOLVED, that the Secretary of the **Institution** be, and he hereby is, authorized, empowered and directed to maintain the **Agreement** as an official record of the **Institution** until its revocation, rescission or termination; and

FURTHER RESOLVED, that the officers of the **Institution** be, and they hereby are, authorized, empowered and directed to take such actions and to execute and deliver such documents and instruments as they may deem necessary to satisfy the obligations and covenants of the **Institution** under the **Agreement** and to carry out the intents, purposes and objects of these resolutions.

WITNESS my hand and seal this _____ day of _____, 20 ____.

(SEAL)

Secretary

CERTIFICATE OF CORPORATE RESOLUTIONS

I, Kristi Harper, the duly elected, qualified and acting Secretary of BOTO Holdings, Inc., Frisco, TX, (**"Pledgor"**), do hereby certify that set forth below is a true, correct and complete copy of resolutions adopted by the Board of Directors of the **Pledgor** at a meeting duly convened and held, pursuant to notice properly given or waivers of notice properly made pursuant to applicable banking laws, on March 6th, 2018, at _____ o'clock, __.m., at which meeting a quorum for the transaction of business was at all times present and acting, and that said resolutions, approvals, and authorizations have not been amended or revoked and are now in full force and effect:

RESOLVED, that the Security Agreement for Funds Held in Deposit (**"Agreement"**) by and between Bank of the Ozarks, Little Rock, AR (**"Institution"**), BOTO Holdings, Inc. (**Pledgor**) and of City of Villa Rica (**"Depositor"**), dated as of March 6th, 2018, is hereby approved and the President and the Secretary of the **Pledgor** be, and they hereby are, authorized, empowered and directed, for and in the name of and on behalf of the **Pledgor**, to execute such **Agreement** and deliver it to **Depositor** and the **Institution**; and

FURTHER RESOLVED, that during the term of the **Agreement** the **Pledgor** is hereby authorized and empowered, on behalf of the **Institution**, to pledge and transfer as collateral thereunder such securities of the **Pledgor** as determined by a Duly Authorized Pledgor Officer (as such term is defined in the **Agreement**); and

FURTHER RESOLVED, that the Secretary of the **Pledgor** be, and he hereby is, authorized, empowered and directed to maintain the **Agreement** as an official record of the **Pledgor** until its revocation, rescission or termination; and

FURTHER RESOLVED, that the officers of the **Pledgor** be, and they hereby are, authorized, empowered and directed to take such actions and to execute and deliver such documents and instruments as they may deem necessary to satisfy the obligations and covenants of the **Pledgor** under the **Agreement** and to carry out the intents, purposes and objects of these resolutions; and

FURTHER RESOLVED, that the officers of the **Pledgor** listed below are hereby designated as the Duly Authorized Pledgor Officers under the **Agreement**, with full power and authority to determine the initial securities to be pledged as collateral thereunder and to approve all substitutions of collateral, releases of collateral, and additional pledges of collateral thereunder, and if needed, to designate representatives of the **Pledgor** to transact business with the **Depositor**.

[Signature page follows]

Designated duly authorized pledger officers

Luke King / President

Name / Title

Kristi Harper / Secretary

Name / Title

Shelley Taylor / Investment Management Administrative Assistant

Name / Title

WITNESS my hand and seal this ____ day of _____, 2017_.

(SEAL)

Secretary

CUSTODIAL SERVICES AGREEMENT

This Custodial Services Agreement ("**Agreement**") is entered into as of this 6th day of March, 2018 by and between City of Villa Rica ("**Depositor**"), with its principal office at 571 W. Bankhead Hwy, Villa Rica, GA 30180; Bank of the Ozarks ("**Institution**"), with its principal office at 17901 Chenal Pkwy., Little Rock, AR, 72223; BOTO Holdings, Inc. ("**Pledgor**"), with its principal office at 5178 Preston Rd., Frisco, Texas, 75034; and First National Bankers Bank, ("**Custodian**"), with its principal office at 7813 Office Park Blvd., Baton Rouge, Louisiana, 70809, with an Arkansas Division located at 325 West Capitol Avenue, Suite 300, Little Rock, Arkansas, 72201.

WITNESSETH

WHEREAS, the **Depositor** has agreed to deposit funds with the **Institution** pursuant to the terms and provisions of a **Security Agreement** or similar security agreement in which **Pledgor** intended to grant to **Depositor** a security interest in certain property ("**Security Agreement**"), said **Security Agreement** by and between the **Depositor** and the **Pledgor** dated as of March 6th, 2018; and

WHEREAS, pursuant to the terms and provisions of the **Security Agreement**, the **Pledgor** has agreed to assign, transfer, pledge and convey to the **Depositor** a perfected security interest in certain eligible securities owned by the **Pledgor** (the "**Collateral**"); and

WHEREAS, in order to perfect the **Depositor's** security interest in the **Collateral**, the **Custodian**, as agent for the **Depositor**, will accept from the **Pledgor**, take possession of and hold such **Collateral** solely for the benefit of the **Depositor**.

NOW, THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties do hereby agree as follows:

1. The **Custodian** hereby accepts employment as the **Depositor's** custodian and depository pursuant to the terms of this **Agreement**.
2. The **Custodian** shall accept and retain as **Custodian** solely for the benefit of the **Depositor** all securities tendered by the **Pledgor** as **Collateral** for its obligations under the **Security Agreement**. Upon receipt of **Collateral** from the **Pledgor** for the benefit of the **Depositor**, the **Custodian** shall immediately notify the **Depositor** of the **Collateral** pledged by issuing a written custody receipt simultaneously to the **Pledgor** and the **Depositor** evidencing that the **Pledgor** has pledged, and the **Custodian** has received, the **Collateral**.
3. The **Custodian** shall identify on its books and records as being pledged to the **Depositor** specific securities or a quantity of specific securities received by it for, or for the account of, the **Depositor**. Neither the **Pledgor** nor the **Custodian** shall have any power or authority to, and shall not, transfer, assign, hypothecate, pledge or otherwise dispose of any such securities, except pursuant to instructions from the **Depositor** and pursuant to the terms of this **Agreement**. **Custodian** warrants and represent that no third-party has a right to give an entitlement order regarding the **Collateral**, and **Custodian** agrees to notify **Depositor** and the **Pledgor** simultaneously if another person claims a property interest in the **Collateral**. Upon receipt of such notice, the **Pledgor** shall immediately substitute unencumbered **Collateral** of equivalent value that is free and clear of all adverse claims.

4. If at any time the total fair market value of the **Collateral** is less than 110 % of the total amount of cash funds on deposit with the **Institution** that is in excess of current FDIC insurance coverage (the “**Maintenance Percentage**”), then the **Pledgor** shall assign, pledge and convey a security interest to the **Depositor** in and transfer to the **Custodian**, solely for the benefit of the **Depositor**, securities of the type eligible to be pledged pursuant to Arkansas Code Annotated §23-47-203, §23-47-401(a) and §19-8-203 as amended, and in such amount so that the ratio of the total fair market value of such pledged securities to the amount of funds on deposit shall be at least equal to the **Maintenance Percentage**. The failure by the **Pledgor** to provide securities of the type eligible to be pledged pursuant to Arkansas Code Annotated §23-47-203, §23-47-401(a) and §19-8-203, as amended, in such amount so that the ratio of the total fair market value of such pledged securities to the amount of funds on deposit is at least equal to the **Maintenance Percentage**, shall, at the discretion of the **Depositor**, result in all funds of the **Depositor** held by the **Institution** becoming subject to immediate withdrawal without penalty and with interest being due and payable to the date of withdrawal.
5. The **Custodian** shall, on the first business day following receipt by the **Custodian** of prior written notice from the **Pledgor**, allow the **Pledgor** to withdraw any of the securities constituting the **Collateral**, if the **Pledgor** shall simultaneously deliver to the **Custodian** as additional **Collateral** securities of the same type and having at least the same market value as the securities withdrawn.
6. The **Custodian** is hereby authorized and directed to promptly distribute to the **Pledgor** any cash received by the **Custodian** as payment of accrued interest on any of the securities constituting the **Collateral**.
7. This **Agreement** vests “control” of the **Collateral** in the **Depositor** as required under the Arkansas Uniform Commercial Code. From and after the date of this **Agreement**, the **Custodian** will comply with all notifications and instructions it receives originated by the **Depositor** directing it to transfer or redeem the **Collateral** without further consent of the **Pledgor**. Upon receipt of any such notification and instruction from the **Depositor**, the **Custodian** shall promptly forward a copy of the notification or instruction to the **Pledgor**. The **Custodian** agrees not to take any act that would permit a person other than the **Depositor** to have “control” of the **Collateral** as that term is defined in the Arkansas Uniform Commercial Code. Except as specifically provided in the foregoing paragraphs 4 - 6, the **Custodian** will not release or transfer to the **Pledgor** any securities constituting the **Collateral** without prior instructions from the **Depositor**, either written or verbal. The **Depositor** and the **Custodian** agree that in the case of any conflict between written and verbal instructions, the written instructions will be binding.
8. The **Custodian** agrees, on a monthly basis, to provide simultaneously to the **Depositor** and the **Pledgor** a current statement reflecting pledged **Collateral**. The **Custodian** agrees to provide in such statements its own current fair market price valuations of the securities constituting the **Collateral** as determined by the methods set forth in the **Security Agreement**; provided, however, the final market value used to determine whether the **Pledgor** has satisfied its obligation to maintain sufficient **Collateral** to meet or exceed the **Maintenance Percentage** and for any other related audit of the **Pledgor** will be those valuations which the **Pledgor** obtains at a month’s end from independent pricing companies in accordance with the **Security Agreement**.

9. In the absence of bad faith on the part of the **Custodian**, the **Custodian** shall be permitted to rely upon the authenticity of, and the truth of the statements and the accuracy of the opinions expressed in, and will be protected in acting upon, any document believed by the **Custodian** to be genuine and to have been signed, affixed or presented by the proper party or parties. The **Custodian** shall not be liable with respect to any action taken or omitted to be taken by it in accordance with any instruction or request of the **Depositor**. In addition, the **Custodian** shall not be liable for any error of judgment made in good faith by an officer of this **Custodian**, unless it shall be proved that the **Custodian** was grossly negligent in ascertaining the pertinent facts. In the event the **Custodian** receives substantially contemporaneously contrary written instructions from the **Depositor** and the **Pledgor**, then the **Custodian** may, at its election and without liability to either the **Depositor**, **Institution** or the **Pledgor**, interplead the securities constituting the **Collateral** in a court of competent jurisdiction, and the **Depositor's**, **Institution's** and the **Pledgor's** sole recourse shall be against each other and the securities constituting the **Collateral** so interplead.
10. The **Collateral** shall be held in a joint custody account for the benefit of the **Depositor**; provided, however, this shall in no way restrict the release of said **Collateral** in accordance with the terms of this **Agreement** as may be otherwise set forth herein, including, without limitation, the procedures for substitution of such **Collateral**. The **Collateral** shall not be held in a margin account, and no margin or other credit will be extended to the **Pledgor** with respect to the **Collateral**. The **Custodian** waives its right to a security interest in the pledged **Collateral** and subordinates in favor of **Depositor** any security interest, lien, or right to setoff it may have, now or in the future, against the **Collateral**.
11. This **Agreement** may be amended at any time by written agreement between the **Depositor** and the **Custodian**, with prior written notice to the **Institution** and **Pledgor**.
12. This **Agreement** shall be subject to and construed in accordance with the laws of the State of Arkansas.
13. This **Agreement** may be simultaneously executed in two or more counterparts, each of which shall be deemed to be an original.
14. Notices and other writings shall be delivered or mailed postage prepaid to the parties at the addresses set forth on the signature page hereof.
15. The duties of the **Custodian** as provided in this **Agreement** shall continue in effect until the security interest has been terminated, and the **Depositor** shall notify the **Custodian** within a reasonable time of the termination in writing. This **Agreement** may be terminated thirty (30) days after receipt of written notice by the **Custodian** or the **Depositor**. The **Institution** and **Pledgor** may not terminate this **Agreement**. The **Custodian** and the **Institution** agree that if, upon termination of this **Agreement**, the **Depositor's** deposit with the **Institution** continues to require **Collateral** as provided in the **Security Agreement**, the **Collateral** will be transferred to an account under the exclusive control of the **Depositor**.

IN WITNESS WHEREOF, the parties hereto, each acting through its respective duly authorized representative, have caused this **Agreement** to be signed in their name and delivered as of the date first above written.

