

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
DANNY CARTER, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MONTAHAN
STEPHANIE WARMOTH
ANNA MCCOY

City of Villa Rica



CITY MANAGER: TOM BARBER
CITY CLERK: THERESA CAMPBELL
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

April 9, 2024 | 1:30 PM

Review of the Agenda (Mayor Leslie McPherson)

A. Governing Body (Mayor Leslie McPherson)

1. Amendment to Villa Rica Code of Ordinances Chapter 4-Alcohol Beverages Section 4-37 Special Use Permit (Kevin Drummond, Attorney)
2. Mirror Lake @South Harbour Unit IIA Final Plat (Kevin Drummond, City Attorney)

B. Community Development (Tracy Jarvis, Director)

1. Gold Dust Recreation HVAC Replacement (Nic Griffin, Building Official)
2. ABL-03-24 Publix Super Markets, Inc. and Public Hearing (Whitney Cox, Licensing Specialist)
3. ABL-04-24 Arandas, Inc. dba Los Cowboys Mexican Restaurant (Whitney Cox, Licensing Specialist)
4. VA-04-24 & VA-06-24 Buffer Variances for New Development at Baker Industrial Court (Parcel # V06 0070144) Public Hearing (Shaun Daniels, Planner)
5. VA-05-24 & VA-07-24 Variances for Chick-Fil-A to operate a temporary food truck at 779 W. Bankhead Hwy Public Hearing (Shaun Daniels, Planner)
6. CU-04-24 & CU-05-24 Special Exception Use Requests to allow (4) semi-trailer lanes on lot & Allow Vape shop in C2 zone - Public Hearing (Shaun Daniels, Planner)

C. Main Street

1. Appointment of Main Street Advisory Board Member (Alisa Doyal, Main Street Manager)
2. Appointment of Main Street Advisory Board Member (Alisa Doyal, Main Street Manager)
3. Appointment of Main Street Advisory Board Member (Alisa Doyal, Main Street Manager)
4. Appointment of Downtown Development Authority Board Member (Alisa Doyal, Main Street Manager)
5. Appointment of Downtown Development Authority Board Member (Alisa Doyal, Main Street Manager)
6. 2024 License Agreements with Los Cowboys Mexican Restaurant (Alisa Doyal, Main Street Manager)

D. Parks, Recreation & Leisure Services (Tracie Ivey, Director)

1. July 3 Fireworks Display (Traci Ivey, Parks and Rec Director)
2. July 3rd Professional Services Contract with RCS Productions, Inc. (Traci Ivey, Parks and Rec Director)

3. May is Older Americans Month Proclamation (Traci Ivey, Parks and Rec Director)

E. Utilities (John Bain, Director)

1. Cleghorn Pump Station Force Main Relocation (Erick Broz, Wastewater Manager)

F. Finance (Jennifer Hallman, Finance Director)

1. Approve the property & liability insurance renewal with Georgia Interlocal Risk Management Agency (GIRMA) (Jennifer Hallman, Financial Director)
2. Approve the excess cyber liability insurance renewal (Jennifer Hallman, Finance Director)

G. City Manager (Tom Barber)

1. Demonstration of Stormwater Utility video (Ken Denny, PIO)
2. Stormwater Utility Proposals (Bobby Elliott)
3. Reduction of Speed Limit on Clearview Street (Bobby Elliott)
4. Ashley Place Stop Sign Request (Bobby Elliott)
5. Old Tanyard Rd. Culvert Repair (Bobby Elliott)
6. ER Snell Change Order in Carroll Vista Subd. (Bobby Elliott)
7. Georgia Power Lighting Services Agreement (Tom Barber, City Manager)

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.)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment to Villa Rica Code of Ordinances Chapter 4-Alcohol
Beverages Section 4-37 Special Use Permit

AGENDA DATE: April 9, 2024

DATE PREPARED: March 20, 2024

PREPARED BY: Kevin W. Drummond/Alisa Doyal

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: The City of Villa Rica currently only allows the sale of beer and wine at special events sanctioned by the city occurring on city or public property. Villa Rica Main Street Plans to contract with Los Cowboys as the caterer to provide exclusive alcohol sales during the West Georgia Jazz Festival and the Summer Concert Series. Los Cowboys would like to be able to sell margaritas in addition to beer and wine at said events. Currently, Villa Rica Special Use Permit Ordinance only allows beer and wine sales. The proposed change would allow the chosen vendor to be able to sell the type of alcohol beverages that they would otherwise be allowed to sell under their current alcohol and caterer's licenses.

STAFF RECOMMENDATION: Staff recommends that the Council approve the amendment to Ordinance Chapter 4 Section 4-38 Special Use Permit

MOTION: I move to approve the amendment to Villa Rica Ordinance Chapter 4 Section 4-38 attached hereto to be effective immediately.

Sec. 4-38. Temporary permit for special event sales.

- (a) The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

City council approval means a majority vote of a quorum of the city council at a duly scheduled or called meeting.

Special event means an event approved and sanctioned by the city occurring on city or public property, or an event in which the city's personnel oversees such event.

Structure means an area that can be contained by a secured, contiguous structure including walls, sturdy fencing or other similar approved structures. The structure must be approved by the chief of police or his designee.

- (b) Any entity maintaining an alcohol beverage license in good standing with the state may obtain a temporary special event permit for the sale of ~~beer and/or wine~~ alcohol at a city special event under the following terms and conditions:
- (1) Such applicant must complete in a timely manner, the respective application and submit the fee of \$250.00. The applicant shall submit a plan or rendering, and detailed procedures in compliance with subsection (b)(3) of this section. The city manager shall review such application and make recommendations to the city council.
 - (2) The application must be duly approved by the city council after considering the standards and guidelines set forth herein and in section 4-39.
 - (3) The area in which sales and consumption are to occur must be enclosed by some structure providing the public ingress/egress through only one main entrance. When safety considerations and/or effective traffic circulation issues exist, more than one but no more than three entrance/exits may be allowed in certain circumstances as approved by the chief of police or his designee. No individual shall be permitted to leave this confined area with an open drink. The applicant must provide its own staff and procedures to ensure compliance with this section.
 - (4) Notwithstanding the provisions of subsections (b)(1) through (3) of this section, nothing in this section shall relieve applicants from complying with all other provisions of this chapter and state law.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to South Harbor IIA Final Plat

CITY COUNCIL AGENDA DATE: February 13, 2024

DATE: February 2nd, 2024

PREPARED BY: Nic Griffin, Project and Development Official

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: N/A

PURPOSE: To amend the South Harbor IIA Final Plat. This amendment would adjust the site conditions requirements set forth in the current plat. The current square footage minimums are as follows:

Site conditions:

RANCH HOUSE PLAN = 2,600 SQ. FT. MINIMUM

TWO STORY HOUSE PLAN = 3,000 SQ. FT. MINIMUM

AVERAGE SQ. FT. = 3,100 SQ. FT.

Proposed site conditions:

HOUSE PLAN = 2,600 SQ. FT. MINIMUM

AVERAGE SQ. FT. = 3,000 SQ. FT.

BACKGROUND: South Harbor IIA is experiencing unforeseen hardship achieving the square footage requirements due to various reasons.

STAFF RECOMMENDATION: Staff recommends approval of the proposed amendments.

PLANNING COMMISSION: Not required.

MOTION:

1. I move to approve the amendment to the current square footage requirements as proposed in the revised Final Plat Mirror Lake At South Harbour Unit IIA.

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THIS BLOCK RESERVED FOR CLERK OF
SUPERIOR COURT

CITY OF VILLA RICA
FINAL PLAT REVISION APPROVAL

THIS SUBDIVISION HAS BEEN APPROVED FOR RECORDING BY THE MAYOR AND CITY COUNCIL OF VILLA RICA, GEORGIA, AND HAS FIRST BEEN TECHNICALLY EXAMINED BY THE MAYOR AND CITY COUNCIL AND THE CITY MANAGER AND APPROVED IN ACCORDANCE WITH EXISTING RULES AND REGULATIONS.

CITY CLERK OF VILLA RICA _____ DATE _____

MAYOR _____ DATE _____

SURVEYOR'S CERTIFICATION

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THEIR LOCATION, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN AND THE PLAT COMPILES WITH ALL REQUIREMENTS OF THE VILLA RICA SUBDIVISION REGULATION ORDINANCE.

James A. Cannington 03/26/2024

JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
3100 BRECKINRIDGE BLVD., BUILDING 300
DULUTH, GA. 30096

OWNERS ACKNOWLEDGMENT

THE OWNER OF LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED THERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY AND DEDICATES TO THE USE OF TO THE PUBLIC FOREVER, ALL STREETS, PARKS, DRAINS, EASEMENTS AND PUBLIC GROUNDS THEREON, WHICH COMPRISE A TOTAL OF 2.27 ACRES FOR THE PURPOSE THEREIN EXPRESS.

SUBDIVIDED: SEE PLAT BOOK 41, PAGE 279 FOR ORIGINAL SIGNATURES
(PRESIDENT)
JLC MIRROR LAKE, LLC
DATE:

OWNER: SEE PLAT BOOK 41, PAGE 279 FOR ORIGINAL SIGNATURES
(PRESIDENT)
JLC MIRROR LAKE, LLC
DATE:

CITY OF VILLA RICA APPROVAL

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SEE PLAT BOOK 41, PAGE 279 FOR ORIGINAL APPROVAL SIGNATURES
CITY CLERK OF VILLA RICA _____ DATE _____

SEE PLAT BOOK 41, PAGE 279 FOR ORIGINAL APPROVAL SIGNATURES
MAYOR _____ DATE _____

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS,
RESTRICTIONS, AND EASEMENTS ARE
RECORDED IN DEED BOOK 1206, PAGE 370
OF DOUGLAS COUNTY, GEORGIA RECORDS

FINAL PLAT REVISION
MIRROR LAKE AT
SOUTH HARBOUR
UNIT IIA

SITE DATA

DEVELOPER/CLIENT: MIRROR LAKE REI, LLC
4250 KEITH BRIDGE ROAD
SUITE 280
CUMMING, GA. 30041

CONTACT: JAMES NASH 678-898-7332

SURVEYOR: HUSSEY GAY BELL
3100 BRECKINRIDGE BLVD.,
BUILDING 300
DULUTH, GEORGIA 30093

Land Lots 174 & 179
2nd District-5th Section
Douglas County, Georgia
City of Villa Rica

FINAL PLAT REVISION NOTE

THE PURPOSE OF THIS FINAL PLAT REVISION IS TO CHANGE THE SITE CONDITIONS NOTE BELOW ON BEHALF OF THE DEVELOPER SHOWN HEREON, AS REQUIRED BY THE CITY OF VILLA RICA, AND RECERTIFY THE PLAT. NOT ALL LOTS ARE CURRENTLY OWNED BY THE DEVELOPER AND HOUSES HAVE BEEN CONSTRUCTED WHICH ARE NOT SHOWN HEREON. NO CONSIDERATION HAS BEEN GIVEN TO OWNERSHIP CHANGES OR IMPROVEMENTS INSTALLED AS PART OF INDIVIDUAL HOUSE CONSTRUCTION, AND NO PART OF THE ORIGINAL FINAL PLAT IS AFFECTED OTHER THAN THE CHANGES SHOWN HEREON.

SITE CONDITIONS:

MINIMUM HOUSE PLAN = 2,600 SQ. FT. HEATED
TOTAL HOUSE PLAN = 3,000 SQ. FT. MINIMUM
AVERAGE COMBINED SQUARE FOOTAGE FOR UNIT IIA= 3,100 SQ. FT.

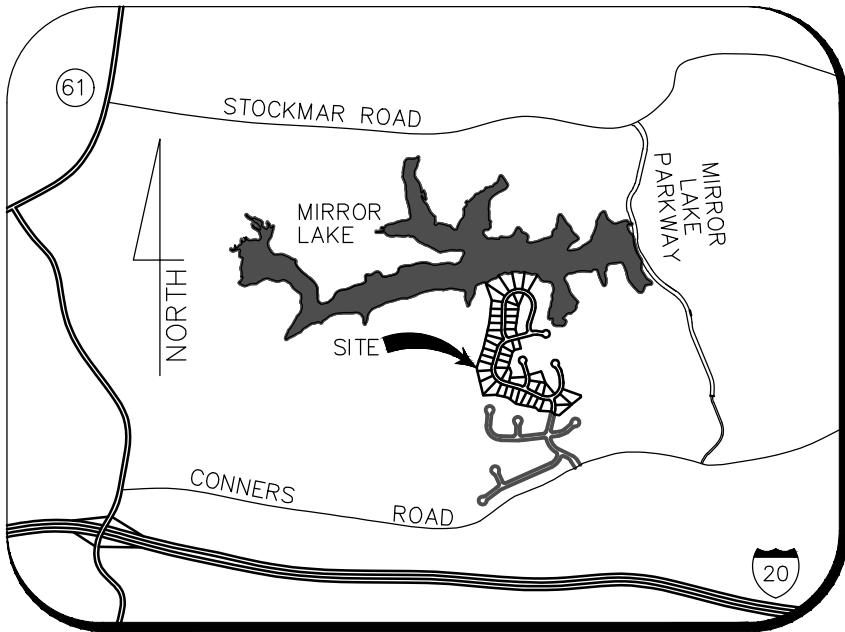
THE HOUSES WILL MEET THE BELOW SPECIFICATIONS:

MINIMUM WHOLE HOUSE 100% BRICK, STONE, OR STUCCO; OR 70% BRICK / STONE & 30% SHAKE ON FRONT AND ALL SIDES

EXTERIOR FAÇADE MATERIAL:

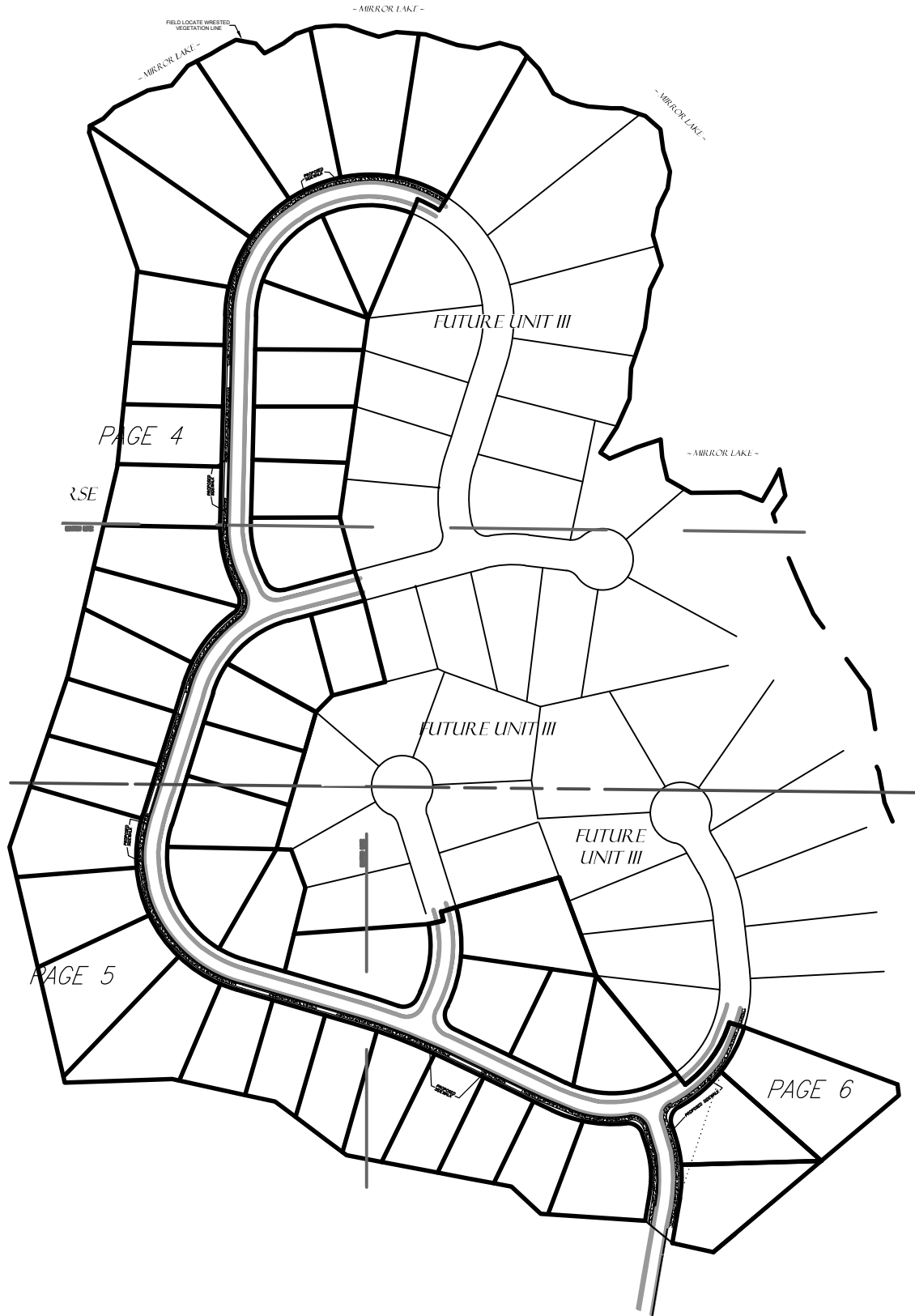
- FULL-DEPTH BRICK
- NATURAL OR CAST STONE
- SMOOTH NATURAL-WOOD SIDING AND/OR CEMENT-BASED SIDING
- SHAKE SIDING
- IF COMBINED: HORIZONTALLY, WITH THE HEAVIER BELOW THE LIGHTER
 - NO EXTERIOR BLANK, WINDOWLESS WALLS WILL BE CONSTRUCTED.
 - ROOFS MAY BE SHINGLES, TILES, OR METAL.
- ROOF SHINGLES WILL BE SLATE, CEDAR, OR ASPHALT.
- FRONT GABLES MAY USE PAINTED FISH-SCALE STYLE SHINGLES
- ROOF TILES WILL BE CLAY, TERRA COTTA, OR CONCRETE.
 - ROOFS SHALL HAVE A 12" OVERHANG PAST THE FAÇADE OF THE HOUSE.
 - GUTTERS AND DOWNSPOUTS TO MATCH. THEY ARE TO BE COPPER, ALUMINUM, OR GALVANIZED STEEL.
- CHIMNEYS:
- WRAPPED IN BRICK, STONE, OR SUITABLE MASONRY FINISH MATERIAL.
- SHALL BEGIN AT GRADE (FOR EXTERIOR WALLS) AND
- EXTEND BETWEEN 3 AND 6 FEET ABOVE THE ROOFLINE
 - IF DORMERS ARE INCLUDED, THEY WILL NOT BE TALLER THAN THE MAIN ROOF.

THE HOUSE PLANS WILL HAVE FRONT OR SIDE LOADED GARAGES.
DRIVEWAY WIDTH TO BE MINIMUM OF 20 FEET., TWO-CAR GARAGE.
STREET LIGHTING WILL BE PROVIDED THROUGHOUT THE DEVELOPMENT.
SIDEWALKS WILL BE PROVIDED THROUGHOUT THE DEVELOPMENT ON AT LEAST ONE SIDE OF INTERNAL STREETS.
ALL MECHANICAL UNITS WILL BE SCREENED FROM THE RIGHT-OF-WAY WITH LANDSCAPING.