DEPOSITOR: City of Villa Rica
Address for Notices: 571 W. Bankhead Hwy. Villa Rica, GA 30180
Signature: _____
Title: Jeff Reese, Mayor

CUSTODIAN: First National Bankers Bank
Address for Notices: 325 West Capitol Avenue, Suite 300; Little Rock, AR 72201
Signature: _____
Title: Mary Bryant, Vice President

INSTITUTION: Bank of the Ozarks
Address for Notices: 17901 Chenal Parkway, Little Rock, AR 72223
Signature: _____
Title: Drew Harper, Executive Vice President, Public Funds

PLEDGOR: BOTO Holdings, Inc.
Address for Notices: 5178 Preston Rd., Frisco, TX 75034
Signature: _____
Title: Kristi Harper, Secretary



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Update Utility Billing Deposit and Fee Amounts
AGENDA DATE: March 6, 2018

DATE PREPARED: 2/22/2018
PREPARED BY: Sarah Hefty

AMOUNT: Varies
GL ACCOUNT #: Varies

PURPOSE: To update the utility billing deposit and fee amounts in order to reduce the amount of uncollectible customer receivables as well as adjusting for the new utility rates that went into effect on February 1, 2018.

BACKGROUND: In February 2018, council approved writing off over \$95,000 in uncollectible customer receivables from 2015 – 2017. As discussed at that meeting, the biggest impacts the City can have on collections is what we do in-house. Cycle billing was implemented in October 2017 and the delinquent time allowed was shortened significantly. The last major impact on reducing uncollectible accounts would be to increase the deposit amounts, particularly for renters.

In addition to deposits, several fees need to be adjusted due to the increase in the utility rates. For instance, a 30-day temporary fee was \$25, but that would not cover a full month's bill with our new rates. The proposed 30-day temporary fee is \$50.

STAFF RECOMMENDATION: To approve the deposit and fee amounts with an effective date of April 1, 2018.

MOTION: I move that we approve the Resolution to Set Utility Billing Deposits and Fees to be effective April 1, 2018.

RESOLUTION TO SET UTILITY BILLING DEPOSITS AND FEES

WHEREAS, the City of Villa Rica Code Article VII. Section 7.11 provides for the establishment of certain utility billing fees; and

WHEREAS, increased operating, capital and debt costs have occurred since the existing deposits and fees were implemented; and

WHEREAS, the Council finds that it is in the best interest of the City to adopt new deposits and fees in order to maintain the financial integrity of the enterprise funds; and

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

1. The following utility deposit amounts shall be effective on April 1, 2018.

Deposits	
Deposit, Owner	\$ 125.00
Deposit, Renter	\$ 225.00
Deposit, Nonresidential	\$ 225.00
Deposit, Landlord	\$ 75.00
Deposit, Hydrant	\$ 1,250.00

2. The following utility fee amounts shall be effective on April 1, 2018.

Fees	
Administration Set-up Fee	\$ 25.00
Transfer of Service Fee	\$ 25.00
Temporary Service (30 days)	\$ 50.00
72 Hour Walk-thru	\$ 50.00
Reconnect Fee	\$ 50.00
Return Check Fee	\$ 25.00
Weekly Rental, Hydrant	\$ 20.00
Customer Requested Re-read	\$ 25.00
Meter Calibration, if no error	\$ 100.00

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

CITY OF VILLA RICA, GEORGIA

By: _____
Jeff Reese, Mayor

Attest: _____
Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: Retail package malt beverages & wine license for PKR Investments, LLC.

CITY COUNCIL AGENDA DATE: March 6, 2018

DATE: 2/21/2018

PREPARED BY: Katie Godfrey

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to sell retail package malt beverages and wine at PKR Investments, Inc., 205 S. Carroll Rd., 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 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 PKR Investments, LLC located at 205 S. Carroll Road.



Public Hearing Date

City Council: March 6, 2018

Request: Alcoholic Beverage License

Project Description: Retail Package Malt Beverages & Wine

Applicant: PKR Investments, LLC
Licensee: Susmita Pahari
2287 Richmond Drive
Lithia Springs, GA 30122

Location: 205 S. Carroll Rd., Land Lot 161, 6th District, Carroll County; Ward 1

Parcel Number(s): V07-006-0018

Current Zoning: DT-CMU (Downtown – Commercial Mixed Use)

Current Land Use: Convenience Store

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 DT-CMU (Downtown – Commercial Mixed Use)

Sec. 3-47. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: **Yes**

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

Compliance: **Yes**

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

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

Staff Comments:

The applicant has complied with the Ordinance with regard to the legal notification requirements, and has 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 PKR Investments, LLC, Susmita Pahari, for Retail Package Malt Beverages and Wine License at 205 S. Carroll Road.

Public Response:

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

Bobby C. Elliott
Director of Community Development

Attachments:

1. Application
2. Public Notice of Sworn Statement
3. Affidavit of Publication
4. GBI Background Check
5. Commercial Lease
6. Articles of Organization



**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:

SUSMITA PAHARI 2287 RICHMOND DR.
Full Name Address

(B) If corporation/partnership, give corporate/partnership name: PKR INVESTMENTS LLC
Federal Tax ID:

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

SUSMITA PAHARI	2287 RICHMOND DR. Lithiasprings GA 30122	
Full Name	Address	100% % Interest

Full Name	Address	% Interest
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Full Name	Address	% Interest
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Full Name	Address	% Interest
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Describe the principle business of the corporation/partnership:

GAS STATION w/ CONVENIENCE STORE

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:

SUSMITA PAHARI	2287 Richmond DR. Lithiasprings GA 30122
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: _____

4. Address of business for which application is made: 205 S Carroll RD villarica, GA 30180

Phone Number:	404-936-4307	770-314-5274
	Business	Home

Mailing Address: 205 S. Carroll villarica, 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)

2. Have you received a copy of the City of Villa Rica Alcoholic Beverage Ordinance? ☒ Yes ☐ No
No application will be processed until receipt of a copy of this ordinance is acknowledged.
3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No
4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s).
- (a) A copy of the deed to the premises to be licensed, if owned by applicant. ☒
 - (b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☒
 - (c) In the case of a partnership, a copy of the partnership agreement. ☐
 - (d) In the case of a corporation, a copy of the articles of Incorporation. ☐
 - (e) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica. ☐
5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No
6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premises to be licensed? ☐ Yes ☒ No
7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☐ Yes ☒ No
8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state, or federal permits, etc. required for a food service establishment?
☒ Yes ☐ No
No pouring license application will receive final approval until the necessary permits are secured.

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

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

If yes, describe in detail and give dates:

NOT APPLICABLE / NO

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.

JOANNA miles 410 Tree Terrace PKWY Austell GA 30822
678-758-3669

Bimal BOHARA 51 Cadillac Pkwy DALLAS, GA 30123 440 424-9635
PRADESH BAJRACHRYA 678-937-3975

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

NEPAL
Place of Birth

04/02/1991
Date of Birth

* PART III *

VERIFICATION

State of Georgia, Carroll County

I, SUSMITA PAHARI, 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.

SUSMITA PAHARI
Applicants Signature (FULL NAME IN INK)

I hereby certify that Susmita Pahari 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 19 day of December 2019

Notary Public

My Commission Expires Sept 11, 2020



AFFP

2-88862 Susmita Pahari has fil

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

2-88862

Susmita Pahari has file an application to sell alcoholic beverages on the premises of 205 South Carroll Road, Villa Rica, GA 30180 as a beer & wine. A public hearing on the application will be held on Tuesday March 6, 2018 at 6:00 p.m. at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at 678-785-1022.

Marvin Enderle, being duly sworn, says:

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

February 15, 2018

Publisher's Fee: \$ 20.00

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

SIGNED:



Subscribed to and sworn to me this 15th day of February 2018.


Notary Public, Carroll County, Georgia

40086184 40288862

SUSMITA PAHARI
205 SOUTH CARROLL RD
VILLA RICA, GA 30180

CITY OF VILLA RICA

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

I (we) Susmita Pahari

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:

205 S Carroll Rd, 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.

[Signature]

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Susmita Pahari 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 13 day of February, 2018.

Katie Godfrey

Notary Public

My Notary Expires 14th April 2019





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

LSTCN:2727010540

GBITCN:73540934089993

DATE/TIME:2017-12-20 11:11:39

NAME:PAHARI, SUSMITA

PHOTO:PHOTO NOT AVAILABLE

NO GEORGIA OR FBI NATIONAL CRIMINAL HISTORY RECORD FOUND

COMMERCIAL REAL ESTATE LEASE CONTRACT

THIS COMMERCIAL REAL ESTATE LEASE CONTRACT (hereinafter referenced as "Lease"), is made effective the ___ day of December 2017, by and between Nizar Isani with an address of 189 Cobb Parkway N Suite A1 Marietta, Georgia 30062 (hereinafter referenced as "Landlord"), and SUSMITA PAHARI (hereinafter referenced as "Tenant").

WITNESSETH:

THAT, in consideration of the mutual covenants contained herein, the parties have agreed as follows:

1. **Premises.** Landlord, for and in consideration of the rents, covenants, agreements and stipulations contained herein, to be paid, kept, and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the c-store portion of the property and improvements, located at 205 S Carroll Rd, Villa Rica, GA 30180, and being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Premises").

2. **Term of Lease.** The term of this Lease shall commence on the date possession is obtained by Landlord and shall run for TEN (10) years, unless terminated earlier as hereafter provided.

3. **Rental and Late Fees.**

3.1 **Rental.** Tenant agrees to cooperate to establish payment arrangements and to pay Landlord, by electronic funds transfer ("EFT") payments, or by such other means designated by Landlord in writing to Tenant, promptly on or before the first (1st) day of each month, in advance, rent in the amount of:

- a. Months 1-2 Zero Rent
- b. Months 3-12 \$3,500.00 per month;
- c. Months 13-24 \$4,000.00 per month;
- d. Months 25-36 \$4,500.00 per month; and
- e. At the start of month 37 and each year thereafter the rental shall be increased three percent (3%) per year.

3.2 **Rental Proration.** In the event the commencement date of this Lease is any day other than the first day of a calendar month, the first month's rental shall be prorated.

3.3 **Late Fees.** Tenant agrees to pay Landlord, promptly at the times and in the manner herein specified, all amounts due, without deduction, setoff, abatement, counterclaim or defense. If any amount due is not received by Landlord on or before five (5) days following the date on which it is due, Tenant shall pay Landlord a late charge equal to five percent (5%) of the amount of such past due payment, notwithstanding the date on which such payment is actually paid to Landlord.

4. **Utilities, Taxes and Other Amounts.** It is the intent of the parties to create a true "triple net" lease to Landlord. Tenant's share of the common area expenses, insurance and taxes shall be 100% (the "Tenant's Share").

4.1 **Utilities.** Tenant shall bear and pay all utility bills, including, but not limited to, water charges, sewer, gas, electricity, and telephone, for the Premises. Tenant shall also bear and pay all charges for garbage collection services or other sanitary services rendered to the leased Premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills, charges for garbage collection or other sanitary services or other amounts due, Landlord may pay same and such payment may be added to the rent next due plus an administrative charge of fifty dollars (\$50.00).

Premises or due to the termination of this Lease; and (vi) Landlord has no obligation to purchase any of Tenant's inventory, equipment or trade fixtures, or to reimburse Tenant for any sums invested by Tenant to improve the Premises or the business operated by Tenant on the Premises.

32.2 *Landlord liability.* Landlord's liability under this Lease is limited in all respects to its interest in the Premises.

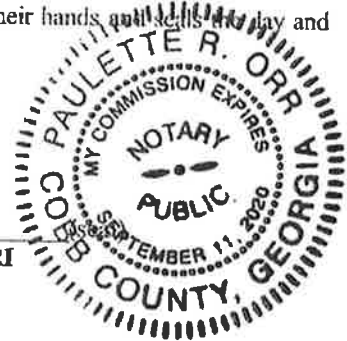
IN WITNESS HEREOF, the parties have hereunto placed their hands and seals this day and year first written above.

Signed, sealed, and delivered
in the presence of:

Paulette Orr
Witness
Paulette Orr
Notary Public

TENANT:

SUSMITA PAHARI

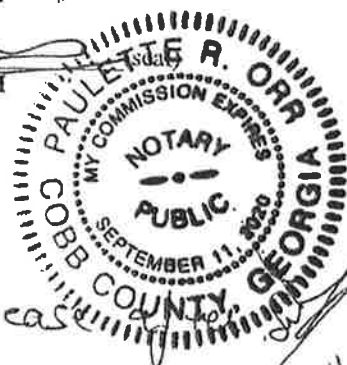


Signed, sealed, and delivered
in the presence of:

Witness
Paulette Orr
Notary Public

LANDLORD:

NIZAR ISANI



Subject to Contingent of Lease
the personal guarantee is Signed

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF ORGANIZATION

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

PKR INVESTMENTS LLC

a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **12/21/2017** by the filing of articles of organization 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 **12/27/2017**.



Brian P. Kemp
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 12/21/2017 8:20:40 PM

BUSINESS INFORMATION

CONTROL NUMBER	17133796
BUSINESS NAME	PKR INVESTMENTS LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	12/21/2017

PRINCIPAL OFFICE ADDRESS

ADDRESS	205 South Carroll Rd, Villa Rica, GA, 30180, USA
----------------	--

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
SUSMITA PAHARI	205 S Carroll Rd, Carroll, Villa Rica, GA, 30180, USA

ORGANIZER(S)

NAME	TITLE	ADDRESS
Susmita Pahari	ORGANIZER	2287 Richmond Dr, Lithia Springs, GA, 30122, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Susmita Pahari
AUTHORIZER TITLE	Organizer

Confirmation

[Help](#)[Log Off](#)[Home](#)[I Want To](#)[New Account Registration](#)[Confirmation](#)

Confirmation

Submission Information

Logon	pkrinvestments
Status	Submitted
Confirmation Number	1-137-249-328
Taxpayer Name	PKR INVESTMENTS LLC
Federal Employer ID #	82-3824196
Submission Title	New Location Registration
Submitted	27-Dec-2017

Your confirmation number is 1-137-249-328.

Your request has been submitted and will be processed in the order that it was received.

If you have any questions, please contact us at 1-877-GADOR11 (1-877-423-6711).

[Printable View](#)

OK

[Print Confirmation](#)

Important Message:

Be sure to close the browser window when finished on GTC. Tax filing information remains in your browser memory until you close.

The Georgia Department of Revenue strives to provide taxpayers the most secure way possible to interact with us. To ensure this, we may occasionally require taxpayers to change their passwords. You are encouraged to create confidential and complex passwords. For assistance, please call 877-423-6711 Monday through Friday between 9 a.m. and 5 p.m.

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CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-05-18 – 78 Herrell Road

CITY COUNCIL AGENDA DATE: March 6, 2018

DATE: February 22, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE:

William K., Sally D., and Sandy Williams requests a Rezoning for property located at 78 Herrell Road, Villa Rica, GA, Parcel No: V04-012-0049, in Land Lot 193 of the 6th District in Carroll County, currently zoned R-20 (Single Family Residential) to Office-Institutional (OI). The property consists of 0.73+/- acres and is located in Ward 3.

BACKGROUND: The applicant, William K., Sally D., and Sandy Williams, submitted application to rezone property located at 1030 Third Street, Villa Rica, Georgia from Single Family Residential to Office-Institutional on December 18, 2017. The proposed use is for a medical office.

STAFF RECOMMENDATION: Staff recommends Approval with Conditions.

1. Permitted uses limited to business, medical, dental, and professional offices.
2. Per the Unified Development Code, all improvements to be installed on property prior to occupancy.
 - a. Per Section 4.03(B) – Minimum Parking Requirements: 1. In all districts, the minimum number of off-street parking spaces shall be provided in accordance with the requirements in Table 4-1 and Table 4-2.

IMPACT: N/A

PLANNING COMMISSION: TBD by Planning Commission February 27, 2018.

MOTION: I make a motion to approve the rezoning application from William K., Sally D., and Sandy Williams to rezone property located at 78 Herrell Road from Single-Family Residential to Office-Institutional with conditions.



Planning & Zoning

Community Development Department

RA-05-18

Council Ward: 3

Planning Board Member: Tom Flowers

City Council Member: Leslie McPherson

Public Hearing Dates

Planning Commission: February 27, 2018

City Council: March 6, 2018

Request: Rezone to from Residential (R-20) to Office-Institutional (OI) for a medical office.



Applicant: William K., Sally D., and
Sandy Johns
2114 Osprey Cove
Villa Rica, GA 30180
678-525-4258

Acres: 0.73+/-
Current Land Use: Residential
Future Land Use: Industrial

Parcel Number(s): V04 0120049

Location: 78 Herrell Road, in Land Lot 193 of the 6th District in Carroll County.

Project Description:

The applicant is requesting to rezone property located at 78 Herrell Road from Residential (R-20) to Office-Institutional (OI) for a medical office. The applicant intends to convert the existing single-family residence into an office.

Surrounding Properties:

Current Zoning		Land Use
North	Residential (R-20)	Single Family Residential
East	Planned Development (PD)	Undeveloped
South	Office-Institutional	Undeveloped
West	Planned Development (PD)	Undeveloped

Rezoning Review Standards:

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

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

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

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

Future Land Use Map

The proposed property is currently located within City limits. The Future Land Use Map designations in the surrounding area are Commercial, Public/Institutional, and Low Density Residential.

Relation to the Comprehensive Plan Policies:

Economic Development

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

Objective ED-1: Identify and put in place the prerequisites for quality economic growth.

Policies:

ED-1d: Encourage professional office and service development near Tanner Medical Center.

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

Policies:

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

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

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

Land Use and Growth

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

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

Policies:

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

C. Whether there is a community need for and benefit from the proposed rezoning; or

Rezoning the property to Office-Institutional (OI) would complement the existing institutional and medical uses in the vicinity. Tanner Medical facilities are in very close proximity, as well as other medical offices. There is also an assisted living facility across the street from the subject property. The two parcels immediately to the south are both zoned OI. Additionally, the future land use designation of the subject parcel is Commercial, which supports an OI zoning classification.

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

The proposed rezoning is consistent with the character of the area. The applicant proposes to use the existing structure for a medical office. Maintaining the existing residence preserves the predominant low-density, single-family character along Herrell Road, while providing an appropriate transition to the more intense commercial uses along Dallas Highway. A medical office would also complement the existing doctors' offices and other related uses in the vicinity.

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

The proposed zoning is compatible with nearby zoning and uses nearby. Tanner Medical Center, as well as, other smaller medical offices can be found along nearby Dallas Highway.

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

The existing zoning would be suitable for R-20 residential uses, as it is currently developed with a 1,202-square foot, single family home. However, because the parcel is in close

proximity to Dallas Highway and other institutional uses, it is a logical extension of an existing urban area.

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

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

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

The proposed rezoning should not have a significant impact on the capacity of the road. There is one point of ingress and egress from Herrell Road onto the property. Medical offices typically have set, regular business hours and do not generate very much traffic. Section 4.03 – Parking Standards of the Unified Development Code specifies the following in regards to parking requirements:

Offices (business, medical, dental and professional): 1 per 225 square feet ground floor area (GFA) for single floor designs; 1 per 275 square feet GFA for designs with two or more floors.

Provided the applicant utilize the existing structure of 1,202 square feet, the parking requirement would be approximately six (6) off-street parking spaces. Additionally, Table 4-2 in Article 4, one (1) handicapped parking space must also be provided.

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

Based on the City's and County's available maps, no streams and rivers are located on the site. Additionally, at this time, the applicant is not proposing any new structures on the property. Therefore, Staff is of the opinion that there are currently no potential environmental impacts.

Staff Comments:

The applicant is requesting a rezoning of the subject property from Residential (R-20) to Office-Institutional (OI). The proposed use for a medical office should have a relatively low impact on the surrounding residential community, in comparison to other retail and service uses permitted in OI.

Additionally, Staff recognizes that the Future Land Use Map designates the parcel as Commercial, which is compatible with the OI zoning. Adequate parking facilities and other necessary improvements should be installed prior to occupancy.

Recommendation:

Staff recommendation: **APPROVAL WITH CONDITIONS**

1. Permitted uses limited to business, medical, dental, and professional offices.
2. Per the Unified Development Code, all improvements to be installed on property prior to occupancy.
 - a. Per Section 4.03(B) – Minimum Parking Requirements: 1. In all districts, the minimum number of off-street parking spaces shall be provided in accordance with the requirements in Table 4-1 and Table 4-2.

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 February 11, 2018; a sign has been posted on the subject properties; and all abutting property owners have received notification via certified mail.

Public Response:

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

Office of Community Development

Attachments:

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



APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☐ UDC TEXT AMENDMENT ☐ ZONING MAP AMENDMENT

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

Date of Application: 12-18-17

APPLICANT

Applicant Name: William K. Sally D. and Sarah Johns
Address: 2114 Osprey Cove City: Villa Rica State: GA Zip: 30180
Phone: (678) 525-4288 Fax: () _____ Email: Kenjohns2114@comcast.net
Agent Name: _____

Address: _____ City: _____ State: _____ Zip: _____
Phone: () _____ Fax: () _____ Email: _____
Owner Name (If different from applicant): Same
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.)

REZONING REQUEST

Existing Zoning: R-20 Requested Zoning: O-T
Property Address: 78 Herrnell Road Nearest Intersection: Highway 61
Present Use of Property: Residential
Proposed Use: Office - Medical
Size of Tract: .73 acre Land Lot Numbers: 193 Districts: 6
Gross Density: 1 units per acre Net Density: 1 units per acre
Property Tax Parcel Number: V04 0120049

(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: _____

WARD 3 - Leslie McPherson



CASE # _____
UDC TEXT/ZONING MAP

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

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

William K. Johns

Signature of Applicant

12-18-17

Date

Required Materials to Accompany the Application for Zoning Map Amendment:

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

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

Required Materials to Accompany the Application for UDC Text Amendment:

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

Proposed text amendment;

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



CASE # _____
UDC TEXT/ZONING MAP

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

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

William K. Thomas
Signature of Applicant

12-18-17
Date

Required Materials to Accompany the Application for Zoning Map Amendment:

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

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

Required Materials to Accompany the Application for UDC Text Amendment:

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

Proposed text amendment;

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



Disclosure of Campaign Contributions

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

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

Yes _____ No ✓

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

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

We certify that the foregoing information is true and correct, this _____ day of _____, 20____.

William K. Johns
Applicant's Name – Printed

William K. Johns
Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 19th day of December, 2017.

Alisa M. Doyal
Notary Public



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

William K. Johns
2114 Osprey Cove
Villa Rica, Georgia 30180
678-525-4258
Kenjohns2114@comcast.net

To: Community Development Director

Re: Application for Rezoning of 78 Herrell Road

We are requesting rezoning of the above property from R-3 to Office-Institutional. This rezoning would be consistent with the Future Land Use Plan of our city. We anticipate use of the property as a medical office. Ingress/egress to the property would be by the existing driveway. Adequate room for parking is available. Access to the property will be enhanced by the planned widening of Herrell Road as part of the DOT Bypass Project.

The impact of the rezoning on the existing area would be positive, and would be a logical extension of the existing urban area. It would benefit the City of Villa Rica, in that additional medical facilities are very desirable to improve our quality of life. Also, expansion of this industry will increase our tax base, and help grow our economy. The rezoning will further the economic development of the area, which we believe will continue to develop into a major medical complex built around Tanner Hospital, which is located approximately ½ mile away.

The property is adjacent to the following properties:

On the south—.73 acre owned by Ellen Wynn McBrayer, and currently zoned Office-Institutional
On the east—54.98 acres owned by Guardians Investments LLC, and currently zoned C-5.
Contained within this property is the Ashbrook Village Senior Community, which consists of 19.48 acres.

On the north—.78 acre owned by Tomi Randi & Jeremy, and is currently zoned R-3

On the west—.96 acre owned by Randall Lee, and is currently zoned R-3

On the south, adjacent to Ms. McBrayer's property, Tommy L Gore, Jr. and Angela K. Gore own 1.01 acres also zoned Office-Institutional, and next to them is the Willowbrooke Medical Facility, 6.66 acres zoned General Commercial. The new Library and a proposed drug store are also located in this general area.

FEE

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA GA 30180

770-459-7000

Receipt No: 37.006327

Dec 19, 2017

78 Herrell Rd

Previous Balance:
COMMUNITY DEVELOPMENT
ZONING AND LAND USE
100-32210
Zoning and land use

.00

600.00

Total:

500.00

CHECK

Check No: 177

Payor:

78 Herrell Rd

Total Applied:

600.00

Change Tendered:

.00

12/19/2017 3:42 PM

371388

BK

PG

5431

324

PT-61-022-2015-004573
 CARROLL COUNTY, GEORGIA
 REAL ESTATE
 TRANSFER TAX PAID \$ 0
 INTANGIBLE TAX PAID \$ ---
 DATE 11-16-15
Alan J. Lee
 CLERK OF SUPERIOR COURT

②

After recording return to:
 Law Office of Luanne M. Bonnie, LLC
 836 Sycamore Street
 Decatur, Georgia 30030

QUITCLAIM DEED

STATE OF GEORGIA
 COUNTY OF CARROLL

THIS INDENTURE, made the 28 day of October, 2015, between **WILLIAM K. JOHNS** as party in the first part (hereinafter referred to as "Grantor"), and **SALLY D. JOHNS**, as party in the second part (hereinafter collectively referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, a one-half undivided interest in Grantor's one-half undivided interest in the following property. Such that ownership of said property shall be held as follows (1) a one-half, undivided interest in the property in the name of William K. Johns and Sally D. Johns; and (2): a one-half, undivided interest in the property in the name of Sandy Johns.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 193 OF THE 6ND DISTRICT, CARROLL COUNTY, GEORGIA, BEING LOT 5 OF HAMILTON PLACE AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 125, CARROLL COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE.

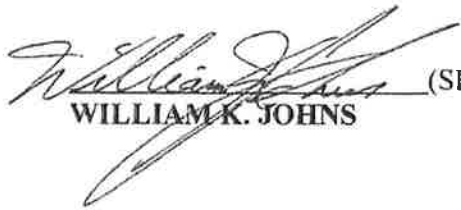
TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim, or demand any right to title to said premises or appurtenances, or any rights thereof.