LOCATION MAP

NOT TO SCALE



SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

James A. Cannington
JAMES A. CANNINGTON
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
AS SURVEYOR FOR HUSSEY, GAY, BELL & DEYOUNG, INC.
CERTIFICATE OF AUTHORIZATION # LSF000300

DIGITALLY SIGNED
2024.03.26 12:34:35-04'00'

DATE:



HUSSEY GAY BELL

Established 1958

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

FINAL PLAT REVISION

MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION

Land lot(s) : 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

Project # : 20-085
Drawn By: DTW
Checked By: JAC
Scale: 1" = 60'
Date: APRIL 21, 2021

NO.	DESCRIPTION	DATE
1	CITY OF VILLA RICA COMMENTS	9/8/21
2	CITY OF VILLA RICA COMMENTS	9/9/21
3	REVISE SITE CONDITIONS NOTE	3/26/24
4		
5		
6		
7		

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Sheet Number

1 of 6

TOTAL AREA

25.008 ACRES

1,089,355 SQ FT

THIS BLOCK RESERVED FOR CLERK OF
SUPERIOR COURT

PROPERTY CORNER
LEGEND

#4 R.F.	●	#4 REBAR SET
O.T.F.	○	#4 REBAR FOUND
C.T.F.	○	OPEN TOP FOUND
C.N.S.	○	CRIMPED TOP FOUND
	○	CORNER NOT SET
	△	CALCULATED POINT

LEGEND

LINE TYPES

---	RIGHT-OF-WAY LINE	---	BUILDING SETBACK LINE
---	SUBJECT PROPERTY LINE	---	CREEK LINE
---	ADJACENT PROPERTY LINE	---	OVERHEAD POWER LINE
---	LAND LOT LINE	---	U/G POWER LINE
---	TREE LINE	---	FENCE LINE
---	STORM SEWER PIPE	---	TELEPHONE LINE
---	SANITARY SEWER	---	FIBER OPTIC
---	SANITARY SEWER LATERAL	---	CABLE TELEVISION
---	WATER MAIN	---	TOPOGRAPHIC CONTOUR
---	GAS MAIN		

ABBREVIATIONS

A.E.	ACCESS EASEMENT	DIP	DUCTILE IRON PIPE
B/L	BUILDING SETBACK LINE	E	EASEMENT
CMP	CORRUGATED METAL PIPE	PB	PLAT BOOK
DB	DEED BOOK	S.S.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT	W.E.	WATER EASEMENT
DI	DROP INLET		

SYMBOLS

△	DOUBLE WING CATCH BASIN (DWCB)	○	GAS METER (GM)
△	SINGLE WING CATCH BASIN (SWCB)	⊗	GAS VALVE (GV)
▨	HEAD WALL (HW)	=====	CURB AND GUTTER (C&G)
▨	DROP INLET (DI)	x 123.4	SPOT ELEVATION
⊕	JUNCTION BOX (JB)	⊕	ELECTRIC METER (EM)
⊕	STORM DRAIN MANHOLE (SDMH)	⊕	BELLSOUTH MANHOLE
⊕	SAN. SEWER MANHOLE (SSMH)	⊕	TELEPHONE BOX (TELB)
⊕	CLEANOUT (CO)	⊕	GA. POWER MANHOLE
⊕	FIRE HYDRANT (FH)	⊕	POWER POLE (PP)
⊕	WATER VALVE (WV)	⊕	LIGHT POLE (LP)
⊕	IRRIGATION CONTROL VALVE (ICV)	⊕	TRAFFIC POLE (TRP)
⊕	WATER METER (WM)	⊕	TRANSFORMER BOX (TX)
⊕	SIGN	⊕	FLAG POLE (FP)
⊕	BENCHMARK	⊕	AIR CONDITIONER PAD (AC)
⊕	LOT NUMBER	⊕	CABLE TELEVISION PEDESTAL (CTV)
⊕	ADDRESS		

DATE OF SURVEY: 03-25-24

EQUIPMENT USED: NIKON DTM 522
TOTAL STATION

ANGULAR ERROR: 1" / SET UP

PRECISION: 1:30,000

TYPE OF ADJUSTMENT: COMPASS RULE

PLAT CLOSURE: 1:350,419

THIS FIELD SURVEY WAS CHECKED UTILIZING AN eGPS TL20 DUAL FREQUENCY
RECEIVER. THE RELATIVE POSITIONAL ACCURACY WAS FOUND TO BE 0.14 FOOT OR
GREATER.

REFERENCES

- A SURVEY FOR MIRROR LAKE, L.L.C. DATED SEPTEMBER 4, 2002 PREPARED BY TURNER ENGINEERING & LAND SURVEYING AND RECORDED IN PLAT BOOK 29, PAGE 81, DOUGLAS COUNTY RECORDS.
- FINAL PLAT OF SOUTH HARBOUR AT MIRROR LAKE, UNIT ONE DATED JANUARY 31, 2003 PREPARED BY TURNER ENGINEERING & LAND SURVEYING.
- FINAL PLAT OF SOUTHLAKE AT MIRROR LAKE, PHASE ONE DATED MARCH 23, 2004 PREPARED BY WATTS & BROWNING ENGINEERS, INC. AND RECORDED IN PLAT BOOK 31, PAGE 206, AFORESAID RECORDS.
- SITE PLAN FOR MIRROR LAKE TITLED "CED MIRROR LAKE" PREPARED BY WATTS & BROWNING ENGINEERS, INC.

SURVEYOR'S CERTIFICATION

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James A. Cannington 03/26/2024
JAMES A. CANNINGTON DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
AS SURVEYOR FOR HUSSEY, GAY, BELL & DEYOUNG, INC.
CERTIFICATE OF AUTHORIZATION # LSF000300



TABLE OF DEDICATION

STREET NAME	LENGTH IN L.F.
HARBOUR DRIVE	214.58
FAIRWAY DRIVE	1768.61
FAIRWAY POINTE	202.26
FAIRVIEW CIRCLE	929.50

NOTES

- TOTAL AREA 25.008 ACRES 1,089,355 sq. ft.
AREA OF ROADS TO BE DEDICATED 2.27 ACRES 98,944 sq.ft. (PER PB 41 PG 279-284)
- TOTAL LOTS 48
- DENSITY: ±2.89 LOTS PER ACRE (PER PB 41 PG 279-284)
NET DENSITY: 4.32 LOTS PER ACRE (PER PB 41 PG 279-284)
- PERCENT OPEN SPACE: ±19.27% (PER PB 41 PG 279-284)
- SETBACKS: 25' FRONT
30' BACK
10' SIDE
- STORM DRAINAGE AND SANITARY SEWER EASEMENTS SHOWN HEREON ARE CENTERED ON THE NATURAL DRAINS, STRUCTURES AND PIPES ASSOCIATED WITH THE EASEMENTS. H.O.A. IS RESPONSIBLE FOR DRAINAGE STRUCTURES AND EASEMENTS.
- STATE LAW PROHIBITS THE PRIVATE CONSTRUCTION, PLANTING, OR OTHERWISE MAKING IMPROVEMENTS ON THE DEDICATED RIGHT-OF-WAY. THE SOLE RESPONSIBILITY FOR REPAIRING OF ANY DAMAGE OF ANY SUCH IMPROVEMENTS SHALL BE THE PROPERTY OWNER.
- THE CITY OF VILLA RICA WILL NOT ACCEPT ANY RIGHT-OF-WAY, EASEMENTS & UTILITIES DEDICATIONS PRIOR TO THE FINAL TOPPING OF THE SUBDIVISION STREETS.
- INFORMATION REGARDING THE PRESENCE, SIZE AND LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON HAS BEEN SHOWN BASED ON THE LOCATION OF THE ABOVE GROUND APPURTENANCES, AVAILABLE DESIGN PLANS, AND FLAGS AND PAINT PLACED BY THE UTILITY PROTECTION SERVICE. NO CERTIFICATION IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE INFORMATION CONCERNING UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON. PER GEORGIA LAW, THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

10. THE HEADWALL AND PIPE LOCATED ON LOTS 936 & 937 ARE TO BE EXTENDED TO THE REAR PROPERTY LINE AND ALONG THE PROPERTY LINE BETWEEN LOTS 936 & 937 AND 944 & 945.

11. A PORTION OF THIS PROPERTY IS SHOWN TO BE LOCATED WITHIN THE LIMITS OF A DESIGNATED 100 YEAR FLOOD HAZARD AREA ACCORDING TO FEMA FLOOD INSURANCE RATE MAP NO. 13045C0157E DATED AUGUST 15, 2019. THE LIMITS OF THE FLOOD HAZARD AREA SHOWN HEREON WERE SCANNED FROM IMAGES OF THE FLOOD PANEL AND ARE APPROXIMATE ONLY. THE LIMITS SHOWN SHOULD NOT BE USED FOR PLACEMENT OF STRUCTURES WITHOUT REGARD TO ELEVATIONS.

12. THIS PROPERTY IS ON THE CITY WATER AND SANITARY SEWER SYSTEM.

13. THIS PROPERTY IS ON A PAVED ROAD.

14. THIS PROPERTY IS PART OF A SUBDIVISION.

15. EXCEPT AS SHOWN HEREON, THIS PROPERTY IS NOT IN A F.E.M.A. FLOOD PLAIN.

16. THIS PROPERTY IS BOUNDED BY A WETLAND AREA.

17. THIS PROPERTY IS IN A WATERSHED AREA.

18. THIS PROPERTY IS BOUNDED BY A LAKE, BUT DOES NOT HAVE ANY BODIES OF WATER ON THE PROPERTY.

19. THIS PROPERTY HAS DEDICATED ROADS.

20. THIS DATUM IS BASED ON MONUMENTS FOUND IN THE FIELD AT THE TIME OF THIS SURVEY AND TIED INTO THE NATIONAL GEODETIC SURVEY AND EGPS SOLUTIONS CONTINUALLY OPERATING REFERENCE SYSTEM BY USE OF TOPCON HYPER PLUS SYSTEM GPS EQUIPMENT. THE ORIENTATION IS GRID NORTH, GEORGIA WEST ZONE PROJECTION. VERTICAL DATUM IS BASED UPON N.A.V.D. 1988. HORIZONTAL DATUM IS N.A.D. 1983, HARN ADJUSTMENT 1994.

21. ZONED PD (PLANNED DEVELOPMENT)

22. ALL CORNERS ARE #4 REBAR SET UNLESS OTHERWISE SHOWN.

23. STATE WATERS EXIST ON THE SITE.

BUFFERS: 25' STATE BUFFER
50' LOCAL BUFFER
75' IMPERVIOUS SETBACK
(75' TOTAL)

24. FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, FINISHED FLOOR ELEVATIONS SHALL BE NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD

HUSSEY GAY BELL
Established 1958

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL.: (770) 923-1600
FAX: (770) 923-4202

FINAL PLAT REVISION

MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION

Land lot(s) : 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

Project #: 20-085
Drawn By: DTW
Checked By: JAC
Scale: 1" = 60'
Date: APRIL 21, 2021

NO.	DESCRIPTION	DATE	REVISIONS				
			CITY OF VILLA RICA COMMENTS	CITY OF VILLA RICA COMMENTS	REVISE SITE CONDITIONS NOTE		
1		9/8/21					
2		9/9/21					
3		3/26/24					
4		-					
5		-					
6		-					
7		-					

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Sheet Number

2 of 6

THIS BLOCK RESERVED FOR CLERK OF SUPERIOR COURT

Curve Table				
Curve #	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	199.99	126.09	N35°27'38"E	124.01
C2	200.00	14.93	N13°54'21"W	14.93
C3	210.00	39.77	N62°47'46"W	39.71
C4	208.39	54.21	N02°18'14"E	54.05
C5	208.39	50.36	N12°04'16"W	50.24
C6	25.00	34.72	N21°23'57"E	32.00
C7	225.00	90.17	N49°42'11"E	89.57
C8	225.00	81.77	N27°48'36"E	81.32
C9	25.00	33.75	S57°03'43"E	31.25
C10	224.99	70.72	S86°43'58"E	70.43
C11	225.00	52.83	S71°00'04"E	52.71
C12	2833.57	18.01	S64°48'12"E	18.01
C13	977.20	101.51	S68°18'55"E	101.47
C14	975.00	42.81	S72°33'21"E	42.81
C15	225.00	27.00	S70°22'33"E	26.99
C16	225.00	81.54	S56°33'21"E	81.09
C17	225.00	83.12	S35°35'26"E	82.65

Curve Table				
Curve #	RADIUS	LENGTH	CHORD BEARING	CHORD
C18	225.00	80.56	S14°45'01"E	80.13
C19	225.00	80.73	S05°47'10"W	80.30
C20	225.00	5.06	S16°42'35"W	5.06
C21	263.83	35.84	S21°55'09"W	35.82
C22	225.00	105.57	S39°55'35"W	104.61
C23	23.71	13.84	S37°31'39"W	13.65
C24	25.00	20.41	S01°42'15"E	19.85
C25	224.56	94.74	S13°01'56"E	94.04
C26	225.00	9.54	S00°14'44"W	9.54
C27	243.61	46.33	S07°06'33"W	46.26
C28	235.00	88.71	S23°34'18"W	88.18
C29	235.00	89.23	S45°15'48"W	88.69
C30	235.00	91.47	S67°17'30"W	90.90
C31	235.00	91.45	S89°35'26"W	90.87
C32	235.00	89.78	N68°18'59"W	89.24
C33	185.00	149.80	N88°34'55"E	145.74
C34	185.00	147.56	N42°32'02"E	143.68

Curve Table				
Curve #	RADIUS	LENGTH	CHORD BEARING	CHORD
C35	185.79	58.83	N10°34'19"E	58.59
C36	175.00	81.11	N11°49'01"W	80.39
C37	24.99	34.81	N64°58'44"W	32.06
C38	175.23	124.18	N54°48'26"E	121.60
C39	175.00	52.30	N25°54'57"E	52.10
C40	123.82	36.99	N11°18'36"E	36.85
C41	175.43	195.64	N26°46'14"W	185.66
C42	175.00	45.83	N66°18'37"W	45.70
C43	1113.00	64.93	N71°59'56"W	64.92
C44	25.00	36.69	S67°46'15"W	33.49
C45	175.00	114.24	S07°01'29"W	112.22
C46	225.00	80.43	N05°55'32"W	80.00
C47	225.00	84.08	N15°01'13"E	83.59
C48	25.00	41.39	N17°26'59"W	36.82
C49	770.00	7.92	N64°29'44"W	7.92
C50	175.00	13.09	N66°25'00"W	13.09
C51	175.00	175.70	S82°40'39"W	168.42
C52	158.39	79.82	S04°38'47"E	78.98

Line Table		
LINE #	BEARING	DISTANCE
L1	S06°48'27"E	18.10
L2	S72°36'06"E	25.01
L3	S39°13'05"E	25.02
L4	S20°35'20"E	71.60
L5	S20°35'20"E	57.62
L6	S20°35'20"E	41.68
L7	N72°51'47"E	25.00
L8	N77°35'38"E	25.00
L9	S88°41'49"E	24.35
L10	S18°30'22"E	50.10
L11	S21°46'45"W	25.00
L12	S32°37'44"W	25.00
L13	N03°22'26"E	11.21
L14	N61°13'21"E	24.94

Line Table		
LINE #	BEARING	DISTANCE
L15	N44°50'50"E	25.42
L16	N63°06'21"E	61.21
L17	N77°55'44"E	40.07
L18	N39°11'51"E	41.41
L19	N63°11'20"E	16.08
L20	N63°11'20"E	25.50
L21	N59°00'39"E	19.65
L22	N61°33'18"E	27.74
L23	S79°36'32"E	32.36
L24	S41°31'52"E	21.78
L25	N62°01'32"E	34.57
L26	N52°57'27"E	25.88
L27	N71°09'58"E	24.95
L28	N71°09'58"E	9.33

Line Table		
LINE #	BEARING	DISTANCE
L29	N85°14'45"E	31.46
L30	S86°50'16"E	19.86
L32	S70°57'02"E	27.66
L33	S72°12'09"E	26.50
L34	N75°35'46"E	29.53
L35	S85°27'52"E	36.82
L36	S85°27'52"E	11.23
L37	S71°44'01"E	54.03
L38	S80°32'56"E	34.56
L39	N75°34'23"E	36.20
L40	S73°32'00"E	33.46
L41	S44°09'45"E	17.57
L42	N50°55'19"W	57.48

Road Centerline Line Table		
Line #	Direction	Length
L87	N64°16'27"W	194.38'
L88	N73°48'49"W	196.51'
L89	N17°21'15"E	225.96'
L90	N75°08'13"E	126.66'
L91	S18°23'10"E	62.25'
L92	S09°31'04"W	60.40'
L93	N25°43'33"E	56.57'
L94	N25°05'41"W	64.36'
L95	N01°27'39"E	336.50'

Road Centerline Curve Table				
Curve #	Radius	Length	Chord Bearing	Chord
C105	199.89'	67.89'	S63°13'56"W	67.57'
C106	199.89'	149.24'	N85°38'56"W	145.80'
C107	1000.00'	58.15'	N65°56'24"W	58.14'
C108	1000.00'	108.35'	N70°42'35"W	108.29'
C109	200.00'	318.24'	N28°13'47"W	285.71'
C110	200.00'	165.99'	N41°07'47"E	161.26'
C111	200.00'	35.71'	N70°01'16"E	35.67'
C112	191.27'	91.83'	S04°37'56"E	90.95'
C113	200.00'	130.88'	N06°58'45"E	128.55'
C114	200.00'	92.70'	N11°49'01"W	91.87'
C115	210.00'	404.34'	N56°37'12"E	344.71'

SURVEYOR'S CERTIFICATION

AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

JAMES A. CANNINGTON 03/26/2024 DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 2678
AS SURVEYOR FOR HUSSEY, GAY, BELL & DEYOUNG, INC.
CERTIFICATE OF AUTHORIZATION # LSF000300



HUSSEY GAY BELL
Established 1958

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

FINAL PLAT REVISION

MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION

Land lot(s) : 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

Project # : 20-085
Drawn By: DTW
Checked By: JAC
Scale: 1" = 60'
Date: APRIL 21, 2021

NO.	DESCRIPTION	REVISIONS						
		DATE						
1	CITY OF VILLA RICA COMMENTS	9/8/21						
2	CITY OF VILLA RICA COMMENTS	9/9/21						
3	REVISE SITE CONDITIONS NOTE	3/26/24						
4	-							
5	-							
6	-							
7	-							

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Sheet Number 3 of 6

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

FINAL PLAT REVISION
MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION

Land lot(s) : 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

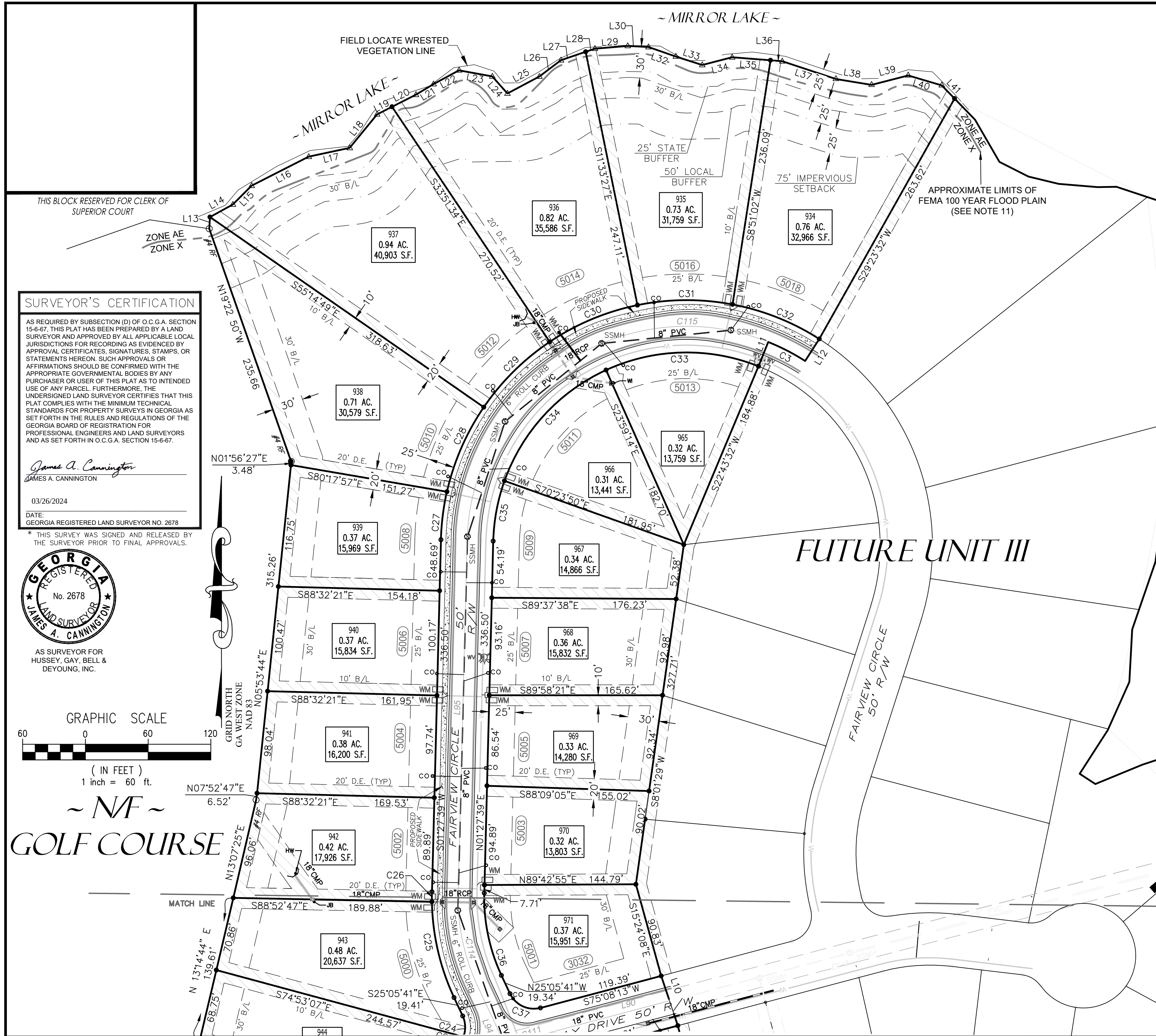
Project #: 20-085
Drawn By: DTW
Checked By: JAC
Scale: 1" = 60'
Date: APRIL 21, 2021

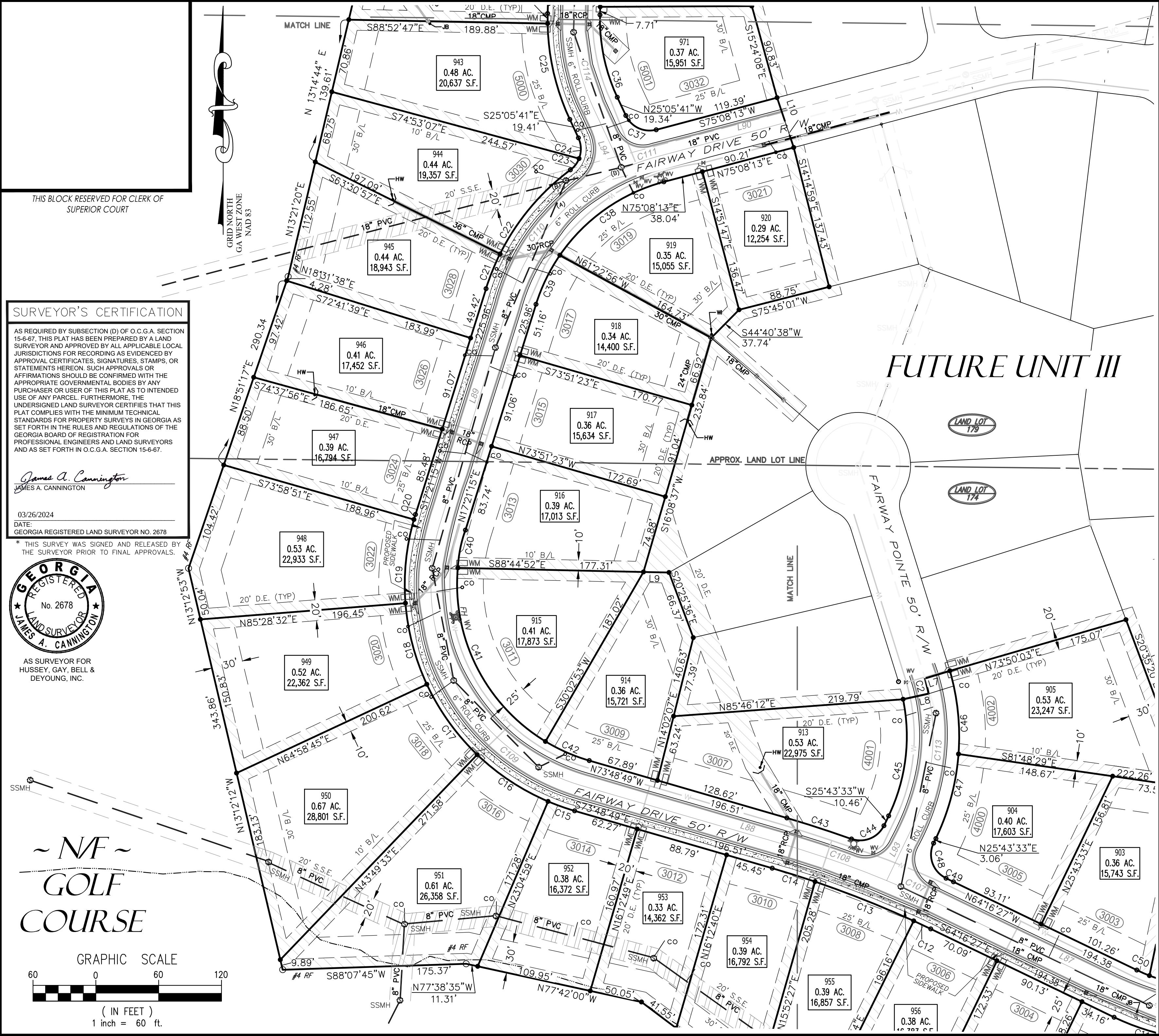
NO.	DESCRIPTION	REVISIONS	DATE						
			9/8/21	9/9/21	3/26/24				
1	CITY OF VILLA RICA COMMENTS								
2	CITY OF VILLA RICA COMMENTS								
3	REVISE SITE CONDITIONS NOTE								
4									
5									
6									
7									

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Sheet Number

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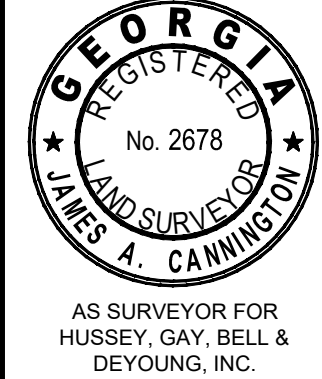
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SUPERIOR COURT

SURVEYOR'S CERTIFICATION
AS REQUIRED BY SUBSECTION (D) OF O.C.G.A. SECTION 15-6-67, THIS PLAT HAS BEEN PREPARED BY A LAND SURVEYOR AND APPROVED BY ALL APPLICABLE LOCAL JURISDICTIONS FOR RECORDING AS EVIDENCED BY APPROVAL CERTIFICATES, SIGNATURES, STAMPS, OR STATEMENTS HEREON. SUCH APPROVALS OR AFFIRMATIONS SHOULD BE CONFIRMED WITH THE APPROPRIATE GOVERNMENTAL BODIES BY ANY PURCHASER OR USER OF THIS PLAT AS TO INTENDED USE OF ANY PARCEL. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

James A. Cannington
JAMES A. CANNINGTON

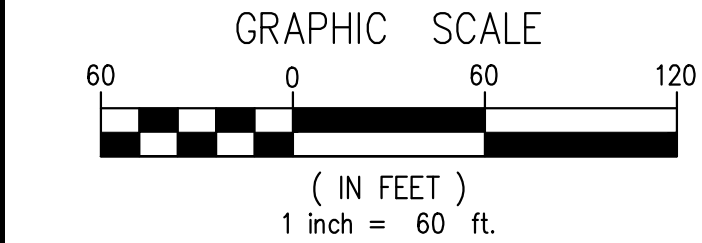
03/26/2024
DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

* THIS SURVEY WAS SIGNED AND RELEASED BY THE SURVEYOR PRIOR TO FINAL APPROVALS.



AS SURVEYOR FOR
HUSSEY, GAY, BELL &
DEYOUNG, INC.

~ NF ~
GOLF
COURSE



HUSSEY GAY BELL
Established 1958

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

FINAL PLAT REVISION
MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION
Land lot(s) : 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

Project # : 20-085
Drawn By: DTW
Checked By: JAC
Scale: 1" = 60'
Date: APRIL 21, 2021

NO.	DESCRIPTION	REVISIONS						
		DATE						
1	CITY OF VILLA RICA COMMENTS	9/8/21						
2	CITY OF VILLA RICA COMMENTS	9/9/21						
3	REVISE SITE CONDITIONS NOTE	3/26/24						
4								
5								
6								
7								

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FUTURE UNIT III

FUTURE UNIT III

SURVEYOR'S CERTIFICATION

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James A. Cannington
JAMES A. CANNINGTON

03/26/2024
DATE:
GEORGIA REGISTERED LAND SURVEYOR NO. 2678

* THIS SURVEY WAS SIGNED AND RELEASED BY THE SURVEYOR PRIOR TO FINAL APPROVALS.



AS SURVEYOR FOR
HUSSEY, GAY, BELL &
DEYOUNG, INC.

GRID NORTH
GA WEST ZONE
NAD 83

HUSSEY GAY BELL
Established 1958

3100 BRECKINRIDGE BLVD.
BLDG. 300
DULUTH, GEORGIA 30096-4986
TEL: (770) 923-1600
FAX: (770) 923-4202

FINAL PLAT REVISION

MIRROR LAKE AT
SOUTH HARBOUR, UNIT IIA

PROJECT LOCATION

Land lot(s) : 174, 179
District: 2
Section 5
City: VILLA RICA
County: DOUGLAS
State: GEORGIA

Project # : 20-085
Drawn By: DTW
Checked By: JAC
Scale: 1" = 60'
Date: APRIL 21, 2021

NO.	DESCRIPTION	REVISIONS			
		DATE	DESCRIPTION	DATE	DESCRIPTION
1	CITY OF VILLA RICA COMMENTS	9/8/21			
2	CITY OF VILLA RICA COMMENTS	9/9/21			
3	REVISE SITE CONDITIONS NOTE	3/26/24			
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7					

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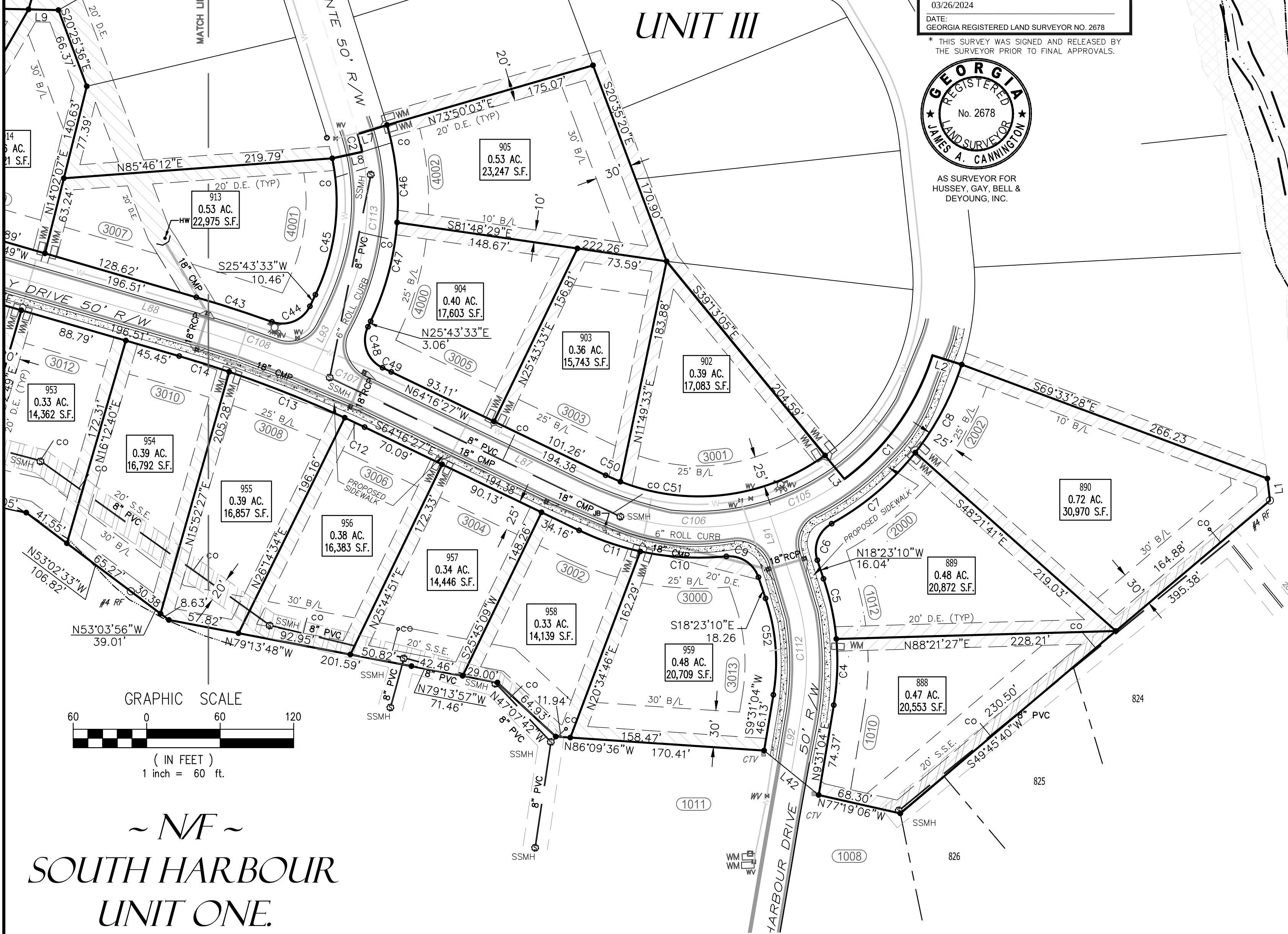
THIS BLOCK RESERVED FOR CLERK OF
SUPERIOR COURT

MATCH LINE

FAIRWAY POINTE 50' R/W

LAND LOT 179

LAND LOT 174



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

~ NF ~
SOUTH HARBOUR
UNIT ONE.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Gold Dust Recreation- HVAC replacement
AGENDA DATE: March 30th, 2024

DATE PREPARED: March 30th, 2024
PREPARED BY: Nic Griffin

AMOUNT: \$27,118.00
GL ACCOUNT #: 100-6120-522210
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To replace a 10-Ton HVAC unit at the Gold Dust Recreation Facility.

BACKGROUND:

There is a 10 ton HVAC unit that serves a large portion of the building with heating and cooling. This system is over twenty years old. It is currently turned off due to a variety of issues. This unit is obsolete and staff cannot find replacement parts that are integral to the system.

Staff recognized that this unit was in need of replacement some time ago. Staff requested funding to replace it in the current fiscal year.

Staff has reached out to three vendors for a quote to replace. Staff received two quotes to perform this work.

STAFF RECOMMENDATION:

Staff recommends engaging with KBS to furnish and install a Trane odyssey split system for the amount of \$27,118.00.

Company	Quote
KBS heating and Cooling	\$27,118.00
Action Electrical and Mechanical Contractors	\$42,035.00

IMPACT: Replacing this unit will provide air conditioning to a large portion of the Gold Dust Recreation facility.

MOTION:

I move that we authorize the City Manager to engage with KBS heating and cooling, to furnish and install a 10-Ton Trane HVAC system for the amount of \$27,118.00.

KBS Heating and Cooling, Inc.
146 Edge Rd
Villa Rica, GA 30180



PROPOSAL

Presented to:

City of Villa Rica

571 West Bankhead Highway
Villa Rica, GA 30180

Customer Contact:

M: (470) 725-2701

E: accountspayable@villarica.gov

Job # 54272
Job Name 10 TON
REPLACEMENT
Proposal # P-54272-1
Technician
Issue Date Dec 07 2023

Service Location:

Gold Dust Recreational Department
646 Industrial Boulevard
Villa Rica, GA 30180

Your Price: \$27,118.00

Description	Qty	Price
TRANE ODYSSEY SPLIT SYSTEM INDOOR UNIT	1	\$0.00
M#TWE12044AA**BO AIR-HANDLER 10 TON R-410A 460/60/3 SINGLE CIRCUIT GENERATION B (2023 DOE) HOT WATER COIL ENCLOSURE AND ASSEMBLY (FIELD INSTALLED)		
TRANE ODYSSEY SPLIT SYSTEM OUTDOOR UNIT	1	\$0.00
M# TTA12044CAA**BS01 COOLING (TTA) 10-TON R10A 460/60/3 MANIFOLD COMPRESSORS/ SINGLE CIRCUIT GENERATION B (2023 DOE) SYMBIO (COOLING) STD COIL WITH HAIL GUARDS		
Labor & Material	1	\$27,118.00
[LM - 01.] Labor & Material		
Your Price		\$27,118.00

Review and Sign

Proposal Notes:

PROPOSAL TO INCLUDE THE FOLLOWING: REMOVAL OF EXISTING CARRIER AIR HANDLER SERVING COMMON AREA AND BATH/LOCKER ROOMS, REMOVE EXISTING LENNOX CONNECTED 10 COIL (COOLING ONLY) OUTDOOR CONDENSER.

INSTALL NEW TRANE ODYSSEY SPLIT 10-TON SYSTEM, RECONNECT TO EXISTING DUCTWORK, ELECTRICAL, WATER-PIPING AND COPPER REFRIGERANT LINES. INSTALL NEW DRAIN TO EXISTING FLOOR DRAIN AREA, MASTIC SEAL ALL CONNECTION POINTS IN MECHANICAL CLOSET. CONNECT EXISTING WATER-PIPING SYSTEM FROM BOILER AND LEAK TEST. INSTALL NEW TRANE (PIVOT) CONTROLLER TO CONTROL NEW SYSTEM. PERFORM FACTORY START-UP

PROCEDURES AND TEST ALL FUNCTIONS OF SYSTEM TO FACTORY SPECS. PROPOSAL INCLUDES ALL EQUIPMENT, MATERIALS AND LABOR TO COMPLETE REPLACEMENT OF LISTED UNIT.

1-YEAR LABOR WARRANTY

3-YEAR EQUIPMENT WARRANTY

Customer Approval:

☐ I accept this proposal and agree to the terms and conditions.

Contractor Warranties:

KBS 1 Year Labor Warranty:

Labor warranty provided by KBS Heating and Cooling, Inc. to you, the original consumer purchaser ("Owner"). The duration of this warranty is one year from the date of service.

Contract Terms:

All equipment and materials are guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Workman's Compensation Insurance fully covers our workers.

Buyer agrees that the seller will retain title to any equipment and material furnished until final and complete payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same. The seller will be held harmless for any damages resulting from the removal thereof.



December 7, 2023
City of Villa Rica
1605 Hwy 61 Villa Rica, GA 30180
Nic Griffin
dgriffin@villarica.gov
SV23-2047

We are pleased to offer our proposal for the following scope of work Replace 10 Ton Heat Pump System M: CAS121HMA0A00A/ FAX120H2AA0AUA/CAHWCOIL001A00:

- **Lockout/Tagout electrical that feeds system.**
- **Remove and Replace all necessary components of 10T Condensing Unit, Air Handler, and Hot Water Coil.**
- **Furnish and install approximately 20' of 11/2" Sch 40 carbon steel pipe, fittings, and valves to reconnect hot water for supply and return lines to new 10-Ton HVAC Split system.**
- **Check system for safe and proper operation.**
- **Cleanup work areas at the end of each day.**

Investment to complete scope of work:

1. Equipment cost:	\$ 35,699.00
2. Labor:	\$ 6,336.00
3. Total	\$ 42,035.00

Clarifications and Exceptions:

- No permits or drawings are included.
- Quote does not include engineered load calculations or certified test & balance.
- This quote is only for the above scope. Any other issues are not covered by this quote and will need a separate quote generated.
- Warranty 1-year parts and labor and additional 4 years on compressor.

Upon acceptance of this proposal, we will order the necessary material and schedule an installation date that is convenient for you during our normal business hours, 7:00 am to 3:30 pm, Monday thru Friday. We greatly appreciate the opportunity to quote this to you and we look forward to hearing from you soon.

Thank you for the opportunity.