FILED
 CARROLL COUNTY
 CLERK OF SUPERIOR COURT

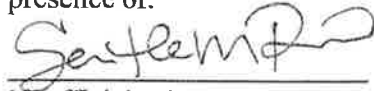
15 NOV 16 PM 4:59

Alan J. Lee
 CLERK OF SUPERIOR COURT
 CARROLL COUNTY, GEORGIA

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

 (SEAL)
WILLIAM K. JOHNS

Signed, sealed and delivered this
26th day of October, 2015, in the
presence of:


Unofficial Witness


Notary Public



RECORDED

NOV 17 2015

PT-61-022-2015-004575
 CARROLL COUNTY, GEORGIA
 REAL ESTATE
 TRANSFER TAX PAID \$ 0
 INTANGIBLE TAX PAID \$ 11
 DATE 11-16-15

③

After recording return to:
 Law Office of Luanne M. Bonnie, LLC
 836 Sycamore Street
 Decatur, Georgia 30030

Alan J. Lee
 CLERK OF SUPERIOR COURT

FILED
 15 NOV 16 PM 4:59
 CLERK OF SUPERIOR COURT
 CARROLL COUNTY, GEORGIA

QUITCLAIM DEED

STATE OF GEORGIA
 COUNTY OF CARROLL

THIS INDENTURE, made the 28 day of October, 2015, between **WILLIAM K. JOHNS, SALLY D. JOHNS, and SANDY JOHNS** as party in the first part (hereinafter collectively referred to as "Grantor"), and **WILLIAM K. JOHNS, SALLY D. JOHNS, and SANDY JOHNS**, as party in the second part (hereinafter collectively referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, their respective ownership interests in the property and hold them as co-tenants, and NOT as joint tenants with right of survivorship. Grantee shall own such property interests as co-tenants as follows (1) a one-half, undivided interest in the property in the name of William K. Johns and Sally D. Johns and co-tenants; and (2):a one-half, undivided interest in the property in the name of Sandy Johns as a co-tenant.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 193 OF THE 6ND DISTRICT, CARROLL COUNTY, GEORGIA, BEING LOT 5 OF HAMILTON PLACE AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 125, CARROLL COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim, or demand any right to title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.


WILLIAM K. JOHNS (SEAL)

Signed, sealed and delivered this
20th day of October, 2015, in the
presence of:


Unofficial Witness


Notary Public
SERENA M SKRINE GREEN
Notary Public - State of Georgia
DeKalb County
My Commission Expires Jan 11, 2016


SALLY D. JOHNS (SEAL)

Signed, sealed and delivered this
20th day of October, 2015, in the
presence of:


Unofficial Witness


Notary Public
SERENA M SKRINE GREEN
Notary Public - State of Georgia
DeKalb County
My Commission Expires Jan 11, 2016

SJ (SEAL)
SANDY JOHNS

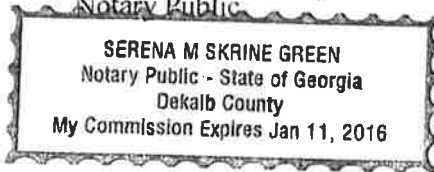
Signed, sealed and delivered this
20 day of October, 2015, in the
presence of:

Sattelm

Unofficial Witness

Serena M. Skrine Green

Notary Public



RECORDED

NOV 17 2015

141537

BK PG

4027 324

✓ Please return to: Coats & Cordle Attorneys at Law, Inc.
6722 Broad Street
Douglasville, GA 30134
File # RC070543

PT-61 022-2007-004071
CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 103.00
DATE 6/22/07
Kenneth Hoffman
CLERK OF SUPERIOR COURT

STATE OF GEORGIA
COUNTY OF DOUGLAS

WARRANTY DEED

THIS INDENTURE made this **18th** day of **June, 2007**, between

KAREN JORDAN ,

as party or parties of the first part, hereinafter called Grantor, and

WILLIAM K. JOHNS and SANDY JOHNS ,

as joint tenants with rights of survivorship,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 193 OF THE 6TH DISTRICT, CARROLL COUNTY, GEORGIA, BEING LOT 5 OF HAMILTON PLACE, AS PER PLAT RECORDED IN THE PLAT BOOK 40, PAGE 125, CARROLL COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, sealed and delivered in the presence of:

Karen Jordan (Seal)

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT
07 JUN 22 AM 8:57
Kenneth Hoffman
CLERK SUPERIOR COURT
CARROLL COUNTY GEORGIA



Planning & Zoning

Community Development Department

RA-04-17

Council Ward: 3

Planning Board Member: John Mount

City Council Member: Leslie McPherson

Public Hearing Dates

Planning Commission: January 30, 2018

City Council: March 6, 2018

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



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

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

Parcel Number(s): V03 0100013

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

Project Description:

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

Surrounding Properties:

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

Rezoning Review Standards:

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

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

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

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

Future Land Use Map

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

Relation to the Comprehensive Plan Policies:

Economic Development

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

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

Policies:

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

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

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

Land Use and Growth

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

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

Policies:

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

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

Policies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff Comments:

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

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

Recommendation:

Staff recommendation: **APPROVAL WITH CONDITIONS**

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

Public Notifications:

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

Public Response:

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

Office of Community Development

Attachments:

1. Application

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



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-04-17 – 1030 Third Street

CITY COUNCIL AGENDA DATE: March 6, 2018 (*tabled at the February 6, 2018 meeting*)

DATE: February 22, 2018

PREPARED BY: Lenise Lyons, Planning and Zoning Specialist

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

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

BACKGROUND: The applicant, David Wiley, submitted application to rezone property located at 1030 Third Street, Villa Rica, Georgia from Single Family Residential to Industrial on November 8, 2017. The proposed use is for equipment storage. The applicant requested and was granted that the application be tabled for 30 days by the City Council at the February meeting.

STAFF RECOMMENDATION: Staff recommends Approval with Conditions.

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

streets and adjacent properties by an opaque fence no less than six (6) feet and no more than eight (8) feet in height.

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

IMPACT: N/A

PLANNING COMMISSION: The Planning Commission voted unanimously in favor of staff recommendation during their regular meeting on Tuesday, January 30, 2018.

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



APPLICATION FOR
UDC TEXT AMENDMENT / ZONING MAP AMENDMENT

☐ UDC TEXT AMENDMENT ☐ ZONING MAP AMENDMENT

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

Date of Application: 12-18-17

APPLICANT

Applicant Name: William K. Sally D. and Sandy Johns
Address: 2114 Osprey Cove City: Villa Rica State: GA Zip: 30180
Phone: (770) 525-4288 Fax: () - Email: Kenjohns2114@comcast.net
Agent Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: () - Fax: () - Email: _____
Owner Name (If different from applicant): Sandy
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.)

REZONING REQUEST

Existing Zoning: R-20 Requested Zoning: O-T
Property Address: 78 Hennell Road Nearest Intersection: Highway 61
Present Use of Property: Residential
Proposed Use: Office - Medical
Size of Tract: 73 acres Land Lot Numbers: 193 Districts: 6
Gross Density: 1 units per acre Net Density: 1 units per acre
Property Tax Parcel Number: 104 0120049

(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: _____

WARD 3 - Leslie McPherson



CASE # _____
UDC TEXT/ZONING MAP

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

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

William K. Thomas
Signature of Applicant

12-18-17
Date

Required Materials to Accompany the Application for Zoning Map Amendment:

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

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

Required Materials to Accompany the Application for UDC Text Amendment:

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

Proposed text amendment;

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



CASE # _____
UDC TEXT/ZONING MAP

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

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

William K. Thomas
Signature of Applicant

12-18-17
Date

Required Materials to Accompany the Application for Zoning Map Amendment:

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

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

Required Materials to Accompany the Application for UDC Text Amendment:

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

Proposed text amendment;

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



CASE # _____
UDC TEXT/ZONING MAP

Disclosure of Campaign Contributions

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

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

Yes _____ No ✓

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

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

We certify that the foregoing information is true and correct, this _____ day of _____, 20____.

William K. Johns

Applicant's Name – Printed

William K. Johns

Signature of Applicant

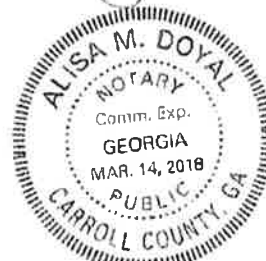
Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 19th day of December, 2017.

Alisa M. Doyal

Notary Public



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

William K. Johns
2114 Osprey Cove
Villa Rica, Georgia 30180
678-525-4258
Kenjohns2114@comcast.net

To: Community Development Director

Re: Application for Rezoning of 78 Herrell Road

We are requesting rezoning of the above property from R-3 to Office-Institutional. This rezoning would be consistent with the Future Land Use Plan of our city. We anticipate use of the property as a medical office. Ingress/egress to the property would be by the existing driveway. Adequate room for parking is available. Access to the property will be enhanced by the planned widening of Herrell Road as part of the DOT Bypass Project.

The impact of the rezoning on the existing area would be positive, and would be a logical extension of the existing urban area. It would benefit the City of Villa Rica, in that additional medical facilities are very desirable to improve our quality of life. Also, expansion of this industry will increase our tax base, and help grow our economy. The rezoning will further the economic development of the area, which we believe will continue to develop into a major medical complex built around Tanner Hospital, which is located approximately ½ mile away.

The property is adjacent to the following properties:

On the south—.73 acre owned by Ellen Wynn McBrayer, and currently zoned Office-Institutional

On the east—54.98 acres owned by Guardians Investments LLC, and currently zoned C-5. Contained within this property is the Ashbrook Village Senior Community, which consists of 19.48 acres.

On the north—.78 acre owned by Tomi Randi & Jeremy, and is currently zoned R-3

On the west—.96 acre owned by Randall Lee, and is currently zoned R-3

On the south, adjacent to Ms. McBrayer's property, Tommy L Gore, Jr. and Angela K. Gore own 1.01 acres also zoned Office-Institutional, and next to them is the Willowbrooke Medical Facility, 6.66 acres zoned General Commercial. The new Library and a proposed drug store are also located in this general area.

FEE

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA GA 30180

770-459-7000

Receipt No: 37.006327

Dec 19, 2017

78 Herrell Rd

Previous Balance:
COMMUNITY DEVELOPMENT
ZONING AND LAND USE
100-322210
Zoning and land use

.00

600.00

Total:

600.00

CHECK

Check No: 177

600.00

Payor:

78 Herrell Rd

Total Applied:

600.00

Change Tendered:

.00

12/19/2017 3:42 PM

PT-61-022-2015-004573
 CARROLL COUNTY, GEORGIA
 REAL ESTATE
 GRANTOR TAX PAID \$ 0
 INTANGIBLE TAX PAID \$ 11
 DATE 11-16-15
Alan J. Lee
 CLERK OF SUPERIOR COURT

(2)

After recording return to:
 ✓ Law Office of Luanne M. Bonnie, LLC
 ✓ 836 Sycamore Street
 Decatur, Georgia 30030

QUITCLAIM DEED

STATE OF GEORGIA
 COUNTY OF CARROLL

THIS INDENTURE, made the 28 day of October, 2015, between **WILLIAM K. JOHNS** as party in the first part (hereinafter referred to as "Grantor"), and **SALLY D. JOHNS**, as party in the second part (hereinafter collectively referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, a one-half undivided interest in Grantor's one-half undivided interest in the following property. Such that ownership of said property shall be held as follows (1) a one-half, undivided interest in the property in the name of William K. Johns and Sally D. Johns; and (2):a one-half, undivided interest in the property in the name of Sandy Johns.

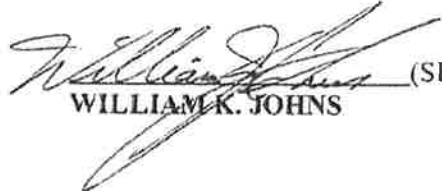
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 193 OF THE 6ND DISTRICT, CARROLL COUNTY, GEORGIA, BEING LOT 5 OF HAMILTON PLACE AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 125, CARROLL COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim, or demand any right to title to said premises or appurtenances, or any rights thereof.