Eddy Clark
HVAC/R Project Manger
Direct 678-278-4221
cell 404-557-0555
office 404-799-3551
eclark@actioncontractors.com
www.actioncontractors.com

This quote is subject to and conditioned upon use of terms which are acceptable to Action Electric Co., Inc. Pricing is good for 30 days unless otherwise noted.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: ABL-03-24 Publix Super Markets, Inc.
AGENDA DATE: April 9, 2024

DATE PREPARED: March 26, 2024
PREPARED BY: Whitney Cox, Licensing Specialist

AMOUNT:
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?
PUBLIC HEARING:

PURPOSE: To present an application for Publix Super Markets, Inc. to sell retail package malt beverages and wine at the new business location of 103 Mirror Lake Connector, Ste. 200, Villa Rica, GA 30180.

BACKGROUND: : The applicant has complied with the Ordinance with regard to the legal notification requirements and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location zoning restrictions that would hinder the issuance of the license. The applicant holds a valid alcohol license at the current store location however, the licensee will change, and the current license is non-transferable.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I recommend approval of the alcohol license application for Publix Super Markets, Inc. located at 103 Mirror Lake Connector, Ste. 200, Villa Rica, GA 30180.



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 West 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 named the Licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100.00	Pouring Restaurant – All	\$100.00	Pouring Supper Club	\$500.00
Package Wine	\$100.00	Pouring Beer & Wine	\$100.00	Supper Club Wine & Beer	\$500.00
Wine Tasting	\$100.00	Wholesale Dealer	\$500.00	Alcohol Catering	\$100.00
Growler	\$100.00	Wine & Craft Beer Boutique	\$100.00	Special Event	\$100.00

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

☒	Retail Package Malt Beverages & Wine	\$300.00
☐	Retail Package Malt Beverage	\$200.00
☐	Pouring License Restaurant	\$3,500.00
☐	Pouring License Private Club	\$5,000.00
☐	Pouring License Private Club	\$3,500.00
☐	Growler License (In Conjunction with Retail Package Malt Beverage & Wine License)	\$200.00
☐	Retail Package Wine	\$100.00
☐	Limited Pouring License Restaurant	\$500.00
☐	Limited Pouring License Supper Club	\$3,000.00
☐	Limited Pouring License Private Club	\$500.00
☐	Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)	\$500.00
☒	Wine Tasting (In Conjunction with Retail Package Wine License)	\$100.00
☐	Wine & Craft Beer Boutique	\$500.00

TYPE OF OUTLET

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

PART I

1. Type of Ownership

☐ Individual

☐ Partnership

☒ Corporation

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

N/A

Full Name

Address

(B) If Corporation/Partnership, give Corporate/Partnership name:

Publix Super Markets, Inc.

Federal Tax ID: 59-0324412

Name, Percent Interest and Legal Address of Principle Stockholders and Corporate Officers or Partners:

Randall T. Jones, Sr. 819 Christina Chase Drive, Lakeland, FL 33813 Less than 1%

Full Name

Address

% Interest

Kevin S. Murphy 490 Canterwood Drive, Mulberry, FL 33860 Less than 1%

Full Name

Address

% Interest

David P. Phillips 403 Palmola Street, Lakeland, FL 33803 Less than 1%

Full Name

Address

% Interest

Merriann M. Metz 829 S. Newport Avenue, Tampa, FL 33606-2934 Less than 1%

Full Name

Address

% Interest

Describe the principle business of the Corporation/Partnership:

Retail Grocery Store

Full Name, Legal Residence and Social Security Number and the Named Licensee (a) Individual
(b) Principal Officer/Employer (c) Partner, each partner must be a Named Licensee:

Alberto J. Torres 2078 Pair Road, SW, Marietta, GA 30008-5933

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:

Publix Super Markets, Inc. #2011

4. Address of business for which application is made:

103 Mirror Lake Connector, Suite 200, Villa Rica, GA 30180

Phone Number: TBD

None

Business

Home

Mailing Address: P.O. Box 32027, Lakeland, FL 33802

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

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 obtained a copy of the City of Villa Rica Alcohol 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 in 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):

- ☐ N/A A copy of the Deed to the premises to be licensed, if owned by applicant.
☒ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
☐ N/A In the case of a Partnership, a copy of the Partnership Agreement.
☒ In the case of a Corporation, a copy of the Articles of Incorporation.
☒ 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 non-compliance 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 that has been 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 premise to be licensed?

☒ Yes ☐ No

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

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state or federal permits, etc. required for a food service establishment?
☐ Yes ☐ No N/A

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

* Will submit to City of Villa Rica Police Department once advised by the city.

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. 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 date 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

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:

2463 Arbor Walk CT NW 2955 Atlanta Rd SE			
Jason Owens	Acworth, GA 30101	Smyrna, GA 30080	(5 years)
Name	Residence	Business Address	Number of Years Known
	1031 Hyacinth Ln	4000 N Hwy 29	
Greg Switzer	Peachtree City 30269	Newnan GA 30265	(5 years)
Name	Residence	Business Address	Number of Years Known
	327 Old Hickory Way	3695 Cascade Rd SW	
Julie Kirkland	Dallas GA 30157	Atlanta GA 30331	(8 years)
Name	Residence	Business Address	Number of Years Known

14. Is the name Licensee a citizen of the U.S.? ☒ Yes ☐ No

Tamaulipas, Mexico

Place of Birth

09/25/1984

Date of Birth

PART III
VERIFICATION

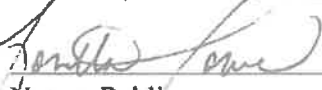
State of Georgia, Carroll County

I, Alberto J. Torres, 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.


Applicants Signature (FULL NAME IN INK)

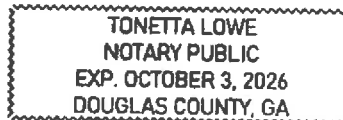
I hereby certify that Alberto J. Torres signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein and, under oath actually administered by me, has sworn that said statements and answers are true.

This 21st day of December, 2023.


Notary Public

My Commission Expires: 10/3/26

(Seal)





City of Villa Rica

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

I (we) Publix Super Markets, Inc. / Alberto Torres

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:

103 Mirror Lake Connector, Suite 200, 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.

Merriann M. Metz, SVP, General Counsel & Sec.

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Merriann M. Metz, SVP, General Counsel & Sec. 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 15th day of March, 2024.

Notary Public



CHRISTIE L. BURNETT
Commission # HH 166757
Expires December 18, 2025
Bonded Thru Budget Notary Services

AFFP

LIQUOR LICENSE 04/09

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

Melissa Wilson, being duly sworn, says:

That she is Ad Director of the Times-Georgian, a 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:

March 02, 2024

Publication Fees: \$ 27.00

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

SIGNED



Subscribed to and sworn to me this 2nd day of March 2024.





PUBLIC NOTICE

Publix Super Markets, Inc. #2011 has filed an application to sell alcoholic beverages on the premises for off-premises consumption at 103 Mirror Lake Connector, Suite 200, Villa Rica, GA 30180 as a Retail Grocery Store/ Retail Package Malt Beverages & Wine. A public hearing on the application will be held on April 9, 2024 at 6:00PM 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) 840-1224.
03/02

70113397 70902353

PUBLIX CHRISTIE BURNETT
3300 PUBLIX CORPORATE PKWY
LAKELAND, FL 33811

Public Notice

Publix Super Markets, Inc. #2011 has filed an application to sell alcoholic beverages on the premises for off-premise consumption at 103 Mirror Lake Connector, Villa Rica, GA 30180 as a Retail Grocery Store/Retail Package Malt Beverages & Wine. A public hearing on the application will be held on April 9, 2024 at 6:00 p.m. at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, GA 30180. For additional information on this application, contact the Community Development Department at (678) 840-1224.

State of Florida

Department of State

I certify from the records of this office that PUBLIX SUPER MARKETS, INC. is a corporation organized under the laws of the State of Florida, filed on December 27, 1921.

The document number of this corporation is 112252.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 20, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of March, 2023*




Secretary of State

Tracking Number: 5603830465CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

*This instrument prepared by
(and after recording return to):*

PUBLIX SUPER MARKETS, INC.
P. O. Box 0407
Lakeland, FL 33802-0407
NCS 1065743

eFiled and eRecorded
DATE: 02/13/2023
TIME: 3:33 PM
DEED BOOK: 6140
PAGE: 302 - 321
FILING FEES: \$25.00
TRANSFER TAX: \$0.00
INTANGIBLE TAX: \$0.00
PARTICIPANT ID: 1983094574
PARTICIPANT ID: 7067927938
RECORDED BY: WT
CLERK: Alan J. Lee
Carroll County, GA

FOR RECORDER'S USE ONLY

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 14th day of December, 2022, by and between **FUQUA BCDC VILLA RICA PROJECT OWNER, LLC**, a Georgia limited liability company (hereinafter referred to as "Landlord") and **PUBLIX SUPER MARKETS, INC.**, a Florida corporation (hereinafter referred to as "Tenant"), with reference to the following facts:

A. Landlord and Tenant have entered into a certain lease agreement (hereinafter referred to as the "Lease") of even date herewith; and

B. Landlord and Tenant desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid by Landlord and Tenant, each to the other, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Landlord. The name and address of Landlord are as follows:

Fuqua BCDC Villa Rica Project Owner, LLC
Attn: Jeff Fuqua
Fifteen Piedmont Center
3575 Piedmont Road, NE, Suite 800
Atlanta, GA 30305

2. Tenant. The name and address of Tenant are as follows:

Publix Super Markets, Inc.
Attn: Vice President of Real Estate Strategy
3300 Publix Corporate Parkway
Lakeland, FL 33811

*This instrument prepared by
(and after recording return to).*

PUBLIX SUPER MARKETS, INC.
P. O. Box 0407
Lakeland, FL 33802-0407

E-FILED

FOR RECORDER'S USE ONLY

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Attn: Jeff Fuqua
Fifteen Piedmont Center
3575 Piedmont Road, NE, Suite 800
Atlanta, GA 30305

2. Tenant. The name and address of Tenant are as follows:

Publix Super Markets, Inc.
Attn: Vice President of Real Estate Strategy
3300 Publix Corporate Parkway
Lakeland, FL 33811

3. Date of Lease. The Lease is dated as of the 14th day of December, 2022.

4. Commencement Date. The Commencement Date shall be the date which is forty-five (45) days after the date on which construction of the Premises, Common Area, and grading of the Outparcels shall have been completed as contemplated by Paragraph 7.07(a) of the Lease, entitled "Completion of Construction of the Premises, the Common Area and Grading of the Outparcels;" provided, however, if the date on which construction of the Premises, Common Area, and grading of the Outparcels shall have been completed occurs during the period commencing on November 1 and ending January 2, then the Commencement Date shall be extended to February 16; and further provided, if Tenant elects to open the Premises for business with the public prior to a date on which the Commencement Date would occur pursuant to this Paragraph, then the Commencement Date shall be deemed to have occurred effective as of the last to occur of: (i) the date on which construction of the Premises, Common Area, and grading of the Outparcels shall have been completed as contemplated by Paragraph 7.07(a) of the Lease; or (ii) the date Tenant opens the Premises for business with the public.

5. Term. The term of the Lease shall consist of the following:

(a) Initial Period. An initial period of twenty (20) years beginning on the Commencement Date and ending twenty (20) years from the first day of the calendar month immediately succeeding the Commencement Date; and

(b) Extension Periods. Tenant may, at its option, extend the Term beyond the initial period of twenty (20) years for ten (10) successive periods of five (5) years each upon the same terms and conditions contained in the Lease.

6. Premises. The Premises consist of: (i) a Storeroom containing 54,964 square feet of interior ground floor area, (ii) the Sidewalk Area, and (iii) the Service Area, which Premises are substantially depicted and so designated and outlined in red on the Site Plan attached hereto as Exhibit A and by reference thereto incorporated herein.

7. Shopping Center Tract. That certain tract of real property, excluding the Outparcels, as depicted on the Site Plan, and being more particularly described in Exhibit B, attached hereto and by this reference incorporated herein

8. Shopping Center. The Shopping Center shall consist of the Shopping Center Tract and those buildings and Common Area improvements constructed from time to time on the Shopping Center Tract as such buildings and Common Area improvements are depicted on the Site Plan. The Shopping Center shall at all times during the Term be known as Villa Rica Town Center.

9. Outparcels. Outparcels 1, 2, 3 and 4 as depicted and so designated on the Site Plan, and being more particularly described in Exhibit B-1 attached hereto and incorporated herein, each of which may be referred to individually as an "Outparcel". If on the date of the Lease Outparcels are neither depicted or designated on the Site Plan nor described in Exhibit "B-1", then the term "Outparcels" or "Outparcel" shall be deemed to refer collectively or individually, as the case may be, to any Outparcels which may be created subsequent to the date of the Lease in accordance with the terms and provisions of the Lease.

10. Parking. The Shopping Center Tract, and each respective Outparcel, shall at all times contain not less than five (5) parking spaces (each space located within the Shopping Center Tract having a minimum width of ten (10) feet and each space located within the Outparcels having a minimum width of nine (9) feet) for every 1,000 square feet of Leasable Floor Area within improvements (including the Storeroom) constructed within the Shopping Center Tract and each respective Outparcel.

11. Exclusive Uses. Article 16 of the Lease establishes certain exclusive use rights and prohibited use in respect to the Shopping Center, which Article 16 is hereinafter reprinted.

16. USE

16.01 Permitted Uses. Tenant shall have the right to use and occupy the Premises for any lawful purpose.

16.02 Exclusive Uses.

(a) Exclusive Uses. Landlord covenants and agrees that during the Term, Tenant shall have the exclusive right within the Shopping Center Tract and Outparcels, either directly or indirectly via remote distribution (e.g., ordering, processing, or delivery by internet, mail order, etc.), to:

- (i) Engage in the retail sale of groceries.
- (ii) Operate a grocery supermarket, bakery, delicatessen, and/or fish market.
- (iii) Sell or distribute drugs or other products which are required by law to be dispensed by a licensed pharmacist (or similar health care practitioner authorized by law), even though such pharmacist or health care practitioner may not be required to be present for delivery of such products.
- (iv) Engage in retail sales of items of food for "off-premises" consumption.
- (v) Engage in retail sales of beer and wine for "off-premises" consumption.
- (vi) Engage in retail sales of distilled spirits and other alcoholic beverages for "off-premises" consumption (i.e., a liquor store).
- (vii) Engage in the sale of other products typically offered for sale in a grocery supermarket.

(b) Exceptions to Exclusive Uses. The terms and provisions of Paragraph 16.02(a) of this Lease, entitled "Exclusive Uses", to the contrary notwithstanding, occupants of the Shopping Center, as well as occupants of Outparcels or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Article 18 of this Lease, entitled "Outparcels and Adjacent Property Restrictions," shall not be prohibited from engaging in the following (provided the operation of any such uses does not in any way prevent or impede, through any law, statute, code or ordinance, any use right Tenant may have in the Shopping Center):

- (i) a sit down restaurant offering prepared ready-to-eat food items for consumption either on or off the premises;
- (ii) a "quick serve" or "fast casual" restaurant, serving prepared ready to eat food items for consumption on or off the premises (quick serve restaurants such as McDonald's, Wendy's, Chick-fil-A or Burger King; but such use shall not include a "play place" or other equipment for children with a playground atmosphere); and fast casual restaurants such as Chipotle, Chicken Salad Chick, or Panda Express;
- (iii) a delicatessen or sandwich shop type restaurant (but not a bakery) which offers take out service as an incidental part of its restaurant operation, provided that at least seventy percent (70%) of the Leasable Floor Area of such restaurant (exclusive of kitchen or food preparation area) is utilized for seated dining purposes, such as Jersey Mike's;
- (iv) a health food store or nutrition center, provided that the Leasable Floor Area of such health food store or nutrition center shall not exceed 1,600 square feet, cookie store, cupcakes store, ice cream parlor or frozen yogurt store, smoothie shop franchise doughnut shop (equivalent to a Dunkin' Donut or Krispy Kreme operation), coffee and/or tea shop, bagel shop, candy store, or a pickup or delivery outlet (such as pizza or Chinese delivery), all of which may offer the sale of food items for consumption on or off the premises;
- (v) a combination gas station and convenience food store operation, provided that the Leasable Floor Area devoted to the sale of food and beverage products shall not exceed 2,600 square feet, which area shall include one-half (½) of the Leasable Floor Area of aisle space adjacent to the display area of such products; PROVIDED, HOWEVER, the foregoing exception shall not permit a gas station/convenience food store that is owned by, operated by or controlled by another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Walmart or Amazon), such entity's parent company or its subsidiaries or affiliates, and which gas station and convenience store operation is identified on the premises with such grocery supermarket name or the name under which such general merchandise retailer operates its grocery supermarkets within the State in which the Premises is located;
- (vi) as to the exclusive uses set forth in Paragraphs 16.02(a)(i) and 16.02(a)(vii) only, the retail sale of groceries and other products typically sold in a grocery supermarket (but not perishable goods typically sold in a grocery supermarket, "perishable goods" meaning any goods or products that require storage or display below room temperature to maintain freshness and avoid degrading of quality, except that tenants permitted under Paragraph 16.02(b)(i), (ii), (iii), (iv) and (v) shall be permitted to sell such perishable goods as prepared ready-to-eat food items for consumption either on or off the premises) by any tenant or

occupant of premises within the Shopping Center or Outparcels (other than Tenant, an entity in which Tenant owns a legal or beneficial interest, or an entity which owns a legal or beneficial interest in Tenant), but only to the extent the sale of such groceries and other products typically sold in a grocery supermarket: (a) constitute not more than an aggregate of ten percent (10%) of the dollar amount of gross sales volume of any such tenant, and (b) the Leasable Floor Area of any such premises devoted to the display thereof shall not exceed the lesser of: (i) ten percent (10%) of the Leasable Floor Area of such premises devoted to retail sales area (as opposed to office, storage, or other uses); or (ii) two hundred (200) square feet, which area shall include one-half (½) of the Leasable Floor Area of aisle space adjacent to the display area of such products.

- (vii) sale of pet food by a pet store located no closer than fifty (50) feet from the Storeroom and having a Leasable Floor Area of no more than four thousand (4,000) square feet; or
- (viii) as to the exclusive uses set forth in Paragraph 16.02(a)(iii), a medical doctor's office (or medical building if on an Outparcel), a veterinarian's office or a dental office providing any amount or combination of general dentistry and/or specialty dentistry (including, without limitation, Orthodontics, Pediatric Dentistry, Oral Surgery, Periodontics, Endodontics, Cosmetic Dentistry services and/or operations, related dental business uses and for any other reasonable lawful dental business uses) and providing samples of drugs or other products (at no charge, and cannot fill prescriptions) of the same to patients being treated as a normal part of such practice; provided such drugs or other products are not dispensed for a fee or remuneration of any kind, whether directly or indirectly except in the ordinary course of in-office medical, veterinary or dental treatment (for example, an in-office vaccination).

16.03 Prohibited Uses.

(a) **Unlawful or Nuisance Use.** Tenant hereby covenants and agrees that it will not use the Premises for any unlawful purpose, including any use which would constitute an unlawful nuisance to adjoining tenants in the Shopping Center or for any of the prohibited uses set forth in Paragraph 16.03(b)(i), or except as expressly set forth in Section 16.03(b)(ii) of this Lease.