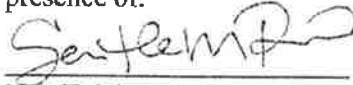
15 NOV 16 PM 4:59

CLERK OF SUPERIOR COURT

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

 (SEAL)
WILLIAM K. JOHNS

Signed, sealed and delivered this
20th day of October, 2015, in the
presence of:


Unofficial Witness


Notary Public



RECORDED

NOV 17 2015

Alan J. Lee, Clerk

PT-61-022-2015-004575
CARROLL COUNTY, GEORGIA

DATE 11-16-15
CLERK OF SUPERIOR COURT

③

After recording return to:

Law Office of Luanne M. Bonnie, LLC
836 Sycamore Street
Decatur, Georgia 30030

WILLIAM K. JOHNS
SALLY D. JOHNS
SANDY JOHNS

QUITCLAIM DEED

STATE OF GEORGIA
COUNTY OF CARROLL

THIS INDENTURE, made the 28 day of October, 2015, between **WILLIAM K. JOHNS, SALLY D. JOHNS, and SANDY JOHNS** as party in the first part (hereinafter collectively referred to as "Grantor"), and **WILLIAM K. JOHNS, SALLY D. JOHNS, and SANDY JOHNS**, as party in the second part (hereinafter collectively referred to as "Grantee"), (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee, their respective ownership interests in the property and hold them as co-tenants, and NOT as joint tenants with right of survivorship. Grantee shall own such property interests as co-tenants as follows (1) a one-half, undivided interest in the property in the name of William K. Johns and Sally D. Johns and co-tenants; and (2):a one-half, undivided interest in the property in the name of Sandy Johns as a co-tenant.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 193 OF THE 6ND DISTRICT, CARROLL COUNTY, GEORGIA, BEING LOT 5 OF HAMILTON PLACE AS PER PLAT RECORDED IN PLAT BOOK 40, PAGE 125, CARROLL COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY THIS REFERENCE.

TO HAVE AND TO HOLD the said described premises to grantee, so that neither grantor nor any person or persons claiming under grantor shall at any time, by any means or ways, have, claim, or demand any right to title to said premises or appurtenances, or any rights thereof.

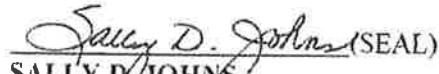
IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year first above written.

 (SEAL)
WILLIAM K. JOHNS

Signed, sealed and delivered this
20th day of October, 2015, in the
presence of:


Unofficial Witness


Notary Public
SERENA M SKRINE GREEN
Notary Public - State of Georgia
DeKalb County
My Commission Expires Jan 11, 2016

 (SEAL)
SALLY D. JOHNS

Signed, sealed and delivered this
20th day of October, 2015, in the
presence of:


Unofficial Witness

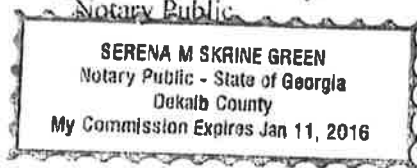

Notary Public
SERENA M SKRINE GREEN
Notary Public - State of Georgia
DeKalb County
My Commission Expires Jan 11, 2016

SJ (SEAL)
SANDY JOHNS

Signed, sealed and delivered this
20th day of October, 2015, in the
presence of:

Sale M. P. D.
Unofficial Witness

Serena M. Skrine Green
Notary Public



RECORDED

NOV 17 2015

141557



Please return to: Coats & Cordle Attorneys at Law, Inc.
6722 Broad Street
Douglasville, GA 30134
File # RC070543

BK

PG

4027 324

PT-61 022-2007-004071
CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID 103.00
DATE 6/22/07
Harriet Johnson
CLERK OF SUPERIOR COURT

STATE OF GEORGIA
COUNTY OF DOUGLAS

WARRANTY DEED

THIS INDENTURE made this **18th** day of **June, 2007**, between

KAREN JORDAN ,

as party or parties of the first part, hereinafter called Grantor, and

WILLIAM K. JOHNS and SANDY JOHNS ,

as joint tenants with rights of survivorship,

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS and other good and valuable consideration (\$10.00) in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 193 OF THE 6TH DISTRICT, CARROLL COUNTY, GEORGIA, BEING LOT 5 OF HAMILTON PLACE, AS PER PLAT RECORDED IN THE PLAT BOOK 40, PAGE 125, CARROLL COUNTY RECORDS, WHICH PLAT IS INCORPORATED HEREIN BY REFERENCE.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

AND THE SAID Grantor will warrant and forever defend the right and title to the above-described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this first day and year first above written.

Signed, sealed and delivered in the presence of:

Karen Jordan (Seal)

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT
07 JUN 22 AM 8:57
Harriet Johnson
CLERK SUPERIOR COURT
CARROLL COUNTY GEORGIA



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: Fullerville Trailhead TE Project Closeout – Supplemental Agreement
CITY COUNCIL AGENDA DATE: March 6, 2018

DATE: February 8, 2018
PREPARED BY: Vicki D. Coleman, AICP

FISCAL IMPACT: NA
ANNUAL –
CAPITAL –
OTHER –

FUNDING SOURCE: GA Department of Transportation TE Grant Funds

PURPOSE: To approve a supplemental agreement with the Georgia Department of Transportation for the purpose of final payment for PI 001457

BACKGROUND: The City Council executed its original contract with GDOT for the construction of the Villa Rica trailhead on July 7, 2017.

While construction was underway, the staff submitted periodic invoices to GDOT that were reimbursed at 80%. After completing construction, the final invoice payment is not released until such time that all construction closeout documents have been submitted and the supplemental agreement has been approved. All closeout documents have been submitted and the final payment has been reviewed and approved. The supplemental agreement is the last approval required in order to release the final reimbursement payment to the City.

STAFF RECOMMENDATION: Approval

IMPACT: Approval of the supplemental agreement will allow GDOT to release the final reimbursement check to the City.

MOTION: To approve the supplemental agreement with GDOT related to the Fullerville Trailhead construction.

SUPPLEMENTAL AGREEMENT NO.: 1

between

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

and

THE CITY OF VILLA RICA

CARROLL COUNTY

P.I. # 0010457

FEDERAL-AID PARTICIPATING PROJECT

SUPPLEMENTAL AGREEMENT NO. 1

This Agreement is made and entered into this _____ day of _____, 201____, by and between the Georgia Department of Transportation, an agency of the State of Georgia, hereinafter called the "DEPARTMENT" and the **City of Villa Rica**, hereinafter sometime referred to as the "SPONSOR."

WHEREAS, the DEPARTMENT and the SPONSOR heretofore on July 7, 2016 entered into an AGREEMENT, hereinafter called the Original Contract for the purpose of Villa Rica Trailhead, hereinafter referred to as the "PROJECT;" and

WHEREAS, the parties wish to amend said Original Contract to increase the total federal contribution on the PROJECT.

NOW, THEREFORE, THE PARTIES HERETO mutually agree that for and in consideration of the mutual benefits to flow from each to the other, the Original Contract, dated July 7, 2016, is hereby modified as follows:

By deleting ARTICLE VIII, COMPENSATION AND PAYMENT, and ARTICLE IX, FINAL PAYMENT in their entirety and the following substituted in lieu thereof:

ARTICLE VIII COMPENSATION AND PAYMENT

It is agreed that the compensation hereinafter specified includes both direct and indirect costs chargeable to the PROJECT under generally accepted accounting principles and as allowed in the Federal Acquisition Regulations Subpart 31.6, and not prohibited by the Laws of the State of Georgia.

It is understood that the PROJECT is being developed under the guidance of the Innovative Financing Procedures as agreed to by the SPONSOR and as set forth in the executed Memorandum of Understanding, herein after referred to as the MOU, executed by the Parties on 8/16/11 and on file with the DEPARTMENT. The Innovative Financing Procedures allow the SPONSOR to initiate Preliminary Engineering and Right-of-Way acquisition and apply allowable expenditures for these Phases toward the required Twenty Percent (20%) Local Match. Per the MOU the SPONSOR is responsible for 100% of Preliminary Engineering and Right-of-Way acquisition.

The estimated cost of the project is Six Hundred Twenty Five Thousand and No/100 Dollars (\$625,000.00). The DEPARTMENT shall reimburse the Sponsor up to eighty percent (80%) of the total cost of all eligible project expenses not to exceed the federal contribution. The SPONSOR shall be responsible for all cost exceeding the DEPARTMENT's contribution but shall contribute a minimum of twenty percent (20%).

	<u>Federal</u>	<u>Local</u>	<u>Total</u>
Construction	\$500,000.00	\$125,000.00	\$625,000.00

The total federal contribution for this PROJECT is Five Hundred Thousand and No/100 Dollars (\$500,000.00) and is the maximum amount of the DEPARTMENT's obligation. The SPONSOR shall be solely responsible for any and all amounts in excess of the maximum amount of the DEPARTMENT's obligation.

Federal funds may not be used to reimburse costs incurred by SPONSORS prior to the date construction funds are authorized. The DEPARTMENT will reimburse the SPONSOR for construction expenditures that occur after FHWA funds authorization. Eligible expenditures may include payment to construction contractors, testing, Construction Engineering and Inspection, construction administration and pre-approved Force Account payments to SPONSORS. The PROJECT's total reimbursement cannot exceed the total construction expenditures or the total federal contribution.

Prior to award of the project the SPONSOR shall submit to the DEPARTMENT its written recommendation for award including a bid tabulation, the low bidder's Disadvantaged Business Enterprise (herein after referred to as "DBE") goal sheet, and the SPONSOR's cost estimate. The DEPARTMENT will review the information and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT, then a written Notice to Proceed with Construction, herein after referred to as NTP, will be issued. No work shall begin until this NTP has been issued. Once the NTP is issued by the DEPARTMENT, the SPONSOR will provide the DEPARTMENT with the following: PROJECT PLANS, prime construction contract, all sub-contracts, Notice to Award, and Sponsor's NTP for construction to the prime contractor. A pre-construction meeting will be held with all parties.

The SPONSOR shall coordinate construction activities with the DEPARTMENT's Area Engineer. In the event the SPONSOR, or Area Engineer recommend changes representing a fundamental departure from the PROJECT's approved WORK PLAN, the changes shall be reviewed by the DEPARTMENT's Project Manager. If the changes are approved, the DEPARTMENT's Project Manager shall prepare a supplemental agreement to amend the AGREEMENT's Exhibit A.

The SPONSOR shall submit to the DEPARTMENT monthly reports of the PROJECT's progress including: monthly status reports, invoices, DBE reports, etc.; further work to be done and any problems encountered or anticipated. Payment shall be made monthly on the basis of calendar months, in proportion to the percentage of work completed for each phase of work and after approval of a certified voucher from the SPONSOR. Should the work for the PROJECT begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last day of that month. The vouchers shall be numbered consecutively and submitted each month until work on the PROJECT is completed.

Payment shall be made in the amount of sums earned less previous partial payments. The final invoice shall reflect the actual cost of work accomplished by the SPONSOR and shall be the basis for final payment. The final invoice shall include all eligible costs incurred by the SPONSOR for Administration, Preliminary Engineering, Right of Way, and Construction. Final payment will be made at eighty (80) percent of the final invoice, less previous partial payments, amount not to exceed the total federal contribution or the total construction expenditures.

Expense for travel will be an allowable expense for the SPONSOR under this AGREEMENT; however, travel will be limited to charges that are directly attributable to the project. In addition, no travel expenses will be allowed for out of state travel.

Should the DEPARTMENT, pursuant to the provisions of ARTICLE XIV, terminate the work under this agreement, the SPONSOR shall be paid for the percentage of work completed at the point of termination, notwithstanding any just claims by the SPONSOR and provided construction funds were authorized and eligible construction expenditures occurred.

ARTICLE IX FINAL PAYMENT

IT IS FURTHER AGREED that upon completion and acceptance of the work by the SPONSOR, the SPONSOR shall submit to the DEPARTMENT *the "Sponsor's Certification of Final Acceptance"* form, **Final DBE Report with proofs of payment, Sponsor's Material Certification form with the approved Materials Quality Assurance Form, Sponsor's Statement of Final Project Expenditures with proof of payment, and any other project documentation required to satisfy the requirements of the Environmental Commitments Table** with the final invoice. The DEPARTMENT shall process the final invoice report initiating the DEPARTMENT's project close-out procedures. Whereupon the DEPARTMENT shall pay to the SPONSOR a sum equal to one hundred percent (100%) of the total compensation as set forth in ARTICLE VIII, herein, and consistent with all approved invoices, less the total of all previous partial payments, paid or in the process of payment.

The SPONSOR agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished in connection with the same.

The SPONSOR shall allow the examination and verification of costs by the DEPARTMENT's representatives, in accordance with the provisions of Article XII, herein. If the DEPARTMENT's examination of the contract cost records, as provided for in Article XII, results in unallowable expenses, the SPONSOR shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

Except as modified, changed, or amended, all terms and conditions of the Original Contract dated **July 7, 2016**, shall remain in full force and effect.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hand and affixed their seals the day and year above first written.

DEPARTMENT OF TRANSPORTATION

City of Villa Rica

Commissioner (SEAL)

Mayor

ATTEST:

Treasurer

Witness

Signed, Sealed & Delivered

This ____ Day of _____, 201__.
in the presence of:

NOTARY PUBLIC

Impress Sponsor's Official Seal Here

I attest that the Corporate Seal attached to this Document is in fact the seal of the Corporation and that the Officer of this Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

Impress Sponsor's Notary Stamp Here

ATTEST:

Federal Employer Tax No.