(b) **Specific Prohibited Uses.** Landlord hereby covenants and agrees that no other premises in the Shopping Center, Outparcels, or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of this Lease, entitled "Adjacent Property Restrictions," shall be used for the following "prohibited uses":

- (i) any unlawful purpose, or in any way which would constitute a legal nuisance to adjoining tenants in the Shopping Center; dry cleaning plant; adult entertainment facility; massage parlor (exclusive of first class nationally recognized (a) health spas that

include therapeutic massage services and (b) therapeutic massage operations such as Massage Heights or Massage Envy not to exceed 2,500 square feet each, provided such excluded uses shall be located no closer than one hundred (100) feet from the Storeroom); adult book store; a so-called "head shop;" tattoo or piercing parlor; a gaming, gambling, betting or game of chance business (exclusive of the sale of lottery tickets); any federal, state or municipal tenant, or agency, affiliate or related entity thereof; business whose primary service is check cashing (such as Amscot, Advance America, Cash Advance Centers, Moneytree, etc.);

- (ii) cinema or theater (provided that subject to Paragraph 27.01 hereof, Tenant shall have the right to use and occupy the Premises for such purpose); skating rink; bowling alley; discotheque; dance hall; nightclub; amusement gallery; pool room; health spa; gymnasium or fitness center (provided that subject to Paragraph 27.01 hereof, Tenant shall have the right to use and occupy the Premises for such purpose and Landlord shall have the right to lease premises in the Shopping Center, Outparcels or Adjacent Property for health and/or exercise, such as Crunch Fitness, Orangetheory, a yoga studio and Club Pilates so long as each such premises does not exceed three thousand (3,000) square feet and is located no closer than one hundred (100) feet from the Storeroom); pin ball or electronic game room; funeral parlor; flea market; bingo parlor; cafeteria; sale, rental, lease, or repair or maintenance of automobiles, trucks, other motorized vehicles, or trailers (provided that Landlord shall have the right to lease or sell all or part of any outparcel on Adjacent Property to a fuel station (subject to the provisions of Paragraph 16.02(b)(v)) and a regional or national provider of automotive services such as Valvoline, Jiffy Lube, Mavis and NTB; car wash (provided that Landlord shall have the right to lease or sell all or part of any outparcel on Adjacent Property to a first class regional or national provider of car wash services such as Mod Wash, Camel Car Wash or Cactus Car Wash); billboard; cell phone tower; pawn shop; driving school; the sale of fireworks; variety-type or price point store (drug store, "dollar" store, "five and dime," such as Walgreen's, CVS, Dollar Tree, Dollar General, Family Dollar, Big Lots); sub shop (such as Subway, Quizno's, Firehouse, or Jimmy John's) except as permitted in Paragraph 16.02 (b) (iii) above; or wholesale clubs (such as Costco, BJ's, Sam's Club) (provided that subject to Paragraph 27.01 hereof, Tenant shall have the right to use and occupy the Premises for such purpose); or
- (iii) any use whatsoever that is owned, operated or controlled by (or sells from its premises the branded, "store brand" or "private label" merchandise of) another grocery supermarket entity or general merchandise retailer that also operates grocery supermarkets (such as Walmart, Amazon, Kroger, Whole Foods, Winn Dixie, Wegman's, etc.), such entity's parent company or its subsidiaries or affiliates, and which use is identified on the

premises with such grocery supermarket name, the name under which such general merchandise retailer operates its grocery supermarkets within the State in which the Premises is located, or a name that is generally associated with such grocery supermarket (provided, however, Landlord shall not be in violation of this provision if such entity acquires a tenant in the Shopping Center under a lease that was entered into prior to the date of acquisition); or

- (iv) any lockers, lock-boxes or other type of storage system, used to receive, store or aid in the transfer of merchandise sold, purchased, ordered or processed from a mail order, catalog or online retailer, wholesaler or "web services" provider.

(c) Prohibited Uses Based on Proximity to Storeroom. No premises in the Shopping Center, Outparcels or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of this Lease, entitled "Adjacent Property Restrictions," located within five hundred (500) feet of the Storeroom (which distance shall be measured from the Storeroom demising wall nearest said other premises to the demising wall of said other premises nearest the Storeroom) shall be used for a day care center (including any "drop-in" or other child care facility), or a "concept" restaurant and/or cocktail lounge of a parking intensive nature, such restaurants and/or cocktail lounges being similar in nature to Applebee's, Outback Steakhouse, Chili's, Hooters, and T.G.I. Friday's. In any event, not more than an aggregate of five (5) restaurants and/or cocktail lounges, regardless of concept or parking intensive nature, shall be located within the Shopping Center and the Outparcels combined, nor shall a restaurant otherwise permitted pursuant to Paragraph 16.02 (b) (i), (ii) or (iii) be located within one hundred (100) feet of the Storeroom.

16.04 Covenant Running with the Land. Landlord covenants and agrees that all leases entered into between Landlord and other tenants within the Shopping Center or Outparcels shall prohibit such other tenants from violating the exclusive use rights and prohibited use restrictions set forth in Paragraphs 16.02, 16.03(b) and 16.03(c) of this Lease, entitled "Exclusive Uses," "Specific Prohibited Uses," and "Prohibited Uses Based on Proximity to Storeroom," respectively, for and during the Term. Landlord hereby covenants and agrees that if Landlord sells, transfers, or conveys all or any portion of the Shopping Center, Outparcels or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of this Lease, entitled "Adjacent Property Restrictions," the exclusive use rights and prohibited use restrictions set forth in said Paragraphs 16.02, 16.03(b), and 16.03(c) hereof shall be deemed to constitute a covenant running with title to such sold, transferred or conveyed portion of the Shopping Center, Outparcels, or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of this Lease, entitled "Adjacent Property Restrictions," which covenant shall remain in full force and effect and be binding upon the successors in title to Landlord for and during the Term. The covenants, restrictions and exclusive use rights set forth in this Article 16 shall remain in full force and effect until the earlier of: (i) expiration of the Term of this Lease; (ii) termination of this Lease prior to the expiration of the Term as herein permitted, unless agreed by Landlord and Tenant that the covenants, restrictions and exclusive use rights are to survive such termination; or (iii) express written waiver or release, by an instrument in the form described in Paragraph 39.07, entitled "Entire

Agreement," by Tenant, in its sole discretion, of any of the covenants, restrictions and/or exclusive rights set forth herein.

16.05 Enforcement. Subject to the last sentence of this Paragraph 16.05, if any other tenant in the Shopping Center, Outparcels, or Adjacent Property which may otherwise be restricted pursuant to the terms and provisions of Paragraph 18.02 of this Lease, entitled "Adjacent Property Restrictions," or successor in title thereto shall violate said exclusive use or prohibited use provisions, then upon Landlord's receipt of notice of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said exclusive use and prohibited use provisions, including, without limitation, injunctive relief against such tenant or successors in title. Furthermore, if Landlord fails to commence and expeditiously pursue enforcement of said exclusive use within three (3) business days following Landlord's receipt of written notice from Tenant, then Tenant shall have the right, but not the obligation, to pursue enforcement of said exclusive use and prohibited use provisions against such other tenants or successors in title, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in the enforcement of the rights set forth in this Article 16 and not recovered by Tenant as the prevailing party in any litigation resulting from Tenant's pursuit of its remedies provided herein shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. If Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder. Notwithstanding anything herein to the contrary, and provided that Landlord has fully complied with the provisions of this Paragraph 16.05, entitled "Enforcement," should another tenant in the Shopping Center, Outparcels or Adjacent Property utilize its premises in violation of any of such exclusive uses or prohibited use provisions (hereinafter an "Article 16 Rogue Tenant"), then such use by such Article 16 Rogue Tenant shall not constitute a default of this Lease by Landlord hereunder so long as Landlord commences and diligently pursues the enforcement of the exclusive use or the prohibited use provisions or such other terms of this Lease which have been violated, as set forth herein.

16.06 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 16 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 16 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

12. **Exclusive Uses of Other Tenants.** Article 17 of the Lease confers upon Tenant immunity from exclusive use rights of other tenants in the Shopping Center, which Article 17 is hereinafter reprinted.

17. EXCLUSIVE USES OF OTHER TENANTS

17.01 Application to Tenant. Landlord covenants and agrees that any exclusive use rights which may be contained in leases or agreements entered into between Landlord and other tenants in, or successor in title to, the Shopping Center or Outparcels shall expressly provide, and Landlord hereby further covenants and agrees, that such exclusive use rights of other tenants, or successor in title, shall neither be applicable to Tenant or the Premises during the Term, nor be applicable to Tenant or any entity which Tenant owns a legal or beneficial interest, or any entity which owns a legal or beneficial interest in Tenant (an "Affiliated Entity") and other premises within the Shopping Center or the Outparcels occupied by Tenant or an Affiliated Entity.

17.02 Indemnification. Landlord shall defend and indemnify Tenant and/or an Affiliated Entity, as the case may be, and hold Tenant and/or an Affiliated Entity, as the case may be, harmless from any and all actions, damages, claims, costs, and expenses of any nature arising out of the alleged breach by Tenant and/or an Affiliated Entity, as the case may be, of any exclusive use rights contained in any lease or agreement between Landlord and any other tenant in, or successor in title to, the Shopping Center or Outparcels, which indemnification shall survive the expiration or earlier termination of the Term.

17.03 No Waiver. No delay or failure on the part of Tenant and/or an Affiliated Entity, as the case may be, in the enforcement of its rights pursuant to this Article 17 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant and/or an Affiliated Entity, as the case may be, to the breach or violation thereof. No waiver of its rights pursuant to this Article 17 shall be valid as against Tenant and/or an Affiliated Entity, as the case may be, unless made in writing and signed by Tenant and/or an Affiliated Entity, as the case may be, and then only to the extent expressly set forth therein.

13. Outparcel and Adjacent Property Restrictions. Article 18 of the Lease establishes certain restrictions in respect to the Outparcels and property adjacent to the Shopping Center, which Article 18 is hereinafter reprinted.

18. OUTPARCEL AND ADJACENT PROPERTY RESTRICTIONS

18.01 Outparcel Restrictions. Landlord covenants and agrees that any buildings, pylon or monument signs constructed on the Outparcels shall be subject to the following restrictions: (i) no more than one building shall be constructed on any Outparcel and said building shall accommodate no more than three (3) business operations therein, provided that any such building in which three (3) businesses are operating shall be deemed to be a portion of the Shopping Center Tract for purposes of Paragraph 41.01 hereof; (ii) no building shall exceed one story in height; (iii) no building sign or structure shall exceed twenty-five (25) feet in height, provided, that such height limit as to any outparcel on Adjacent Property shall be thirty (30) feet, and further provided that architectural features or canopies may extend an additional five (5) feet; (iv) the Leasable Floor Area of any building constructed on an Outparcel shall not exceed the floor area limitation set forth on the Site Plan, provided, in any event, such Leasable Floor Area shall be further limited to the extent that the number and size of on-grade

automobile parking spaces required by all applicable rules, regulations, ordinances, and laws can be constructed and maintained within the boundaries of such Outparcel; (v) each building shall comply with all governmental rules, regulations, ordinances, and laws; (vi) any pylon or monument signs erected or constructed on the Outparcels shall not obstruct visibility from Mirror Lake Boulevard or Shoreline Parkway of the Premises or the pylon or monument sign identifying the Shopping Center or Tenant (Tenant hereby agreeing that such pylon or monument signs with dimensions and locations as set forth on Exhibit H shall not obstruct such visibility); (vii) "reader board" type signs and billboards shall be prohibited on an Outparcel; (viii) the Outparcels or any buildings constructed thereupon shall neither be used in violation of the exclusive rights granted to Tenant in Paragraph 16.02 of this Lease, entitled "Exclusive Uses," nor for any of the prohibited uses set forth in Paragraph 16.03 of this Lease, entitled "Prohibited Uses;" and (ix) if any improvements located on any Outparcel shall be damaged or destroyed, and if the owner of any such Outparcel elects not to repair or restore such improvements, the Outparcel owner shall promptly raze and remove such damaged or destroyed improvements, and either landscape or pave and maintain any such Outparcel (including concealment of any exposed slab or foundation thereof) in a manner consistent with the Common Area. More specifically, subject to the terms and provisions of Item (ii) of Paragraph 7.03(b) of this Lease, entitled "Parking Areas; Access," all such rules, regulations, ordinances, or laws relative to parking requirements shall be complied with by providing the requisite size and number of on-grade parking spaces within the boundaries of said Outparcels, without reduction in such size and number by virtue of the granting of a variance or special exception to such rules, regulations, ordinances, or laws by the governmental authority having jurisdiction thereof. Furthermore, the provisions of all applicable rules, regulations, ordinances, and laws to the contrary notwithstanding, for purposes of this Paragraph 18.01, the Leasable Floor Area of any building constructed on an Outparcel shall also be deemed to include outdoor balconies, patios, or other outdoor areas utilized for retail sales or food or beverage service (exclusive of areas utilized exclusively for drive through or walk-up take-out food or beverage service).

18.02 Adjacent Property Restrictions.

(a) **Adjacent Property of Landlord.** Landlord covenants and agrees that: (i) Adjacent Property shall be subject to the exclusive use and prohibited use provisions of Article 16 of this Lease, entitled "Use;" (ii) any buildings or other improvements (including pylon or monument signs) constructed on Adjacent Property shall not interfere with or alter the visibility of and public access to the Premises or the visibility of the Shopping Center pylon or monument signage; (iii) Landlord shall not place, or allow the placement of, any telecommunications towers thereon; (iv) Landlord shall not grant any parking rights upon the Shopping Center Tract for the benefit of any Adjacent Property, nor shall Landlord permit any owners or occupants of such Adjacent Property, their employees or agents, or the invitees of any of the foregoing, to park upon the Shopping Center Tract; and (v) any building constructed on outparcels located on such Adjacent Property and within 250 feet of the boundary of the Shopping Center shall comply with the restrictions set forth in Paragraph 18.01 of this Lease, entitled "Outparcel Restrictions."

(b) **Common Area Rights of Others.** Landlord covenants and agrees that without the prior written consent of Tenant, Landlord shall not grant or convey to the owner or occupant of any real property adjoining or adjacent to the Shopping Center any rights, easements, or privileges in or to the Common Area of the

Shopping Center, provided, however, such consent shall not be unreasonably withheld, conditioned, or delayed if the owner of the adjacent property agrees to subject such adjacent property to the restrictions set forth in Paragraph 18.02(a), entitled "Adjacent Property of Landlord," or such other restrictions as Tenant shall approve in writing, during the Term of this Lease. The terms and provisions of the preceding sentence to the contrary notwithstanding, Tenant may, in its sole discretion, withhold its consent to the granting of any parking rights upon the Shopping Center Tract in favor of such adjoining or adjacent property; furthermore, Landlord covenants that, in the absence of such consent, Landlord shall not permit the occupants, employees, agents, or invitees of such adjoining or adjacent property to park upon the Shopping Center Tract.

18.03 Covenant Running With the Land. Landlord hereby covenants and agrees that the restrictions and obligations set forth in Paragraphs 18.01 and 18.02 of this Lease, entitled "Outparcel Restrictions" and "Adjacent Property Restrictions," respectively, shall be deemed to constitute a covenant running with title to the Outparcel or Adjacent Property, as the case may be, which covenant shall remain in full force and effect and be binding upon the owner of such Outparcel or Adjacent Property for and during the Term. The covenants, restrictions and exclusive use rights set forth in this Article 18 shall remain in full force and effect until the earlier of: (i) expiration of the Term of this Lease; (ii) termination of this Lease prior to the expiration of the Term as herein permitted, unless expressly provided in this Lease or otherwise agreed by Landlord and Tenant that the covenants, restrictions and exclusive use rights are to survive such termination; or (iii) express written waiver or release, by an instrument in the form described in Paragraph 39.07, entitled "Entire Agreement," by Tenant, in its sole discretion, of any of the covenants, restrictions and/or exclusive rights set forth herein; provided, if the expiration or termination of this Lease is due to Tenant, or any affiliate of Tenant, acquiring fee title to the portion of the Shopping Center, the covenants, restrictions and exclusive use rights set forth in this Article 18 shall remain in full force and effect. The restrictions and obligations set forth in Paragraphs 18.01 and 18.02 hereof, and the enforcement rights and obligations set forth in Paragraph 18.04 below, shall be manifested by filing for record a Memorandum of Lease encumbering the Outparcels and the Adjacent Property and, if applicable, filing for record a Declaration of Easements and Restrictions encumbering the Adjacent Property. Any Declaration of Easements and Restrictions containing the covenants, restrictions and exclusive use rights set forth in this Article 18 shall also include the provision that such covenants, restrictions and exclusive use rights shall remain in full force and effect beyond the expiration or earlier termination of this Lease if Tenant, or any affiliate of Tenant, becomes the fee owner of any portion of the Shopping Center.

18.04 Enforcement. Subject to the last sentence of this Paragraph 18.04, if the owner or occupant of an Outparcel, the Adjacent Property, or other adjacent property to which the restrictions set forth in Paragraphs 18.01 and 18.02 hereof shall apply, shall violate such restrictions, then upon notice to Landlord of such violation, Landlord shall promptly commence and expeditiously pursue any and all remedies available to Landlord for the enforcement of said restrictions, including, but not limited to, injunctive relief against such owner or occupant. Furthermore, if Landlord fails to commence and expeditiously pursue enforcement of said restrictions within three (3) business days following written notice from Tenant, then Tenant shall have the right, but not the obligation, to pursue enforcement of said restrictions against such owner or occupant, whether in Tenant's own right or in the name of Landlord, and Landlord hereby agrees to cooperate and, to the extent required, participate with Tenant in this regard. Any

expense, including, without limitation, reasonable attorney's fees and court costs, incurred by Tenant in enforcement of the restrictions set forth in this Article 18 and not recovered by Tenant as the prevailing party in any litigation resulting from Tenant's pursuit of its remedies provided herein shall be deemed paid or incurred for the account of Landlord, and Landlord agrees to reimburse Tenant therefor on demand and save Tenant harmless therefrom. If Landlord fails to reimburse Tenant upon demand for any amount paid for the account of Landlord hereunder within fifteen (15) days after receipt from Tenant of bills or written notice of claim for reimbursement, said amount may be deducted by Tenant from the next or any succeeding installment payments of Fixed Minimum Rent or any other amounts due and payable by Tenant to Landlord hereunder. Notwithstanding anything herein to the contrary, and provided that Landlord has fully complied with the provisions of this Paragraph 18.04, entitled "Enforcement," should the owner or occupant of an Outparcel, the Adjacent Property or other adjacent property to which the restrictions set forth in Paragraphs 18.01 and 18.02 hereof shall apply, utilize its premises in violation of said restrictions (hereinafter an "Article 18 Rogue Tenant"), then such use by such Article 18 Rogue Tenant shall not constitute a default of this Lease by Landlord hereunder so long as Landlord commences and diligently pursues the enforcement of said restrictions, as set forth herein.

18.05 No Waiver. No delay or failure on the part of Tenant in the enforcement of its rights pursuant to this Article 18 shall impair enforcement, or be construed as a waiver, of any such right, or constitute acquiescence by Tenant to the breach or violation thereof. No waiver of its rights pursuant to this Article 18 shall be valid as against Tenant unless made in writing and signed by Tenant, and then only to the extent expressly set forth therein.

14. **Right of First Refusal.** Article 41 of the Lease grants Tenant a right of first refusal with respect to purchasing the Shopping Center Tract, which Article 41 is hereinafter reprinted.

41. RIGHT OF FIRST REFUSAL

41.01 Right of First Refusal. If Landlord receives from, or tenders to, a third party (the "Third Party"), an acceptable, bona fide, arms-length offer (the "Offer") pursuant to which Landlord proposes to sell, convey, or assign to the Third Party, or grant to the Third Party an option to purchase, or undertake to lease (other than a typical premises lease pursuant to which the Third Party is the occupant) to the Third Party, all or a portion of the Shopping Center Tract, then, as a condition to Landlord's accepting the Offer from, or tendering the Offer to, the Third Party, Landlord shall, within five (5) business days of its receipt or tender of such Offer, deliver to Tenant written notice of the Offer (the "Notice of Offer"). The Notice of Offer shall set forth the name and address of the Third Party and all of the terms and conditions of the Offer, along with copies of all relevant documents pertaining to the Offer (collectively, the "Notice Documents"), including, but not limited to: (i) a copy of the proposed assignment, purchase, or lease agreement; (ii) a rent roll for the Shopping Center Tract, certified by Landlord to be true and correct; (iii) operating statements for the Shopping Center Tract for the immediately preceding twenty-four (24) months (or the period of operation of the Shopping Center Tract if less than twenty-four (24) months); (iv) copies of all loan documents encumbering the Shopping Center Tract or a reasonably detailed summary of any such

financing; and (v) any other document, instrument or information relevant to Tenant's decision whether or not to purchase the Shopping Center Tract.

41.02 Right to Purchase: Time for Acceptance. Landlord hereby grants to Tenant the right to purchase or lease, as the case may be, the Shopping Center Tract or portion thereof described in the Offer upon the same terms and conditions set forth in the Offer. Tenant shall have thirty (30) days after receipt of the Notice of Offer and the Notice Documents to notify Landlord in writing of its election to exercise such right as herein provided. Notwithstanding any provisions set forth in the Offer or Notice of Offer to the contrary, if Tenant elects to exercise its right to purchase, Tenant shall have: (1) an inspection period beginning on the date of Tenant's election and ending on the later of: (i) the date that is sixty (60) days from the date of such election, or (ii) the expiration date of the inspection period set forth in the Offer or Notice of Offer, during which inspection period Tenant shall have the right to terminate its obligations under the Offer or Notice of Offer for any reason, or no reason, if Tenant determines in its sole discretion not to purchase the Shopping Center; and (2) thirty (30) days after the expiration of the inspection period to close the transaction. If Tenant fails to exercise such right as herein provided, such failure shall be deemed to be a waiver of Tenant's right as to that Offer, and Landlord may proceed to consummate the transaction contemplated by the Offer in accordance with the terms and conditions thereof.

41.03 Reinstatement of Tenant's Purchase Right. If subsequent to Tenant not accepting the terms in the Offer: (i) the terms and conditions of the Offer are modified or amended in any way (excluding, however, if the only modification or amendment to the Offer is a reduction of the purchase price thereunder in an amount that is less than three percent (3%) of the total purchase price set forth in the original Offer), or (ii) the transaction contemplated by the Offer is not consummated within one hundred eighty (180) days after the date of receipt by Tenant of the Notice of Offer, then, in either event, Tenant's rights hereunder shall be reinstated as to any modified or amended Offer, any offer continuing beyond such one hundred eighty (180) day period, or any subsequent Offer received by Landlord from a third party or tendered by Landlord to a third party.

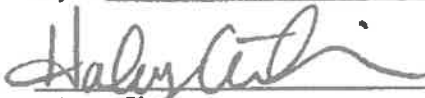
41.04 Application of Right of First Refusal. For purposes of this Article 41, the sale, transfer, conveyance, or assignment of all or a portion of the entity constituting Landlord (except for the sale of stock of a publicly traded company on a nationally recognized stock exchange) shall be deemed a sale of all or a portion of the Shopping Center Tract. This right of first refusal shall not apply to any form of financing, foreclosure sale, deed in lieu of foreclosure, or otherwise; provided, however, this right of first refusal shall apply to any subsequent sale of all or a portion of the Shopping Center Tract by any person or entity acquiring title through a foreclosure sale, deed in lieu of foreclosure or otherwise. This right of first refusal shall not apply to transfers in connection with a condemnation or under threat of condemnation. This right of first refusal shall continue in full force and effect for so long as this Lease remains in effect and shall be binding upon any successor in interest to Landlord, whether by sale of all or a portion of the Shopping Center Tract or transfer of all or a portion of the entity constituting the Landlord. The parties hereto hereby acknowledge and agree that the Right of First Refusal contained herein is intended to apply only to the sale or lease of the Shopping Center Tract, as opposed to a separate and distinct sale or lease of an Outparcel; provided, however, if an Offer pertains to the sale and/or lease of both the Shopping Center Tract and one or more Outparcels, then the Right of First Refusal contained herein shall be deemed to apply to all of the property described in the Offer, including the Outparcel(s) described therein, in which case the Notice Documents shall

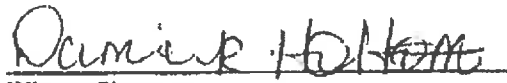
likewise pertain to all of the property described in the Offer. Until such time as Landlord receives an Offer which includes both all or a portion of the Shopping Center Tract and one or more Outparcels, the Right of First Refusal contained herein shall not be deemed to encumber the Outparcels.

SIGNATURES APPEAR ON THE FOLLOWING TWO PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed under seal as of the day and year first above written.

Signed and delivered in our presence this 30
day of November, 2022.


Witness Signature
Print Name: Haley Gilliam


Witness Signature
Print Name: Daniel R. Holtz


Notary Public
Print Name: Jessica Hernandez
My Commission Expires: _____

[NOTARY SEAL]



JESSICA HERNANDEZ
Commission # HH 253135
Expires April 14, 2026

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LANDLORD:

FUQUA BCDC VILLA RICA PROJECT
OWNER, LLC, a Georgia limited liability
company

By: 
Print Name: JEFF FURUTA
Title: President

Signed and delivered in our presence this 17th
day of December, 2022.

William Henderson
Witness Signature
Print Name: William Henderson

Roger Hope
Witness Signature
Print Name: Roger Hope

Jessica Hernandez
Notary Public
Print Name: Jessica Hernandez
My Commission Expires: _____

[NOTARY SEAL]



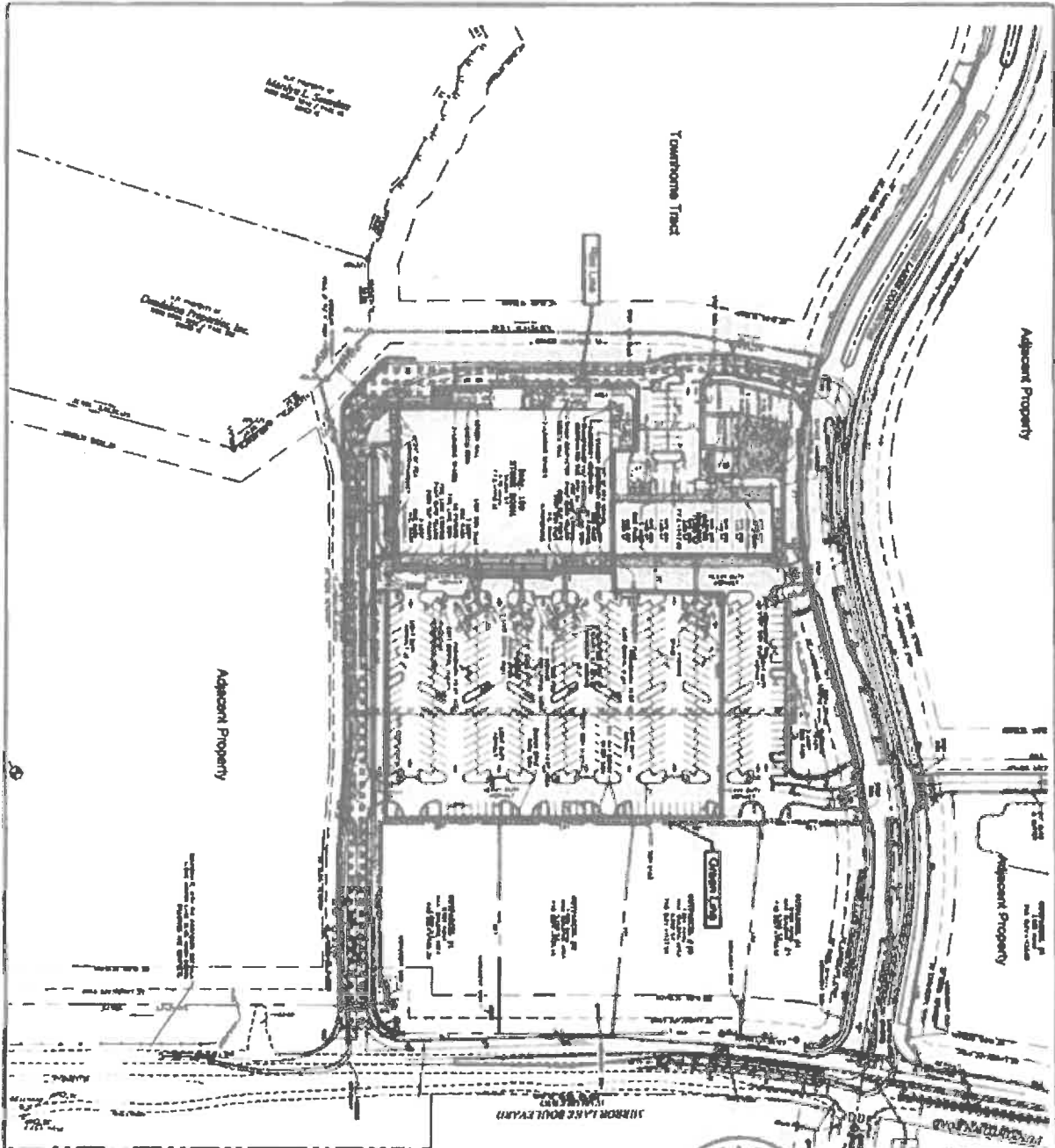
JESSICA HERNANDEZ
Commission # H1253135
Expires April 14, 2026

TENANT:

PUBLIX SUPERMARKETS, INC., a Florida corporation

By: Bridgid A. O'Connor
Print Name: Bridgid A. O'Connor
Title: Vice President of Real Estate Strategy

EXHIBIT "A"



SITE PLAN
GRAPHIC SCALE
1" = 100' 0"

NOT TO SCALE. SEE EXHIBIT "B" FOR LEGEND.

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**MIRROR LAKE
RETAIL**
VILLAGE, CALIFORNIA

PLANNING DEVELOPMENT



HGA
HARRIS, GIBSON & ASSOCIATES
San Francisco, California

C-11

EXHIBIT B

SHOPPING CENTER TRACT LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, and being more particularly described as follows:

COMMENCING at a point located at the intersection of the Southerly Right-of-Way line of Parkway Circle (50' R/W) and the Southwesterly Right-of-Way line of Punkintown Road (80' R/W); Thence along said right-of-way of Punkintown Road (80' R/W) for a distance of 280 feet to a 5/8-inch rebar set; thence along said right-of-way South 26 degrees 50 minutes 45 seconds East, a distance of 136.52 feet to a 5/8-inch rebar set; thence along said right-of-way South 26 degrees 50 minutes 45 seconds East, a distance of 205.72 feet to a 1/2-inch rebar found; thence along said right-of-way South 24 degrees 55 minutes 41 seconds East, a distance of 56.14 feet to a 5/8-inch rebar set; thence along said right-of-way South 24 degrees 55 minutes 41 seconds East, a distance of 6.61 feet to a 5/8-inch rebar set; thence along said right-of-way South 26 degrees 08 minutes 27 seconds East, a distance of 127.14 feet to a 5/8-inch rebar set; thence along said right-of-way South 26 degrees 08 minutes 27 seconds East, a distance of 34.09 feet to a 5/8-inch rebar set; thence along said right-of-way South 31 degrees 50 minutes 41 seconds East, a distance of 75.86 feet to a 5/8-inch rebar set; thence along said right-of-way South 31 degrees 50 minutes 41 seconds East, a distance of 24.14 feet to a 5/8-inch rebar set; thence along said right-of-way South 36 degrees 49 minutes 47 seconds East, a distance of 144.29 feet to a 5/8-inch rebar set; thence along said right-of-way South 36 degrees 49 minutes 47 seconds East, a distance of 149.87 feet to a 5/8-inch rebar set; thence along said right-of-way South 36 degrees 49 minutes 47 seconds East, a distance of 138.62 feet to a concrete monument; thence along said right-of-way South 52 degrees 57 minutes 15 seconds West, a distance of 36.43 feet to a concrete monument; thence along said right-of-way South 36 degrees 42 minutes 19 seconds East, a distance of 6.75 feet to a 5/8-inch rebar set and the TRUE POINT OF BEGINNING; thence South 36 degrees 42 minutes 19 seconds East for a distance of 69.00 feet to a 5/8-inch rebar set; thence South 53 degrees 10 minutes 13 seconds West for a distance of 196.39 feet to a 5/8-inch rebar set; thence South 57 degrees 15 minutes 21 seconds West for a distance of 126.32 feet to a 5/8-inch rebar set; thence South 53 degrees 10 minutes 13 seconds West for a distance of 376.98 feet to a 5/8-inch rebar set; thence South 37 degrees 54 minutes 19 seconds West for a distance of 120.79 feet to a 5/8-inch rebar set; thence North 90 degrees 00 minutes 00 seconds East for a distance of 0.00 feet to a 5/8-inch rebar set; thence North 74 degrees 21 minutes 29 seconds West for a distance of 10.24 feet to a 1/2-inch rebar found; thence North 83 degrees 23 minutes 33 seconds West for a distance of 84.47 feet to a 1/2-inch rebar found; thence North 36 degrees 45 minutes 14 seconds West for a distance of 410.95 feet to a 5/8-inch rebar set; thence North 27 degrees 03 minutes 33 seconds West for a distance of 187.38 feet to a 5/8-inch rebar set; thence along a curve to the left, said curve having an arc length of 317.74 feet with a radius of 549.00 feet, being subtended by a chord bearing of North 55 degrees 10 minutes 40 seconds East for a distance of 313.33 feet to a 5/8-inch rebar set; thence North 38 degrees 37 minutes 18 seconds East for a distance of 209.44 feet to a 5/8-inch rebar set; thence along a curve to the right, said

curve having an arc length of 98.36 feet with a radius of 561.00 feet, being subtended by a chord bearing of North 43 degrees 38 minutes 41 seconds East for a distance of 98.23 feet to a 5/8-inch rebar set; thence South 36 degrees 49 minutes 47 seconds East for a distance of 137.91 feet to a 5/8-inch rebar set; thence South 36 degrees 49 minutes 47 seconds East for a distance of 166.31 feet to a 5/8-inch rebar set; thence South 36 degrees 49 minutes 47 seconds East for a distance of 178.17 feet to a 5/8-inch rebar set; thence South 36 degrees 49 minutes 47 seconds East for a distance of 155.51 feet to a 5/8-inch rebar set; thence North 53 degrees 10 minutes 13 seconds East for a distance of 210.11 feet to a 5/8-inch rebar set; thence North 36 degrees 49 minutes 47 seconds West for a distance of 10.00 feet to a 5/8-inch rebar set; thence North 53 degrees 10 minutes 13 seconds East for a distance of 28.41 feet to a 5/8-inch rebar set and the TRUE POINT OF BEGINNING.

Said tract of land contains 9.666 acres more or less.

End of Exhibit B

EXHIBIT B-1

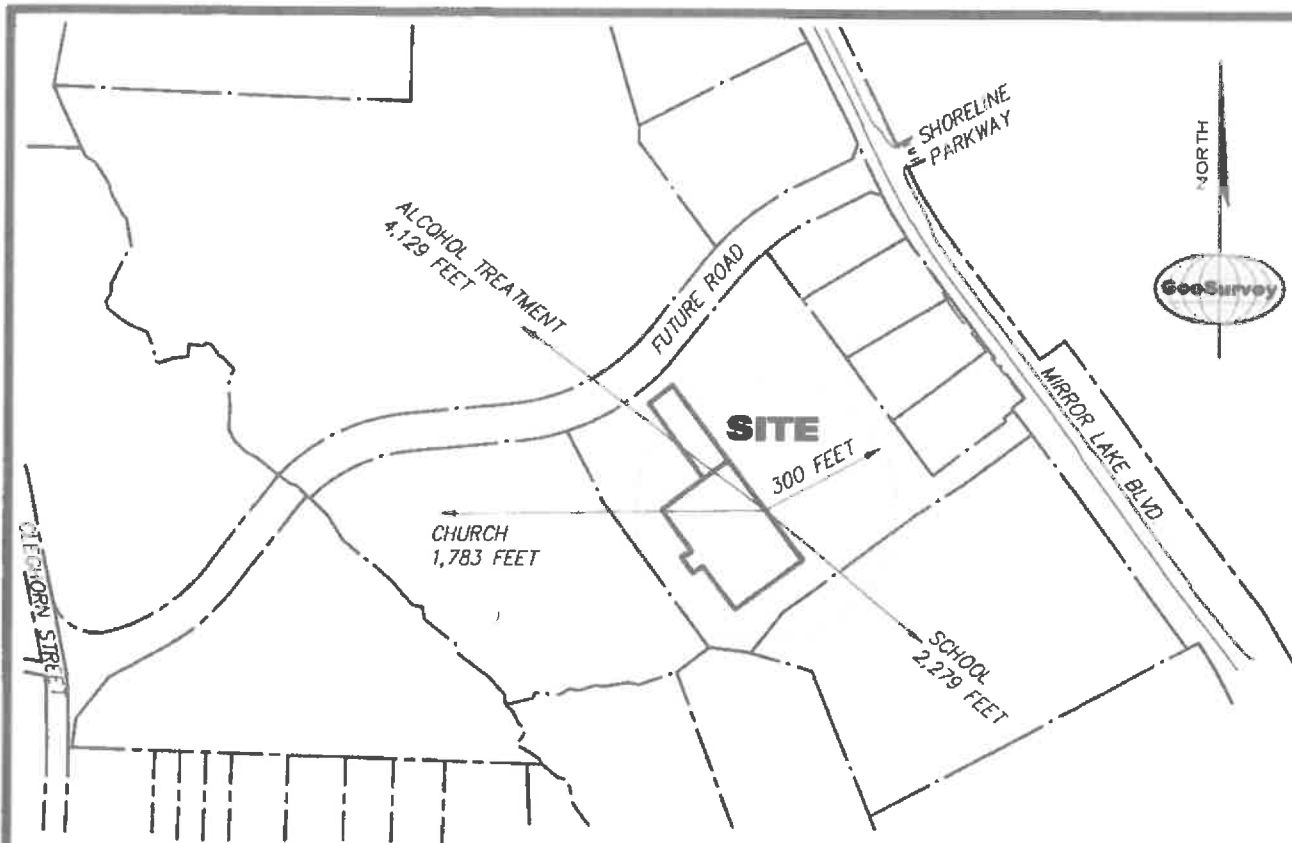
OUTPARCEL LEGAL DESCRIPTIONS

All that tract or parcel of land lying and being in Land Lot 176 of the 2nd District, Carroll County, Georgia, and being more particularly described as follows:

Outparcel 1, Outparcel 2, Outparcel 3 and Outparcel 4 each as shown on that certain Reconfiguration Plat of Mirror Lake Boulevard for Fuqua Development, LP recorded in Plat Book 108, Page 475, Carroll County, Georgia records.

End of Exhibit B-1

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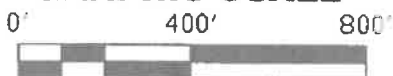


GENERAL NOTES

THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR ENTITIES NAMED HEREON. NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE INFORMATION SHOWN HEREON IS TO BE EXTENDED TO ANY PERSONS OR ENTITIES OTHER THAN THOSE SHOWN HEREON.

THIS IS A SPECIAL PURPOSE MAP INTENDED TO SHOW DISTANCES TO THE PROPERTIES NOTED HEREON, FOR THE PURPOSE OF APPLYING FOR A ALCOHOLIC BEVERAGE LICENSE.

GRAPHIC SCALE



Professional Land Surveying Services

1660 Barnes Mill Road
Marietta, Georgia 30062

Phone: (770) 795-9900
Fax: (770) 795-8880

www.geosurvey.com
EMAIL: info@geosurvey.com
Certificate of Authorization #LSF-000621

DISTANCE SEPARATION RESTRICTIONS: THE CITY OF VILLA RICA REQUIRES THAT A GROCERY STORE LICENSED TO SELL RETAIL PACKAGE MALT BEVERAGES AND WINE SATISFY THE FOLLOWING ALCOHOL DISTANCE REQUIREMENTS

1. MORE THAN 300 FEET FROM ANY CHURCH BUILDING.
2. MORE THAN 300 FEET FROM ANY SCHOOL BUILDING, SCHOOL GROUNDS, OR COLLEGE CAMPUS, AND
3. MORE THAN 300 FEET FROM ANY ALCOHOL TREATMENT CENTER

NO CHURCH, SCHOOL OR ALCOHOL TREATMENT FACILITY IS LOCATED WITHIN 300 FEET OF THE SITE.

DISTANCES WERE MEASURED BY MOST DIRECT ROUTE FROM DOOR OF POINT OF SALE BY A STRAIGHT-LINE DISTANCE ON THE GROUND.