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	City of Villa Rica
Solicitation/Contract No./ Call No. or Project Description:	PI#0010457, Carroll County and Villa Rica Trailhead

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV / E-Verify User Identification Number)

Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

From: Michael S. Lawing
To: [Vicki Coleman](#)
Cc: [Felecia Basolo](#); [Cory Pfau](#); [Mark Lawing - GDOT](#)
Subject: RE: 0010457 Carroll County - Villa Rica Trailhead - Closeout Documents Accepted, Request for Signed SA#1
Date: Thursday, February 8, 2018 9:41:49 AM
Attachments: [0010457 Carroll 2018.02.08 SA #1 Funding Increase.pdf](#)
[Supplemental Agreement Checklist for Sponsors Rev 2016.12.07.pdf](#)

Good morning Ms. Coleman. Thank you for everything you have provided.

As a reminder, we have accepted the closeout documents for the above mentioned project, which is eligible for the full federal reimbursement amount of \$500,000.00.

As stated earlier in the email chain below, a supplemental agreement is required to continue the process of obtaining your full reimbursement. We have attached said agreement. Please print two copies of the attached supplement agreement, fill in all of the required information, and mail the two original hard copies back to us. Please refer to the checklist that is also attached for guidance.

Let us know if you have any questions. Thank you for your time, and I hope to hear back soon.

--

Thank you,

Michael S Lawing
TE Program Closeout Project Manager

Moreland Altobelli Associates, LLC
2450 Commerce Avenue
Suite 100
Duluth, Georgia 30096-8910
Phone: (770) 263-5945
Fax: (770)-263-5954



Agenda Item: _____

CITY OF VILLA RICA

City Council Packet

SUBJECT: July 3rd Fireworks Display Contractor Recommendation
CITY COUNCIL AGENDA DATE: March 6, 2018

DATE: February 21, 2018
PREPARED BY: Vicki D. Coleman, AICP

FISCAL IMPACT:
ANNUAL – \$23,000
CAPITAL –
OTHER –

FUNDING SOURCE: Parks and Recreation Budget

PURPOSE: The Department of Parks, Recreation, and Leisure Services is presenting the firework display contractor for the City's annual July 3rd fireworks display to Mayor and City Council for approval consideration.

BACKGROUND: The city hosts an annual fireworks display on July 3rd. The Department made an Invitation to Bid available for it firework display. The City accepted bids through Friday, February 15th at noon. Two bids were received and both were for \$23,000. The two respondents were East Coast Pyrotechnics, Inc and J&M Displays.

The evaluation of the respondent's bid calculations is attached.

STAFF RECOMMENDATION: Approval of East Coast Pyrotechnics, Inc

IMPACT: Hiring a qualified and experienced contractor is essential to successful and safe display. The fireworks display is the main attraction of the city's biggest event of the year.

MOTION: To approve East Coast Pyrotechnics, Inc as the fireworks display contractor in the amount of \$23,000.

Bid Comparison Sheet
July 3, 2018 Fireworks
Budget \$23,000.00

July 3rd Fireworks Bid Summary (2018)

Vendor	Opening Barrage Shell Sizes	Body of Program	Total 3"-6" Aerial Shells in Opening & Body	Prelude to Finale	Finale Program	Total 3"-6" Aerial Shells in Finale	Total 3"-6" Shells in the show	Total Shells
J&M Displays	1.5" -	1.5" 300	584	1.5" - 150	1.5" - 150	266	850	
	2" - 98	2.5" - 144		2" - 98	2" - 98			
	2.5" -	3" - 126		2.5" -	2.5" -			
	4"	4" - 172		3" -	3" - 240			
	5" - 7	5" - 150		5" -	5" - 14			
	6" - 3	6" - 126		6" -	6" - 12			
Total	108	1018		248	514			1888
East Coast Pyrotechnics	1.5" - 210	1.5"	621	1.5" - 250	1.5" -	336	957	
	2" -	2.5" -		2" - 150	2" - 280			
	3.5" - 10	3" - 186		2.5" - 72	2.5" - 72			
	4"	4" - 169		3" -	3" - 310			
	5" -	5" - 130		5" -	5" - 14			
	6" - 6	6" - 120		6" -	6" - 12			
Total	226	605		472	688			1991
Vendor		Postponement Cost	Cancellation of Show	Show Time	Show Fired		Insurance	
J&M Displays		\$3,220	\$6,900	20 + minutes	Electronic Fired		\$10 Million	
East Coast Pyrotechnics		\$3,450	\$9,200	20 minutes	Electronic Fired		\$5 Million	

EAST COAST PYROTECHNICS, INC.
AGREEMENT

This contract entered in this ____ of _____ A.D. **2018** by and between EAST COAST PYROTECHNICS, INC. of Catawba, S.C. and **City of Villa Rica** (customer) of City **Villa Rica** State **GA.**

WITNESSETH: EAST COAST PYROTECHNICS, INC. for and in consideration of the terms herein after mentioned, agrees to furnish to the CUSTOMER **one (1)** Fireworks Display(s) as per agreement made and accepted and made a part hereof, including the services of our Operator to take charge of and fire display under the supervision and direction of the Customer, said display to be given on the evening of **July 3, 2018 (Raindate 7/6/18)** Customer Initial _____, weather permitting, it being understood that should inclement weather prevent the giving of this display on the date mentioned herein the parties shall agree to a mutually convenient alternate date, within six (6) months of the original display date. Customer shall remit to the first party an additional 15% of the total contract price or additional expenses in presenting the display on an alternate date. The determination to cancel the show because of inclement or unsafe weather conditions shall rest within the sole discretion of EAST COAST PYROTECHNICS, INC. In the event the customer does not choose to reschedule another date or cannot agree to a mutually convenient date, EAST COAST PYROTECHNICS, INC. shall be entitled to 40% of the contract price for costs, damages and expenses. If the fireworks exhibition is cancelled by CUSTOMER prior to the display, CUSTOMER shall be responsible for and shall pay EAST COAST PYROTECHNICS, INC. on demand, all EAST COAST PYROTECHNICS, INC.'s out of pocket expenses incurred in preparation for the show including but not limited to, material purchases, preparation and design costs, deposits, licenses, and employee charges.

EAST COAST PYROTECHNICS, INC. agrees to furnish all necessary fireworks display materials and personnel for fireworks display in accordance with the program approved by the parties. Quantities and varieties of products in the program are approximate. After final design, exact specifications will be supplied upon request. EAST COAST PYROTECHNICS, INC. enters this agreement contingent upon its ability to secure delivery of product for the display.

It is further agreed and understood that the CUSTOMER is to pay EAST COAST PYROTECHNICS, INC. the sum of **\$23,000.00 (50% deposit due April 1, 2018)**. A service fee of 1 ½% per month shall be added if account is not paid in full within 30 days of the show date.

EAST COAST PYROTECHNICS, INC. will obtain Commercial Liability and Property Damage and Workers Compensation insurance. Certificate of Insurance will be provided prior to the event. All the entities listed on the Certificate of Insurance will be deemed as an additional insured per this contract.

Customer will provide the following items:

- (a) Sufficient area for the display, including a minimum spectator set back of **420 ft** at all points from the discharge area.
- (b) Protection of the display area by roping-off or similar facility.
- (c) Adequate police protection to prevent spectators from entering display area.
- (d) Search of the fallout area at first light following a nighttime display.

It is further agreed and mutually understood that nothing in this contract shall be constructed or interpreted to mean a partnership, both parties being hereto responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this contract. Customer agrees to pay any and all collection costs, including reasonable attorney's fees and court costs incurred by EAST COAST PYROTECHNICS, INC. in the collection or attempted collections of any amount due under this agreement and invoice. Signor of this contract personally guarantees full payment of this agreement.

East Coast Pyrotechnics, Inc. agrees to hold harmless, indemnify and defend the City of Villa Rica, the Parks & Recreation Department their officers, commissioners, employees, successors and assigns from and against any and all losses, costs, judgments, suits, liabilities, claims, demands and expenses (including reasonable attorney fees) incurred by any one or more of said indemnities and arising out of or connected with any personal injury, property damage or death resulting from the performance or malperformance of East Coast Pyrotechnics, Inc., hereunder.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this contract, these articles to be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

EAST COAST PYROTECHNICS, INC.

By _____

Date Signed: **2018**

Scott Donahue

PO Box 209

Catawba, SC 29704

P803-789-5733

F803-789-6440

scott@eastcoastpyro.com

CUSTOMER

By _____

It is duly authorized agent, who represents he/she has full authority to bind the Customer

Date Signed: _____

(Please Type or Print)

Name: _____

Address: _____

Phone: _____

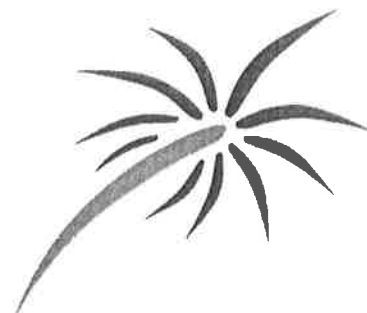
Email: _____

Billing Email: _____

Program

East Coast Pyrotechnics is proud to present this custom program for your special event. As a direct importer East Coast Pyrotechnics assembles a world class inventory of the best professional grade pyrotechnic product from the best manufactures in the industry. Our creative and technical presentation capabilities create a surefire formula for a spectacular One-of-a-kind production designed to exceed your expectations.

Opening Segment



Shot Quantities

Multi-Shot Devices

10

3" Assorted Color Comets for
Countdown to Start of Display

210

1 ½" Red to Blue to Silver
Crossette Shells

2

6" Red Chrysanthemum Shells

2

6" White Chrysanthemum Shells

2

6" Blue Chrysanthemum Shells



Main Body – 3" Aerial Shells

Shot Quantities

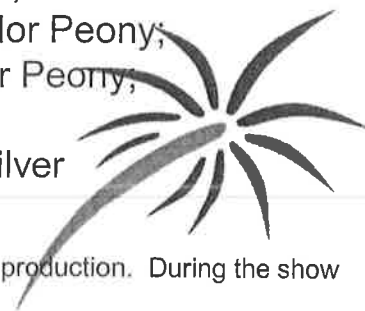
Aerial Shells

23	3" Anping Shells
23	3" Dancing Fireworks Group
23	3" Flower Basket Brand
24	3" Glorious Entertainment Production
23	3" Icon Pyrotechnics International
23	3" Lidu Fireworks Corporation Ltd.
23	3" Sunny International
24	3" Vulcan Premier Fireworks

Product Description

Assorted Flower Basket; Red Ring; White Ring; Blue Ring; Dispark Chrysanthemum; Crackling Tiger Tail; Red Tiger Tail; Blue Tiger Tail; Silver Tiger Tail; Titanium Salute; Titanium Salute with Silver Tail; Ruby, Blue, White Flashes; Lemon Ruby Blue Green Purple; Brocade Green; Brocade Purple; White Dahlia; Lemon Dahlia; Kamuro; Kamuro to Silver; Lemon & Peach Color Peony; Aqua & Red Color Peony; Cyan & Grass Green Color Peony; Orange & Purple Color Peony; Red Comets; Lemon Comets; Blue Comets; White Comets; Silver Tourbillion; Silver Tourbillion with Report

*Due to space limitations this list contains a sampling of effects to be incorporated into this production. During the show design phase products from our full inventory will be utilized.





Main Body – 4" Aerial Shells

Shot Quantities

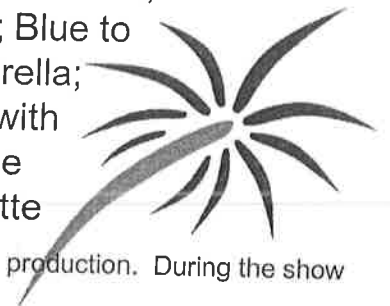
Aerial Shells

22	4" Anping Shells
21	4" Dancing Fireworks Group
21	4" Flower Basket Brand
21	4" Glorious Entertainment Production
21	4" Icon Pyrotechnics International
21	4" Lidu Fireworks Corporation Ltd.
21	4" Sunny International
21	4" Vulcan Premier Fireworks

Product Description

Red to Blue Crackling Tail Peony; Purple Crackling Tail Peony; Orange with Green Palm; Charcoal Crossette; White Dahlia; Ring Purple & Lemon (alternating stars); Time Rain Coconut Tree; Purple Rays & Green Strobe; Silver Crown & Blue Stars; Lemon & Blue Glittering; Gold Flash to Red; Assorted Glorious with Tail; Assorted Glorious; Kamuro; White Strobe Waterfall; Blue to Brocade; Red to Brocade; Multicolor Pastel Umbrella; Twilight Glitter Umbrella; Gold Glitter Umbrella with Red Tips; Red Strobe Waterfall; Lemon Strobe Waterfall; White Strobe Waterfall; Red Crossette

*Due to space limitations this list contains a sampling of effects to be incorporated into this production. During the show design phase products from our full inventory will be utilized.