NEAREST CHURCH - 1,783 feet
Assembly of the Saints Deliverance Church
147 Cleghorn Street, Villa Rica, GA 30180

NEAREST SCHOOL - 2,279 feet
Sunbrook Academy
1995 Mirror Lake Blvd. Villa Rica, GA 30180

NEAREST ALCOHOL TREATMENT FACILITY - 4,129 feet
The Potter's Wheel Rehabilitation Center
307 Old Stone Rd., Villa Rica, GA 30180



ALCOHOLIC BEVERAGE LICENSE EXHIBIT

Proposed Publix Store # 2011 103 Mirror Lake Connector

DATE:	11/14/2023	CITY:	VILLA RICA
DRAWING SCALE:	1"=400'	STATE:	GEORGIA
FIELD WORK:	MN	COUNTY:	CARROLL
PROJ MGR:	BDC	LAND LOT:	77
DWG FILE	20217191-7.dwg	DISTRICT:	2ND



Public Hearing Date

City Council: April 9, 2024

Request: Alcoholic Beverage License

Project Description: Retail Package Malt Beverages & Wine

Applicant: Publix Super Markets Inc.
Licensee: Alberto J. Torres
P.O. Box 32027, Lakeland, FL 33802

Location: 103 Mirror Lake Connector, Ste. 200, Land Lot 176, 2nd District; Carroll Co., Ward 1

Parcel Number(s): V05 0180091

Current Zoning: C2 (Commercial, Medium Density)

Current Land Use: N/A

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 C2 (Commercial, Medium Density).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

In accordance with 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 or fitness for a license.

Public Response:

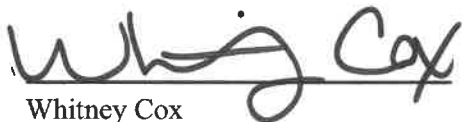
The applicant has posted a sign on the premises as well as a notice in the Times-Georgian notifying the public of the application to obtain an alcoholic beverage license at the location.

Staff Comments:

The applicant has complied with the Ordinance regarding 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 Publix Super Markets Inc. and Alberto J. Torres for the alcohol license to sell retail package malt beverages & wine at 103 Mirror Lake Connector, Ste. 200.



Whitney Cox
Licensing Specialist

Attachments:

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: ABL-04-24 Arandas, Inc., dba. Los Cowboys Mexican Restaurant

AGENDA DATE: April 9, 2024

DATE PREPARED: April 3, 2024

PREPARED BY: Whitney Cox, Licensing Specialist

AMOUNT: None

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: N/A

PURPOSE: To present an application for a restaurant pouring license as well as an amendment to include a designation of alcohol catering to the license at Los Cowboys Mexican Restaurant, 113 Main St., Villa Rica, GA 30180.

BACKGROUND: The applicant has complied with the ordinance and successfully passed the background check conducted by the Villa Rica Police Department. There was no legal noticing required to transfer the license. Also, there are no location zoning restrictions that would hinder the issuance of the license. The applicant currently holds a valid alcohol license however, the licensee will be updated, and the designation of alcohol catering will be added.

Los Cowboys will be entering into license agreements with Villa Rica Main Street to provide the beer, wine, and alcohol sales at five upcoming events hosted at the Mill amphitheater.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I move to approve the alcohol license application



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 West 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 named the Licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100.00	Pouring Restaurant – All	\$100.00	Pouring Supper Club	\$500.00
Package Wine	\$100.00	Pouring Beer & Wine	\$100.00	Supper Club Wine & Beer	\$500.00
Wine Tasting	\$100.00	Wholesale Dealer	\$500.00	Alcohol Catering	\$100.00
Growler	\$100.00	Wine & Craft Beer Boutique	\$100.00	Special Event	\$100.00

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

- | | | |
|-------------------------------------|---|------------|
| ☐ | Retail Package Malt Beverages & Wine | \$300.00 |
| ☐ | Retail Package Malt Beverage | \$200.00 |
| ☒ | Pouring License Restaurant | \$3,500.00 |
| ☐ | Pouring License Private Club | \$5,000.00 |
| ☐ | Pouring License Private Club | \$3,500.00 |
| ☐ | Growler License (In Conjunction with Retail Package Malt Beverage & Wine License) | \$200.00 |
| ☐ | Retail Package Wine | \$100.00 |
| ☐ | Limited Pouring License Restaurant | \$500.00 |
| ☐ | Limited Pouring License Supper Club | \$3,000.00 |
| ☐ | Limited Pouring License Private Club | \$500.00 |
| ☐ | Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant) | \$500.00 |
| ☐ | Wine Tasting (In Conjunction with Retail Package Wine License) | \$100.00 |
| ☐ | Wine & Craft Beer Boutique | \$500.00 |

TYPE OF OUTLET

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

PART I

1. Type of Ownership

☐ Individual

☐ Partnership

☒ Corporation

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

Maria G Melendez 1700 Daniel Rd Villa Rica GA 30180
Full Name Address

(B) If Corporation/Partnership, give Corporate/Partnership name:

Arandas INC

Federal Tax ID: 58-2647510

Name, Percent Interest and Legal Address of Principle Stockholders and Corporate Officers or Partners:

Full Name	Address	% Interest
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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:

Resturant

Full Name, Legal Residence and Social Security Number and the Named Licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a Named Licensee:

Maria G Melendez / 1700 Daniel Rd / 670-16-4724
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:

LOS cowboys Mexican Rest.

4. Address of business for which application is made:

113 Main St Villa Rica GA 30180

Phone Number:

770-456-2291

Business

Home

Mailing Address:

113 Main St Villa Rica GA 30180

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

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 obtained a copy of the City of Villa Rica Alcohol 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 in 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 copy of the Deed to the premises to be licensed, if owned by applicant.
- ☐ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
- ☐ In the case of a Partnership, a copy of the Partnership Agreement.
- ☐ In the case of a Corporation, a copy of the Articles of Incorporation.
- ☐ 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 non-compliance 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 that has been 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 premise to be licensed?

☐ Yes ☒ No N/A

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

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

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. 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 date 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

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:

Luz Morales	Carroll		4
Name	Residence	Business Address	Number of Years Known

Nancy Gato	Carroll		10 +
Name	Residence	Business Address	Number of Years Known

Name	Residence	Business Address	Number of Years Known

14. Is the name Licensee a citizen of the U.S.? ☒ Yes ☐ No

MEXICO	Jalisco	11/03/69
Place of Birth		Date of Birth

PART III
VERIFICATION

State of Georgia, Carroll County

I, Maria G Melendez, 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.

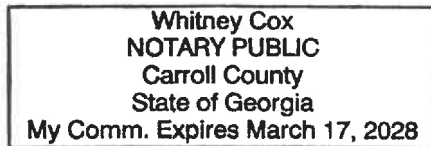
Maria G Melendez
Applicants Signature (FULL NAME IN INK)

I hereby certify that Maria G. Melendez 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 8th day of April, 20 24.

Whitney Cox My Commission Expires: 3/17/28
Notary Public

(Seal)





Public Hearing Date

City Council: April 9, 2024

Request: Alcoholic Beverage License

Project Description: Pouring License Restaurant/ Alcohol Catering

Applicant: Arandas, Inc., dba Los Cowboys Mexican Restaurant
Licensee: Maria G. Melendez
1700 Daniel Rd., Villa Rica, GA 30180

Location: 113 Main St., Villa Rica, GA 30180, Land Lot 161, 6th District; Carroll Co., Ward 1

Parcel Number(s): V01 0030010

Current Zoning: CBD (Central Business District)

Current Land Use: Restaurant

Location and Zoning Requirements:

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

Sec. 3-46. Zoning Restriction

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

The subject property is zoned CBD (Central Business District).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

In accordance with 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 or fitness for a license.

Public Response:

The applicant was not required to notice in the newspaper or on premises to transfer the license.

Staff Comments:

The applicant has complied with the Ordinance and 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 Los Cowboys for the alcohol license at 113 Main St., Villa Rica, GA 30180.



Whitney Cox
Licensing Specialist

Attachments:

1. Application



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

April 9, 2024

SUBJECT: VA-04-24 & VA-06-24 – Buffer Variances for New Development at Baker Industrial Court (Parcel # V06 0070144)

CITY COUNCIL AGENDA DATE: April 9th, 2024

DATE: March 27, 2024

PREPARED BY: Shaun Daniels, City Planner

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Doug Dickerson is requesting a variance from Section 7.08-Table 7.8 New development abutting buffer. The applicant is requesting to waive section 900, the 75-foot impervious buffer, and encroach the 50-foot stream buffer and impervious buffer requirement.

BACKGROUND: Doug Dickerson (the applicant) seeks two (2) variances from various sections of the zoning ordinance. Section 7.08-Table 7.8: applicable buffer yard types of the Villa Rica code of ordinances, which require a 75-foot buffer along property lines where (I1) zoning is abutting (AG) zone. The applicant is requesting a reduction of the 75-foot buffer to a 10-foot planted setback along the north and west property lines. The second variance pertains to section 900: stream buffer protection of the Villa Rica code of ordinances, which requires a 75-foot impervious setback and a 50-foot stream buffer. The applicant is requesting a variance to waive the 75-foot impervious stream setback and encroach a 50-foot stream buffer.

STAFF RECOMMENDATION:

1. **VA-04-24:** Reduction of Table 7.8: applicable buffer yard types of the Villa Rica code of ordinances require a 75-foot buffer along property lines where (I1) zoning is abutting (AG) zone. The applicant is requesting a reduction of the 75-foot buffer to a 10-foot planted setback along the north and west property lines.
 - **Recommendation:** DENIAL
 - **Reason:** The regulated 75-foot buffer serves as a protective measure to mitigate potential negative impacts such as noise, pollution, or visual intrusion that might arise from the proximity of different land uses.
 - The landscape buffer variance for reduction is self-imposed.

2. **VA-06-24:** Section 900 (905.01): Stream buffer protection of the Villa Rica code of ordinances requires a 75' impervious setback and a 50-foot stream buffer. Proposed: Waive the impervious buffer and encroach the 50-foot stream buffer by 10 feet.

Recommendation: DENIAL

Reason:

- The buffer variances are necessitated by a site condition/topographic feature of the land; however, the benefits do not outweigh the detriments of issuance.
- The request is a self-imposed hardship.

MOTION:

VA-04-24:

- I move to deny the variance request from Doug Dickerson deviating from the required 75-foot buffer for new (I1) development abutting an existing Agricultural (AG) parcel.

VA-06-24:

- I move to deny the variance request from Doug Dickerson about waving the 75-foot impervious buffer and encroaching the 50-foot stream buffer city requirements.



Baker Industrial Court Parcel #: V06 0070144 – Doug Dickerson
VA-04-24 & VA-06-24
March 27, 2024

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180
City Council Meeting: April 9, 2024

Re: Planning Report
Doug Dickerson
VA-04-24
VA-06-24
Baker Industrial Court
Land Lot 144, District 2
Parcel #: V06 0070144
Acreage: 37.11
Ward: 5
City Council Member: Danny Carter
Planning Board Member: Ashley Head
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

This planning report is prepared in response to the variance application submitted by Doug Dickerson for the property located at Baker Industrial Court (Parcel #V06 0070144). The purpose of this report is to provide an analysis of the variance request and make recommendations for the City Council's consideration.

Doug Dickerson (the applicant) seeks two (2) variances from various sections of the zoning ordinance. Section 7.08 Tree conservation, buffer, and landscaping compliance, Table 7.8: applicable buffer yard types of the Villa Rica code of ordinances, which require a 75-foot buffer along property lines where (I1) zoning is abutting (AG) zone. The applicant is requesting a reduction of the 75-foot buffer to a 10-foot planted setback along the north and west property lines. The second variance pertains to section 900: stream buffer protection of the Villa Rica code of ordinances, which requires a 75-foot impervious setback and a 50-foot stream buffer. The applicant is requesting a variance to waive the 75-foot impervious stream setback and encroach a 50-foot stream buffer up to ten feet.

A. Existing Conditions

The 37.1-acre property is currently zoned Industrial, Low Density (I1) and is located within the I-20 Gateway East character area, the applicant is proposing a 418,000-square-foot warehouse.



The site is directly adjacent to both Major League Milling and Magnum Paving to the east. Abutting southeast of the applicant's property are seven agricultural-zoned occupied resident parcels. Adjacent parcels on the north and west of the applicant's lot are zoned agricultural (AG). To the south of the parcel is zoned agricultural (AG). The south part of the proposed lot abuts the city's limits and borders into Carroll County Agricultural zoned parcels. The property will be a spec warehouse building with no current tenants. The proposed development is properly zoned for Industrial, Low-density (I1). A gas pipeline does run between the northern adjacent parcel requiring a 50-foot plantation easement. The applicant's site plan indicates an unnamed creek running north, traveling in a slightly diagonal direction southeast of the parcel, and ends in traveling the opposite direction south toward the southwest area of the lot. The property is landlocked and doesn't have a road leading to the lot. The applicant will need to obtain two (2) easement agreements with the adjacent property's east, to allow access to Baker Industrial Court. A portion of Baker Industrial Court is private. The proposed variance request lot is, at the end of the private portion of Baker Industrial Court. An electric fence prevents vehicles from having access to the private areas of Baker Industrial.

Surrounding Properties:

TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	Land Use Character Area
North	Agricultural (AG)	Suburban Neighborhood
East	Industrial, Low Density (I1)	I-20 Gateway East
South	Agricultural (AG) & City Limits Boundary (Carroll Co. Agricultural (AG))	Suburban Neighborhood & City Limits Boundary
West	Agricultural (AG)	Suburban Neighborhood

C. Proposed Development

The proposed parcel has been undeveloped and vacant throughout its existence. The parcel and the adjacent parcels to the east have all been industrial low-density but is one of the last parcels in the industrial area that has not been developed.

The applicant has the intention to construct a 418,000-square-foot warehouse located in the northwest area of the 37.1-acre parcel. The applicant does not have a tenant leasing the building, but the applicant is in the process of finding one or two tenants to occupy the space. The building will have an asphalt apron leading to a parking lot area to the south, which plans to be a 185-foot truck court with 54 stalls. A parking lot area will be located on the west side of the warehouse building and 266 car spaces in the northern area of the proposed warehouse building. Per. Table 7.8 Type 4 buffers do have a requirement of new (I1) developments abutting as (AG) zone must install an eight-foot wall, fence, or earth mound but the applicants are proposing to plant trees



along the property line to provide landscape screening between the two properties. Also, the applicant must abide by the Landscape Materials requirements equaling or exceeding 5.0 for every 100 linear feet within that buffer area.

Flood Plain

The property is not located within a flood zone, based on FEMA's maps. This area is considered in "Flood Zone X", which is a flood area without base flood elevation levels determined. Figure 1, below, indicates the flood zone

National Flood Hazard Layer FIRMette

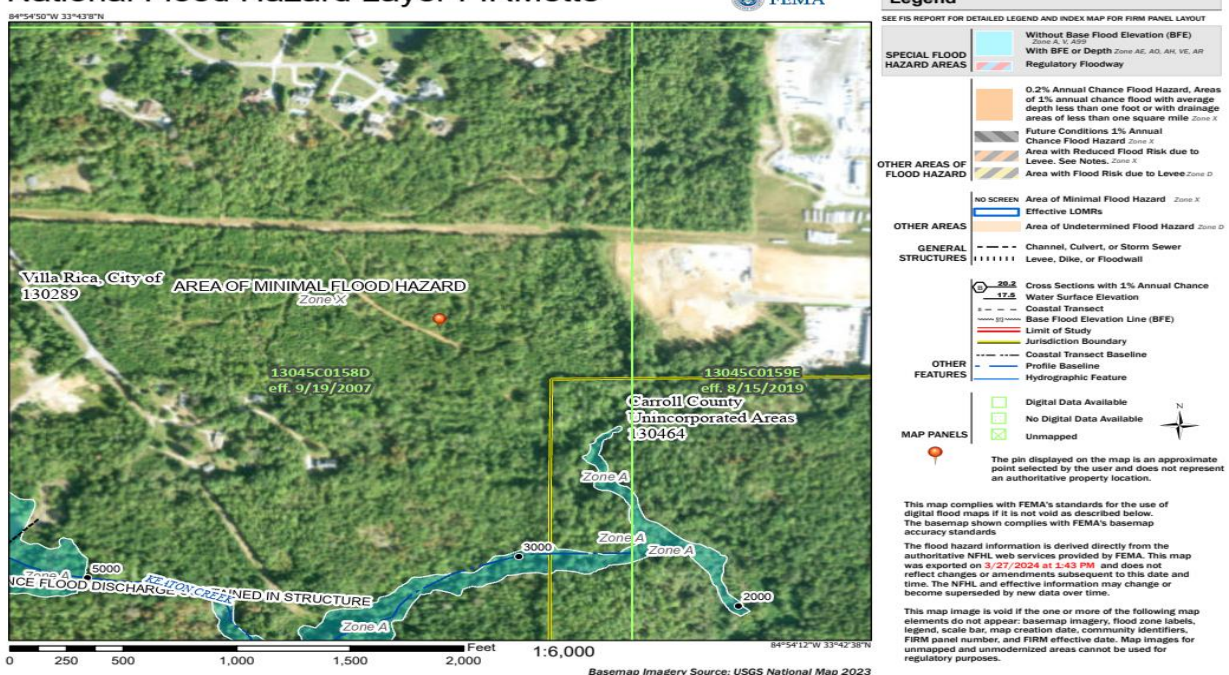


Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

D. Variances Request:

The developer has requested variance relief from the zoning ordinance as outlined below. The Applicant has requested variance relief for the following:

1. Deviating from table 7.8: applicable buffer yard types of the Villa Rica code of ordinances require a 75-foot buffer along property lines where (I1) zoning is abutting (AG) zone. **Proposed:** Reduction of the 75-foot buffer, to a 10-foot planted setback along the north and west property lines.



2. Section 900 (905.01): stream buffer protection of the Villa Rica code of ordinances requires a 75' impervious setback and a 50' stream buffer. **Proposed:** Waiving the 75-foot impervious buffer and encroach within the city required a 50-foot stream buffer for the southwest parking lot area of the proposed warehouse.

Proofs for Variances

In a review of the variance requested for the development, the “benefits vs. detriments” of such an approval were reviewed. Staff could not identify any benefits from approval of the requested variances, other than the ability to have a potential industrial used parcel within the I-20 Gateway East character area, potentially creating more occupational Opportunities within the city limit. Potential detriments would include the reduction of stream buffer areas and landscaping along the north, and west of the perimeter of the site, and encroach a city-regulated 75-foot impervious and 50-foot stream buffers.

The Future Land Use Plan prescribes “I-20 Gateway Activity Area” as future land use for the parcels. The intent of the I-20 Gateway Activity Center is as follows:

“In a most basic form, Gateways serve as the primary entrances into the city, providing access goods and services for both residents and commuters. Gateways are similar to commercial activity centers, with an emphasis on capturing commuter traffic and providing a sense of arrival to Villa Rica. Gateway areas should support a variety of uses, including commercial, mixed use, and office-related developments which also offer employment opportunities. Such development can provide opportunities for hotels similar high intensity developments.”

The existing development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the variances does not appear to impact the Comprehensive Plan.

Variance Decision Criteria

Review of Criteria for Granting a Variance:

In considering a variance request, the City Council should assess whether the following criteria are met:

1. Exceptional Circumstances.
No exceptional circumstances have been presented.
2. No Detriment to Public Health, Safety, or Welfare:



There is no detriment to public health, safety, or welfare observed by staff but potentially some public health detriment depending on the use of the unknown tenant's use.

3. **Practical Difficulty. The variance request for reducing the buffer regulations appears to be driven by economic gain for a large, proposed warehouse, which is a self-imposed condition. Staff would like to see none of city regulated buffers encroached for environmental protection purposes, flood mitigation, and erosion control protection.**
4. **General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community; The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community.**
5. **Documentation of unusual hardship should the *buffer* be maintained. The applicant expressed the area would limit the transportation operations on the site and would create inefficiencies for the future tenant. Without the buffer and setback intrusion, the project will not align with the tenant's needs in the market as well as industry standards for building and truck court size.**

ii) **Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances. The adjacent west parcel will not have the Villa Rica regulated vegetation buffer required for new developments within (I1) butting properties within the agriculturally zoned area.**

E. Comments

No Staff Comments.

Recommendation:

VA-04-24 Reduction of Table 7.8: applicable buffer yard types of the Villa Rica code of ordinances require a 75-foot buffer along property lines where (I1) zoning is abutting (AG) zone. The applicant is requesting a reduction of the 75-foot buffer to a 10-foot planted setback along the north and west property lines.

Staff recommendation: **DENIAL**



Reason: The regulated 75-foot buffer serves as a protective measure to mitigate potential negative impacts such as noise, pollution, or visual intrusion that might arise from the proximity of different land uses. The landscape buffer variance for reduction is self-imposed.