Main Body - 5" Aerial Shells

Shot Quantities

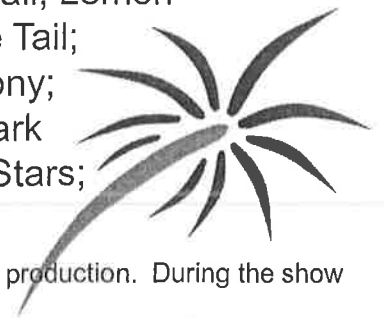
Aerial Shells

16	5" Anping Shells
16	5" Dancing Fireworks Group
16	5" Flower Basket Brand
17	5" Glorious Entertainment Production
16	5" Icon Pyrotechnics International
16	5" Lidu Fireworks Corporation Ltd.
16	5" Sunny International
17	5" Vulcan Premier Fireworks

Product Description

Crackling Palm with Crackling Tail; Green to Silver Diamond; Christmas Dahlia with Silver Tail; Red Peony; Blue Peony; Silver Wave to Red; Glittering Silver to Color; Green Strobe; Smiling Face; Sunflower with Rising Comet; Silver to Red & Blue Palm Tree; Red Dahlia with Red Tail; Blue Dahlia with Blue Tail; Lemon Dahlia with Lemon Tail; Purple Dahlia with Purple Tail; Blue Peony with Yellow Pistil; Blue to Silver Peony; Red Peony with Blue Pistil with Gold Tail; Dispark Chrysanthemum; Red Flying Stars; White Flying Stars; Red Five Point Star; Gold Willow to White

*Due to space limitations this list contains a sampling of effects to be incorporated into this production. During the show design phase products from our full inventory will be utilized.





Main Body - 6" Aerial Shells

Shot Quantities

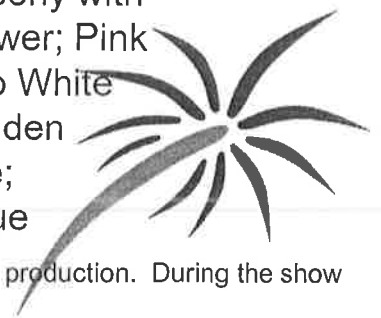
Aerial Shells

15	6" Anping Shells
15	6" Dancing Fireworks Group
15	6" Flower Basket Brand
15	6" Glorious Entertainment Production
15	6" Icon Pyrotechnics International
15	6" Lidu Fireworks Corporation Ltd.
15	6" Sunny International
15	6" Vulcan Premier Fireworks

Product Description

Brocade Red and Green & Double Rings; Red Dark Red Peony; Blue Dark White Peony; Red to White to Silver to Blue Peony; Gold Flashing to Color Peony; Yellow to White Flash with Brocade Purple; Gold Flitter with Purple Pistil with Gold Tail; Kamuro; Gold Glitter Crossette; Kamuro to White Strobe; Lemon Peony with Silver Tail; Red to White Strobe with Red Crackle Flower; Pink Peony with Sparkling Pistil with Silver Tail; Green to White Strobe with Silver Tail; Green Strobe Willow; Golden Kamuro to Green; Golden Kamuro to Purple; Red Crossette; Brocade; Twilight Glitter to Blue

*Due to space limitations this list contains a sampling of effects to be incorporated into this production. During the show design phase products from our full inventory will be utilized.



Multi-Shot Barrage Segments

Shot Quantities

Multi-Shot Items

100

2" Silver Whirling Dragon
Shells

36

2 ½" Gold Glitter Palm Tree
Shells

36

2 ½" White Plum Flower
Shells

100

1 ½" Blue Tail to Glitter Gold
Crown Shells

100

1 ½" Wave Willow Comets to
Red Palm Tree Shells

50

2" Red, White and Blue
Peony Shells w/ Silver Tails

50

1 ½" Red, Green and Purple
Dahlias to Brocade Crown
Shells



Grand Finale

Shot Quantities

Product Description

72

2 ½" Assorted Color Peony Shells w/
Titanium Salutes

280

2" Silver Whistles w/ Titanium Salutes

40

3" Shimmering Colored Peony Shells

40

3" Sparkling Variegated Dahlia Shells

30

3" Multi-Colored Chrysanthemum Shells

30

3" Radiant Assorted Palm Tree Shells

30

3" Assorted Color Star Shells

30

3" Golden Waterfall Shells

30

3" Brocade Crown Shells

80

3" Titanium Salutes with SilverTails

7

5" Gold Crackling Willow Shells

7

5" Gold Brocade Kamuro Shells

6

6" Gold Palm Tree Shells

6

6" Gold Brocade Kamuro Shells





CITY OF VILLA RICA

City Council Agenda Item

DATE: February 22, 2018

SUBJECT: July 3rd Music Band Performance

CITY COUNCIL AGENDA DATE: March 6, 2018

FISCAL IMPACT: N/A

ANNUAL – \$4,500

CAPITAL –

OTHER –

FUNDING SOURCE: Parks and Recreation Budget

PURPOSE: The Department of Parks, Recreation, and Leisure Services is presenting a contract for “Departure, The Journey Tribute Band” ‘s musical performance at the July 3rd Fireworks display event.

BACKGROUND: The city hosts its annual July 3rd Fireworks display, which includes a performance by a band. To secure the Departure Band’s performance, a contract for service must be approved. The \$4,500 cost is within the City Manager’s spending authority; however, a contractual agreement requires City Council approval.

STAFF RECOMMENDATION: Approval

IMPACT: NA

MOTION: To approve the Departure Band’s performance contract at the July 3rd Fireworks event for \$4,500.



Attachment B: Performance, Accommodations & Plot Rider

This rider constitutes part of our contract with you. All equipment must be provided to us in good, working condition. If any items are not provided as requested without prior band approval, we reserve the right to cancel our performance and retain our show deposit, plus demand reimbursement for any losses incurred due to travel expenses and possible lost revenue. A representative of the person or company providing any backline equipment must be available throughout sound-check and the show to ensure said equipment's proper performance.

Front of House PA Specifications (when venue provided)

1. Sound system capable of delivering full, clean, undistorted sound adequate for the venue. (i.e. – capable of delivering SPL of 105db, thru out venue and at “house” mix position; frequency response of 30Hz – 18kHz +/- 3db, total harmonic distortion + noise below 0.5% at full rated power.) A sound console with 36 available channels is requested, 24 channels at minimum. Microphones and mic stands must be CLEAN and in good working condition. System must not obstruct audience line of sight (subject to venue / promoter approval). Experienced operator familiar with the system must be available to operate the system throughout the sound-check and performance. SEE STAGE PLOT / INPUT LIST FOR DETAILS AND MIC/STANDS AND DI REQUIREMENTS
2. IF AT ALL POSSIBLE, please provide a digital front of house console (Digidesign Profile or Yamaha M7CL48 as examples). This will eliminate the need for most of the outboard gear required with analog consoles. If an analog system is provided, please have a professional quality two channel 31 band eq on main outputs for tuning. Also, all processors shall be set up and operating before we arrive and should not be touched or retuned after sound check.



Stage Monitor Specifications (when venue provided)

1. If using In-Ear System: DEPARTURE will bring a rack mounted Behringer X-32 rack mounted mixing board which will control the mixes for all 5 members. Additionally to the In-Ear system, lead singer (center front stage location) will require two (2) floor wedges, (15"+ horn preferred), which will be mixed by venue provided sound engineer.

In-Ear System includes a custom-built fifteen (15) foot snake that can either serve as a flow thru to connect our input list to the front of house or can be fed by splitter snake.

2. If using Floor Wedges: DEPARTURE requires 5 mixes w/ 1 wedge each, 2 for lead singer. (15"+ horn preferred). A second wedge (15"+ horn) for the lead guitar, and bass guitar along the front of the stage will also be acceptable. If stage is larger than 30' wide, an additional Floor monitor (and microphone) will be required to the right of drum riser (stage right). See optional setup on stage plot for bass wedge.
3. Experienced monitor operator familiar with system must be available to operate the system throughout the sound-check and the entire performance.

Stage Lighting Specifications (when venue provided)

1. Lighting adequate for the stage area. All parts of the stage must be well lit with no dark areas. Bright colored gels are requested. Lighting operator (LD) familiar with the system must be available throughout performance to operate the system.
2. Recommended, but not required: 5 Incandescent front specials focused at each band member position.
3. Recommended, but not required: 3 color washes (we love LED fixtures and movers)
4. Recommended, but not required: Par 64 LED double yoke for up-lighting



5. Recommended, but not required: DMX Hazers / Foggers and fans

Staging Specifications

1. DEPARTURE (Band) requires sufficient space to perform. Preferable staging should be 24' wide by 20' deep to adequately accommodate the performance space for the band. Minimum specifications 15' wide by 15' deep. Open floor space requires a clear space of 30' by 20' to accommodate band performance and PA set up.
2. Staging height preference is 12" to 36" for backline elevation.
3. Preference of two risers: Center for drums to be 18 to 24 inch, 8ft x 8ft. Stage Right 12inch minimum, but may be same height as drums, 8ft x 8ft is space permits, minimal 8ft x 4ft. See attached stage plot for locations.

Access/Power/Coverage

1. Venue must be open, lighted, and available (free of obstructions and bystanders) for load-in and out, setup, and sound check, a minimum of 3 hours prior to scheduled doors opening and 1 1/2 hour after show end. Power must be on and circuit breakers accessible the entire time.
2. DEPARTURE must be provided a minimum time frame of 75 minutes to set backline and conduct a full sound check.
3. The band requires access to a minimum of two (2) electrical outlets within 10 feet of the area in which they will be set up, with independent electrical loads. Band would also prefer to have power accessible along the front of the stage and at each set up location as indicated on the stage plot below. Band will not be held responsible for insufficient power supply. Two (2) additional independent electrical outlets will be provided for monitor and PA within 10 feet of the mix area.



4. If the function is outdoors, the band and mix position and their equipment must be provided with adequate overhead covering/roofing or tenting from the outdoor elements. The covering must be set up and in place in time to allow set-up and tear down to proceed in normal fashion (3 hours prior and 1 1/2 hour after show time). The client is aware that the performance may be temporarily suspended during inclement weather for the safety of guests and to prevent damage to band's equipment.

Opening Acts

1. If there is to be an opening act for this performance, they must provide their own stage equipment. DEPARTURE will not be made to allow the opening act to use our stage equipment, however, it may be allowed at the discretion of DEPARTURE with prior arrangement, either in part or in whole. DEPARTURE will also not be made to strike, move, or otherwise relocate our stage gear or props once it has been positioned for our sound-check and performance without prior arrangement.

Accommodations Specifications: Total Buyout Provision - \$150

Applies only to day of performance and only for the meal in connection with the performance time. Other meals associated with travel will be handled separately.

1. **Meal Buyout Provision:** If venue works under a bar/food tab provision, DEPARTURE's 5 members require \$100 (\$20 per member) for food.
2. If venue provides food, minimum of one (1) meal per member for each of the 5 members and any band provided engineers or staff at least two (2) hours before the performance time. Actual number required will be disclosed prior to event. Food vouchers for a venue that is within walking/short travel (less than 10 minutes) distance is also agreeable, where food is not available at the venue.
3. **Beverage Buyout Provision:** ~~If venue does not provide alcoholic beverages, DEPARTURE's 5 members requires \$50 (\$10 per member) for beverage purchases.~~



Page 5 of 7

4. ~~If venue provides alcohol, preferred Alcoholic beverages: DEPARTURE requests one (1) case of light beer (24 bottles/cans) Michelob, Miller, Budweiser, Coors, or the like (on ice/refrigerated), AND one (1) 750ml (or larger) bottle of Jagermeister (on ice/freezer), if permissible by venue or local regulations.~~
5. Venue to provide band a minimum of one (1) case, (24 bottles) of water.
6. Mixed supply of sodas (diet and regular) on ice/refrigerated.
7. Twelve (12) RedBull or equivalent energy drinks, with at least eight (8) sugar free.
8. Various snacks for band would be appreciated.
9. **HOTEL ACCOMMODATIONS:** ~~If hotel accommodations are provided for the band, minimum of 3 rooms with double or larger beds to accommodate 5 band members. Must have at least one double bed or larger per member. Hotel must have a minimum rating of "3 stars" as determined by rating on Hotels.com.~~



Stage Plot/Input List – 23 Total Inputs

- 5 Vocal Mics (3 across the front, 1 Keyboardist & 1 Optional Additional Mic)
- 11 Drum Mics (4 Toms up, 2 Floor Toms, 1 Kick, 1 Snare, 1 High Hat, 2 overheads)
- 3 Guitar inputs (Bass, Rhythm, Lead)
- 4 Keyboard DI inputs

Stage Plot

Front of Stage





Page 7 of 7

In-Ear Input List

**Behringer X32 – 16 Channel, 15 foot isolated splitter snake
For Pass Through: Sound Engineer should plug into our snake as
listed below and plug our male connection into the channel used for
Front of House.**

Input List:

- Channel 1: Kick (Primary)**
- Channel 2: Snare**
- Channel 3: Hat**
- Channel 4: Overhead Left**
- Channel 5: Overhead Right**
- Channel 6: Bass**
- Channel 7: Lead Guitar**
- Channel 8: Piano (bottom keyboard)**
- Channel 9: Synth (top keyboard)**
- Channel 10: Stage Right Front Vocal (Lead Guitar)**
- Channel 11: Center Front Vocal (Lead Vocal)**
- Channel 12: Stage Left Front Vocal (Bass Vocal)**
- Channel 13: Stage Left Rear Vocal (Keyboard Vocal)**
- Channel 14: Rhythm Guitar**
- Channel 15: Ambient Stage Mic**
- Channel 16: Talkback Vocal**



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

This Musical Performance Contract (this "Contract") is made effective as of **March 6, 2018**, (the "Effective Date") by and between DEPARTURE ("DEPARTURE Entertainment, LLC"), of 1255 Whisper Cove Drive, Buford, Georgia 30518, and the "CLIENT", **City of Villa Rica**, whose mailing address is: **571 W. Bankhead Highway, Villa Rica, GA 30180**, telephone number is: **770-469-7000** and e-mail address is **adoyal@villarica.org** for the functions of:

DESCRIPTION OF SERVICES: **DEPARTURE: The Journey Tribute Band performance at Villa Rica July 3rd Fireworks Display**, to be held on the date of: **Tuesday, July 3, 2018**, format of event: **Two (2) hour concert-styled performance, start time of 7:30PM until the fireworks start**, held at: **Villa Rica Sports Complex**, at the agreed upon rate of: **\$4,500.00**. Sound, staging and lighting equipment will be provided by CLIENT with a professional sound engineer to setup and operate sound and lighting equipment for the duration of the performance and must comply with specifications outlined in **ATTACHMENT B: Performance, Accommodations and Plot Rider**.

RAIN OUT PROVISION: If inclement weather prevents the performance from occurring on **Tuesday, July 3, 2018**, an alternative date of **Friday, July 6, 2018** will be secured by an additional deposit of **\$2,250.00**. If both performances are rained out, the deposits are non-transferable and non-refundable and an additional make-up date will be offered by mutual consent within sixty (60) days.

CLIENT Initials: _____

DEPARTURE Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

DEPOSIT AND CANCELLATION: Your event will be guaranteed and reserved upon receipt by mail of this original signed contractual agreement by the appropriate party along with a non-refundable, non-transferable retainer in the amount of **\$2,250.00 for each of two dates (July 3, 2018 and July 6, 2018) for a total of \$4,500.00.** The remaining balance of the account (**\$2,250.00**) is due in full on the day of the event immediately following the conclusion of the performance. Any cancellations, changes in dates or times must be received in writing thirty (30) days prior to the event or the remaining balance of the account will be due in full, with the exclusion of the second reserved date. A mandatory **\$35.00** fee will be applied to all returned, unpaid checks.

INDEMNIFICATION. Client: **City of Villa Rica**, its partners, directors, employees, officers, representatives, agents, shareholders, related entities, affiliates, parents, subsidiaries, and divisions, or their respective predecessors, successors, assigns, directors, employees, officers, representatives, agents, and shareholders, agrees to indemnify and hold harmless "DEPARTURE," its members and agents from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may arise as a direct or indirect result of provision of service under this contract, and/or from activities or events during the performance for any reason unless due to the negligence of DEPARTURE. The CLIENT agrees to assume complete liability for all claims of personal injury or property damage arising from the engagement noted herein and holds "DEPARTURE" and its members harmless with respect to any and all claims, actions and charges of every kind, nature and description unless due to the negligence of DEPARTURE. CLIENT shall not be responsible or liable for any copyright, trade name, trade mark, performance right,

CLIENT Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

license fee, or royalties claim by others in connection with or related to Departure's name, marketing, or music performed.

INCLEMENT WEATHER. If the function is outdoors, the CLIENT agrees to ensure that the band and their equipment are furnished with adequate covering from the outdoor elements. The CLIENT is aware that the performance may be temporarily suspended during inclement weather for the safety of guests and to prevent damage to band's equipment.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event and all monies paid by City of Villa Rica, shall be refunded in full if the Force Majeure is applied. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

CLIENT Initials: _____

DEPARTURE Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract. All expenses associated with said Arbitration will be shared equally between the client and DEPARTURE.

TERM. DEPARTURE and CLIENT agree that this Contract shall commence on the above date listed in the first paragraph on page 1 of this agreement and terminate on **July 7, 2018 (Day**

CLIENT Initials: _____

DEPARTURE Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

following the second reserved date). Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be governed by the laws of the State of **Georgia**.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

CLIENT Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

ENTIRE CONTRACT. This Agreement constitutes the entire Agreement between DEPARTURE and CLIENT, and it supersedes any and all other agreements, whether written or oral, between DEPARTURE and CLIENT with respect the event(s) specifically listed within.

CLIENT Initials: _____

DEPARTURE Initials: _____



1255 Whisper Cove Drive
Buford, GA 30518

Contractual Agreement

I understand and agree to the terms of this contract as detailed above:

CLIENT's Signature: _____ Date: _____

Printed Name: _____

Doug Ballard: _____ Date: _____

“DEPARTURE Entertainment, LLC”

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CLIENT Initials: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency purchase over \$10,000.00

AGENDA DATE: March 1st, 2018

DATE PREPARED: 2/22/18

PREPARED BY: Dean Zeigler, WPCP Manager

AMOUNT: \$14,075.71

GL ACCOUNT #: 505 4330 522220

PURPOSE: Emergency replacement of the Variable Frequency Drive (VFD) controlling the #2 Aeration Motor for the Biological Treatment Basin.

BACKGROUND: On Monday, February 19, 2018 at approximately 3:30PM, alarms from the Supervisory Control and Data Acquisition (SCADA) system indicated a power surge at the Tallapoosa West Water Pollution Control Plant. Typically, when this occurs, power is lost to many of the plant process units. In this instance, it included the aeration motors on the Biological Treatment Basin. The aeration of this basin is critical to the overall operation of the plant by providing dissolved oxygen to the microbial population. The on-call operator responded to the alarm and successfully reset the Variable Frequency Drives (VFDs) throughout the process with the exception of the #2 Aeration Motor. After the situation was assessed, technical support was contacted, and it was determined the VFD on the #2 Aeration Motor had failed.

STAFF RECOMMENDATION: Replace the damaged VFD on the #2 Aeration Motor as an emergency repair with a new Yaskawa Drive, in order to avoid the loss of the Biological Population and from potentially violating the National Pollutant Discharge Elimination System (NPDES) discharge permit. PRB Electronics, a local company, was contacted to complete the repairs. They are familiar with the plant having already replaced other VFD's for us.

IMPACT: Funds covering the replacement cost are available in the budget line for Equipment Maintenance & Repair.

MOTION: It is recommended that a motion be made to approve the work completed by PRB Electronics to replace the Variable Frequency Drive to the #2 Aeration Motor at the City of Villa Rica's West Plant for the amount of \$ 14,075.71.

PRB ELECTRONICS, INC.

INDUSTRIAL ELECTRONIC ENGINEERING

2108 FAIRBURN ROAD SUITE E
DOUGLASVILLE, GA 30135

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
2/22/2018	Q10007	19 FEB 2018
QUOTED BY	JOB #	SERVICE DATE
PERRY	R10007	2/19/2018

BILL TO
CITY OF VILLA RICA 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
VILLA RICA WASTE WATER 185 BARBER INDUSTRIAL CT VILLA RICA, GA 30180

CUSTOMER PO #	CUSTOMER JOB #	SALES REP	TERMS	SHIP VIA	JOB TYPE
		BD	Net 30	ON SITE	F/S
QTY	ITEM	PART # / DESCRIPTION		UNIT	Total
3	ENGINEERING	ENGINEERING SERVICE - 19 FEB 2018		105.00	315.00
0.5	STRAIGHT TIME	TRAVEL TO JOB SITE - 19 FEB 2018		105.00	52.50
1.5	STRAIGHT TIME	FIELD SERVICE LABOR, WASTE WATER WEST PLANT, AERATOR #2 MAIN DRIVE - 19 FEB 2018		105.00	157.50
0.5	STRAIGHT TIME	TRAVEL FROM JOB SITE - 19 FEB 2018		105.00	52.50
34	MILEAGE	MILEAGE TO/FROM JOB SITE - 19 FEB 2018		0.60	20.40
1	PREP TIME	PREPARATION TIME FOR SERVICE CALL, TWO MEN, LOADING NEW DRIVE, TOOLS AND SUPPLIES - 20 FEB 2018		105.00	105.00
1.5	STRAIGHT TIME	TRAVEL TO JOB SITE, TWO TRUCKS - 20 FEB 2018		105.00	157.50
13	STRAIGHT TIME	FIELD SERVICE LABOR, TWO MEN, WASTE WATER WEST PLANT, AERATOR #2 MAIN DRIVE - 20 FEB 2018		105.00	1,365.00
2	ENGINEERING	ENGINEERING FIELD SERVICE FOR SYSTEM INTEGRATION/RETROFIT, ETHERNET COMMS - 20 FEB 2018		125.00	250.00
5	OVERTIME	FIELD SERVICE LABOR, TWO MEN, WASTE WATER WEST PLANT, AERATOR #2 MAIN DRIVE - 20 FEB 2018		157.50	787.50
1	OVERTIME	TRAVEL FROM JOB SITE - 20 FEB 2018		157.50	157.50
68	MILEAGE	MILEAGE TO/FROM JOB SITE, TWO TRUCKS - 20 FEB 2018		0.60	40.80
0.5	STRAIGHT TIME	TRAVEL TO JOB SITE, TWO TRUCKS - 21 FEB 2018		105.00	52.50
3	STRAIGHT TIME	FIELD SERVICE LABOR, WASTE WATER WEST PLANT, AERATOR #2 MAIN DRIVE - 21 FEB 2018		105.00	315.00

Total

Signature

PRB ELECTRONICS, INC.

INDUSTRIAL ELECTRONIC ENGINEERING

2108 FAIRBURN ROAD SUITE E
DOUGLASVILLE, GA 30135

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
2/22/2018	Q10007	19 FEB 2018
QUOTED BY	JOB #	SERVICE DATE
PERRY	R10007	2/19/2018

BILL TO
CITY OF VILLA RICA 571 WEST BANKHEAD HWY VILLA RICA, GA 30180

SHIP TO
VILLA RICA WASTE WATER 185 BARBER INDUSTRIAL CT VILLA RICA, GA 30180

CUSTOMER PO #		CUSTOMER JOB #	SALES REP	TERMS	SHIP VIA	JOB TYPE	
			BD	Net 30	ON SITE	F/S	
QTY	ITEM	PART # / DESCRIPTION			UNIT	Total	
7.5	ENGINEERING	ENGINEERING FIELD SERVICE FOR SYSTEM INTEGRATION/RETROFIT, ETHERNET COMMS - 21 FEB 2018			125.00	937.50	
0.5	STRAIGHT TIME	TRAVEL FROM JOB SITE, TWO TRUCKS - 21 FEB 2018			105.00	52.50	
34	MILEAGE	MILEAGE TO/FROM JOB SITE - 21 FEB 2018			0.60	20.40	
1	CIMR-PU4A0208AAA	P1000, 480V, 3 PH, 208A, IP00 ENCLOSURE			8,721.45	8,721.45	
1	UUX000527	OPTION, KIT, DIGITAL REMOTE OPERATOR, NEMA TYPE 3R/4X			138.00	138.00	
1	SI-EN3D	OPTION, KIT, ETHERNET / IP w/DLR, DUAL PORT			292.32	292.32	
1	KIT, DRIVE RETROFIT	MISC. COMPONENTS FOR DRIVE RETROFIT			84.84	84.84	

1. This quote does not include any applicable shipping & taxes.
2. This quote is valid for 30 days from date of issuance.
3. If authorized, this quote will be entered in accordance with the prices, terms, delivery method, and specifications listed above.
4. Please notify us immediately if specifications or delivery method are to be modified. However, we cannot guarantee any changes after authorization.
5. Send all correspondence to:
JUDY SMITH EMAIL ~ judy@prbelectronics.com
PRB ELECTRONICS, INC.
2108 Fairburn Rd., Ste. E
Douglasville, GA 30135
Phone 770.949.9426; Fax 770.577.1164

Total	\$14,075.71
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Signature _____



CITY OF VILLA RICA

City Council Packet

SUBJECT: Railroad Crossing violation fines

CITY COUNCIL AGENDA DATE: 03/05/2017

DATE: 02/22/2018

PREPARED BY: Captain Scott Parker

FISCAL IMPACT: \$0.00

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: none needed

PURPOSE: To reduce certain railroad crossing fines to a reasonable amount.

BACKGROUND: Some time ago fines pertaining to railroad crossings were raised from \$250 to \$1000. We believe the fine increase was meant for code section 40-6-140F Insufficient undercarriage clearance, which pertains to the clearance of certain vehicles crossing tracks, specifically tractor trailers that are getting stuck on the tracks.

STAFF RECOMMENDATION: We recommend that the fines for code sections 40-6-140 failure to stop for railroad crossing, 40-6-140B disregard R.R. crossing barrier and 40-6-141 failure to stop at stop sign at railroad crossing be reduced back to \$250.

IMPACT: \$0.00

MOTION: I make a motion to lower the fines for 40-6-140, 40-6-140B and 40-6-141 to \$250 instead of \$1000.