VA-06-24 Section 900 (905.01): Stream buffer protection of the Villa Rica code of ordinances requires a 75' impervious setback and a 50-foot stream buffer. Proposed: Waive the impervious buffer and encroach the 50-foot stream buffer by 10 feet.

Staff recommendation: **DENIAL**

Reason:

- The buffer variances are necessitated by a site condition/topographic feature of the land; however, the benefits do not outweigh the detriments of issuance.
- The request is a self-imposed hardship.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on March 23rd, 2024; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

Should you have any questions concerning the above comments please do not hesitate to contact my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Sincerely,

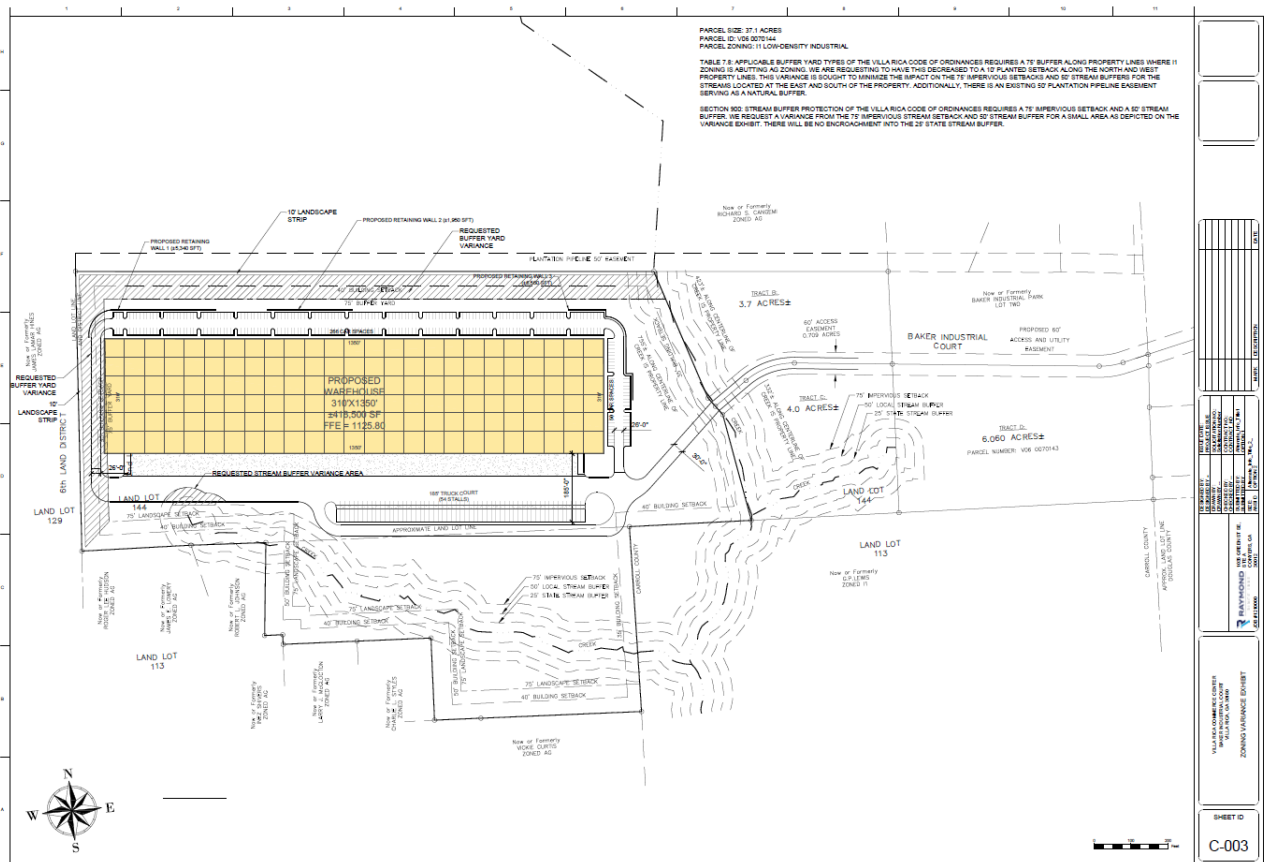
Shaun Daniels

Planner

City of Villa Rica: Community Development

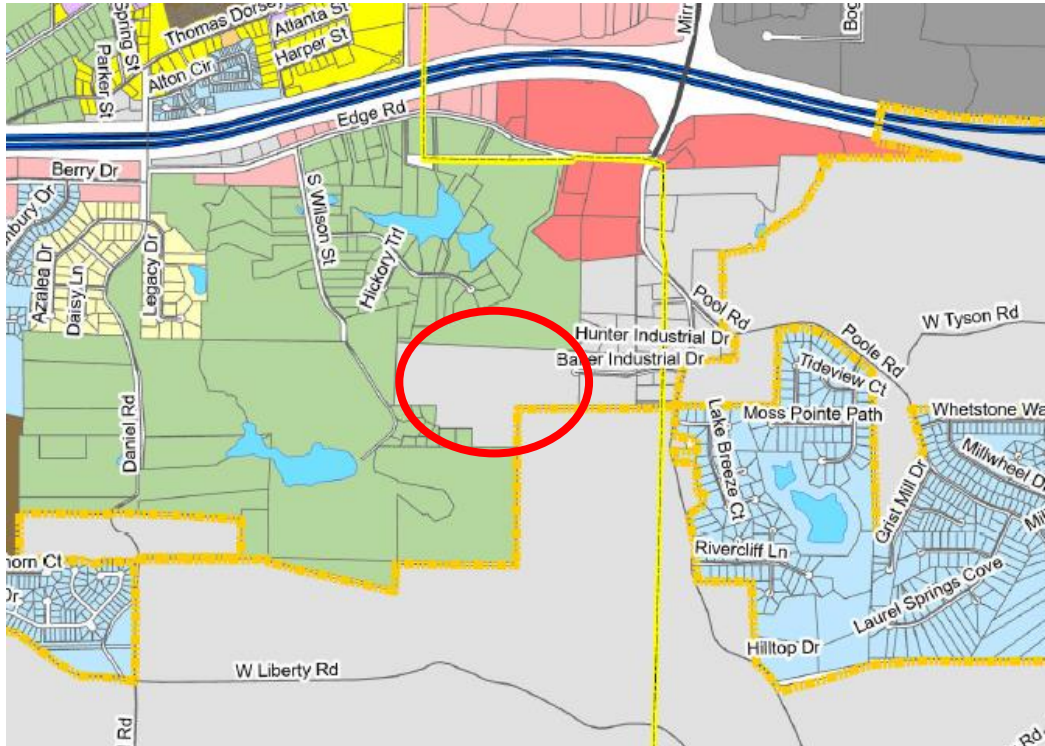
sdaniels@villarica.gov | 678-785-9995

Attachments:





Zoning Map:

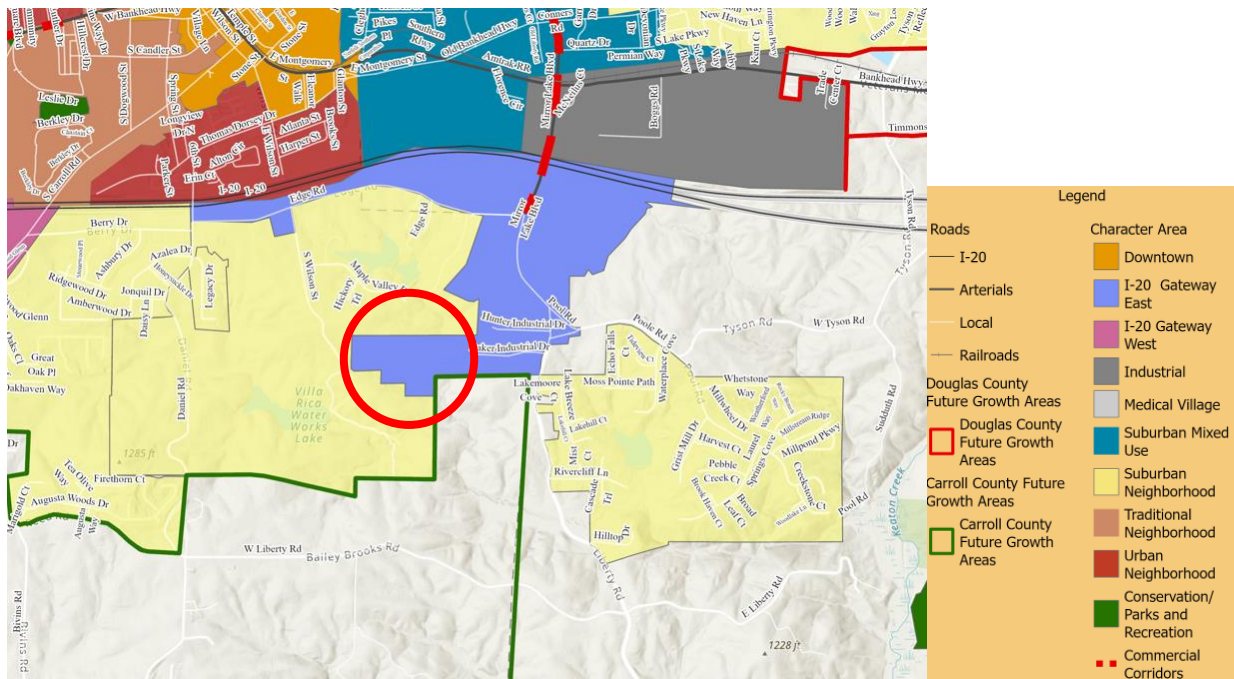


Map Legend

	CC_DC_CountyBoundaries		I2
	City Boundary		MF1
	Special Condition		MF2
	AG		OH1
	CI		RUD
	C2		R1
	CBD		R2
	CMU		SFA
	IL		



Future Land Use Map:





Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180
City Council Meeting: April 9, 2024

Re: Planning Report
Doug Dickerson
VA-04-24 & VA-06-24
Baker Industrial Court
Land Lot 144, District 2
Parcel #: V06 0070144
Acreage: 37.11
Ward: 5
City Council Member: Danny Carter
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resident parcels. Adjacent parcels on the north and west of the applicant's lot are zoned agricultural (AG). To the south of the parcel is zoned agricultural (AG). The south part of the proposed lot abuts the city's limits and borders into Carroll County Agricultural zoned parcels. The property will be a spec warehouse building with no current tenets. The proposed development is properly zoned for Industrial, Low-density (I1). A gas pipeline does run between the northern adjacent parcel requiring a 50-foot plantation easement. The applicant's site plan indicates an unnamed creek running north, traveling in a slightly diagonal direction southeast of the parcel, and ends in traveling the opposite direction south toward the southwest area of the lot. The property is landlocked and doesn't have a road leading to the lot. The applicant will need to obtain two (2) easement agreements with the adjacent property's east, to allow access to Baker Industrial Court. A portion of Baker Industrial Court is private. The proposed variance request lot is, at the end of the private portion of Baker Industrial Court. An electric fence prevents vehicles from having access to the private areas of Baker Industrial.

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The proposed parcel has been undeveloped and vacant throughout its existence. The parcel and the adjacent parcels to the east have all been industrial low-density but is one of the last parcels in the industrial area that has not been developed.

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Materials requirements equaling or exceeding 5.0 for every 100 linear feet within that buffer area.

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The property is not located within a flood zone, based on FEMA's maps. This area is considered in "Flood Zone X", which is a flood area without base flood elevation levels determined. Figure 1, below, indicates the flood zone

National Flood Hazard Layer FIRMette

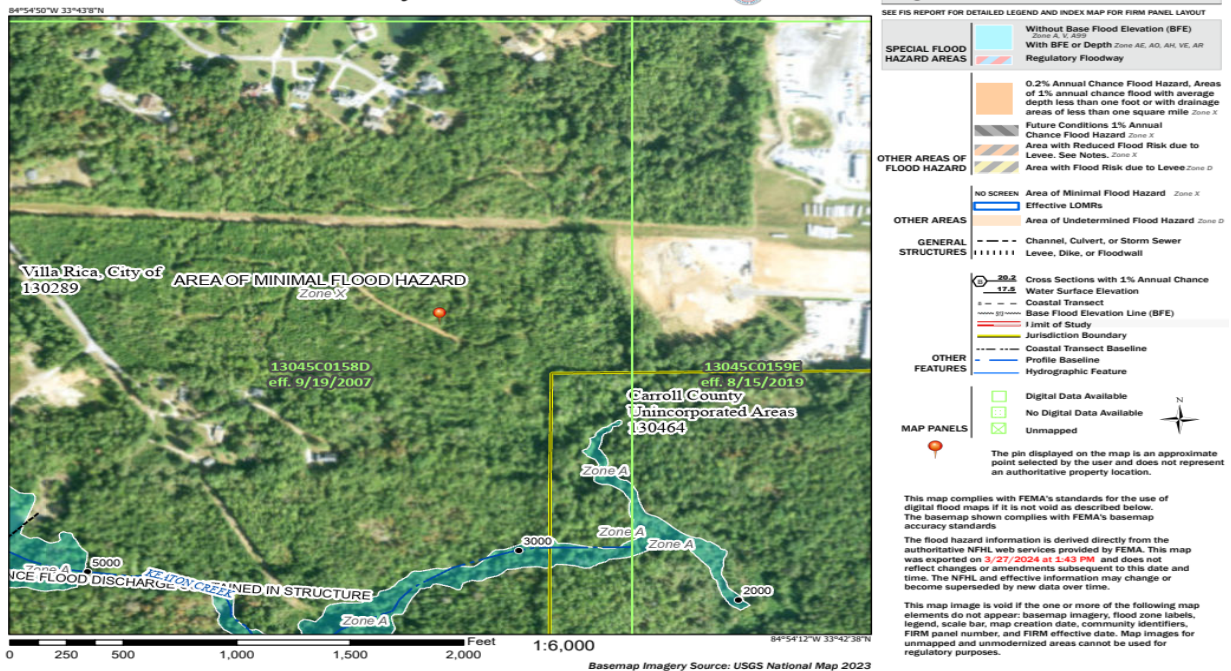


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2. Section 900 (905.01): stream buffer protection of the Villa Rica code of ordinances requires a 75' impervious setback and a 50' stream buffer. **Proposed:** Waive the 75-foot impervious



buffer and encroach within the city required a 50-foot approximately ten-foot stream buffer for the southwest area of the proposed warehouse.

Proofs for Variances

In a review of the variance requested for the development, the “benefits vs. detriments” of such an approval were reviewed. Staff could not identify any benefits from approval of the requested variances, other than the ability to have a potential industrial used parcel within the I-20 Gateway East character area, potentially creating more occupational Opportunities within the city limit. Potential detriments would include the reduction of stream buffer areas and landscaping along the north, and west of the perimeter of the site, and encroach a city-regulated 75-foot impervious and 50-foot stream buffers.

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No exceptional circumstances have been presented.
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There is no detriment to public health, safety, or welfare observed by staff but, could be some public health detriment depending on the use of the unknown tenet’s use.



3. **Practical Difficulty.** The variance request for reducing the buffer regulations appears to be driven by economic gain for a large, proposed warehouse, which is a self-imposed condition. Staff would like to see none of city regulated buffers encroached for environmental protection purposes, flood mitigation, and erosion control protection.
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- ii) **Adjacent Property.** The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; **The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances. The adjacent west parcel will not have the Villa Rica regulated vegetation buffer required for new developments within (I1) butting properties within the agriculturally zoned area.**

E. Comments

No Staff Comments.

Staff recommendation:

VA-04-24

Reduction of Table 7.8: applicable buffer yard types of the Villa Rica code of ordinances require a 75-foot buffer along property lines where (I1) zoning is abutting (AG) zone. The applicant is requesting a reduction of the 75-foot buffer to a 10-foot planted setback along the north and west property lines.

- **Recommendation: DENIAL**
- **Reason:** The regulated 75-foot buffer serves as a protective measure to mitigate potential negative impacts such as noise, pollution, or visual intrusion that might arise from the proximity of different land uses.
- The landscape buffer variance for reduction is self-imposed.



VA-06-24

Section 900 (905.01): Stream buffer protection of the Villa Rica code of ordinances requires a 75' impervious setback and a 50-foot stream buffer. Proposed: Waive the impervious buffer and encroach the 50-foot stream buffer by 10 feet.

Recommendation: DENIAL

Reason:

- The buffer variances are necessitated by a site condition/topographic feature of the land; however, the benefits do not outweigh the detriments of issuance.
- The request is a self-imposed hardship.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on March 23rd, 2024; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

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Sincerely,

Shaun Daniels

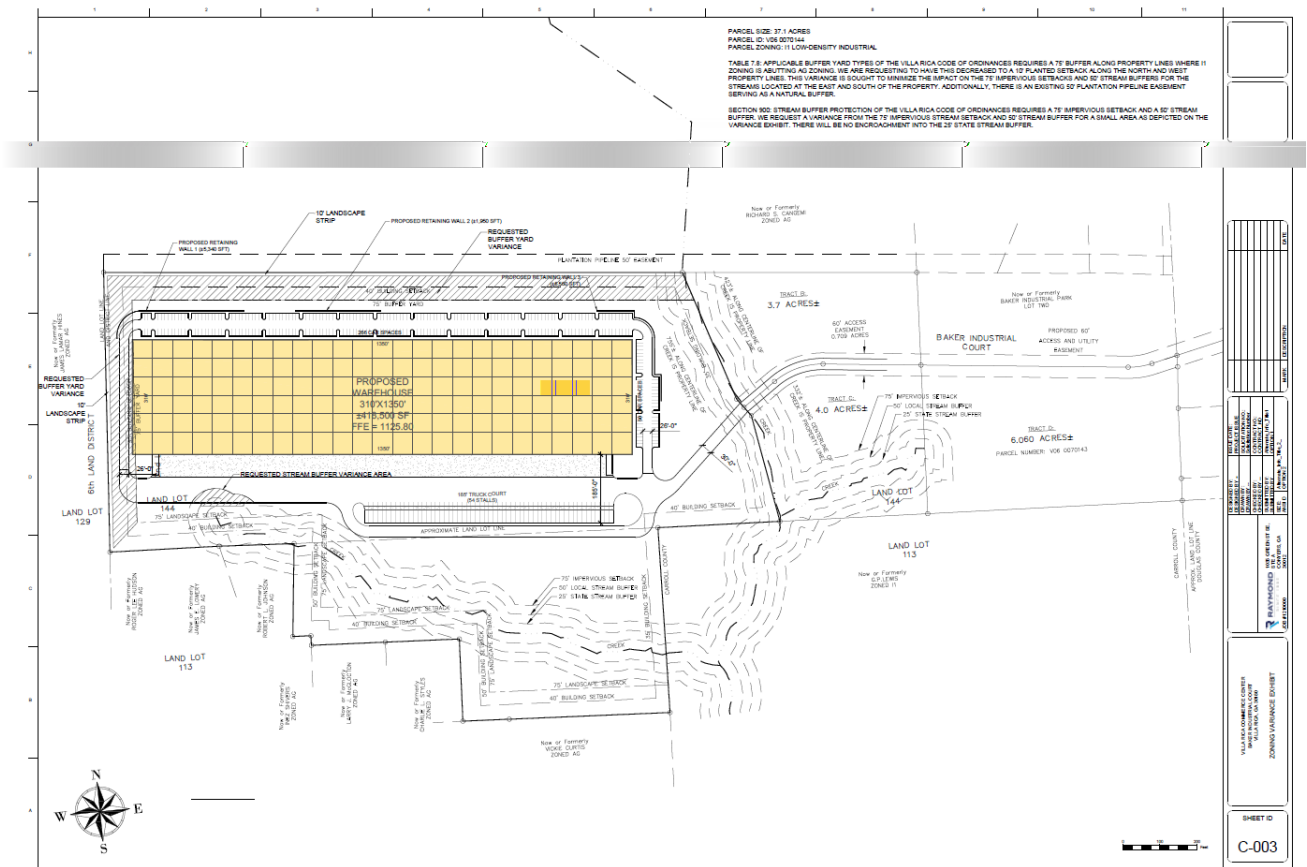
Planner

City of Villa Rica: Community Development

sdaniels@villarica.gov | 678-785-9995

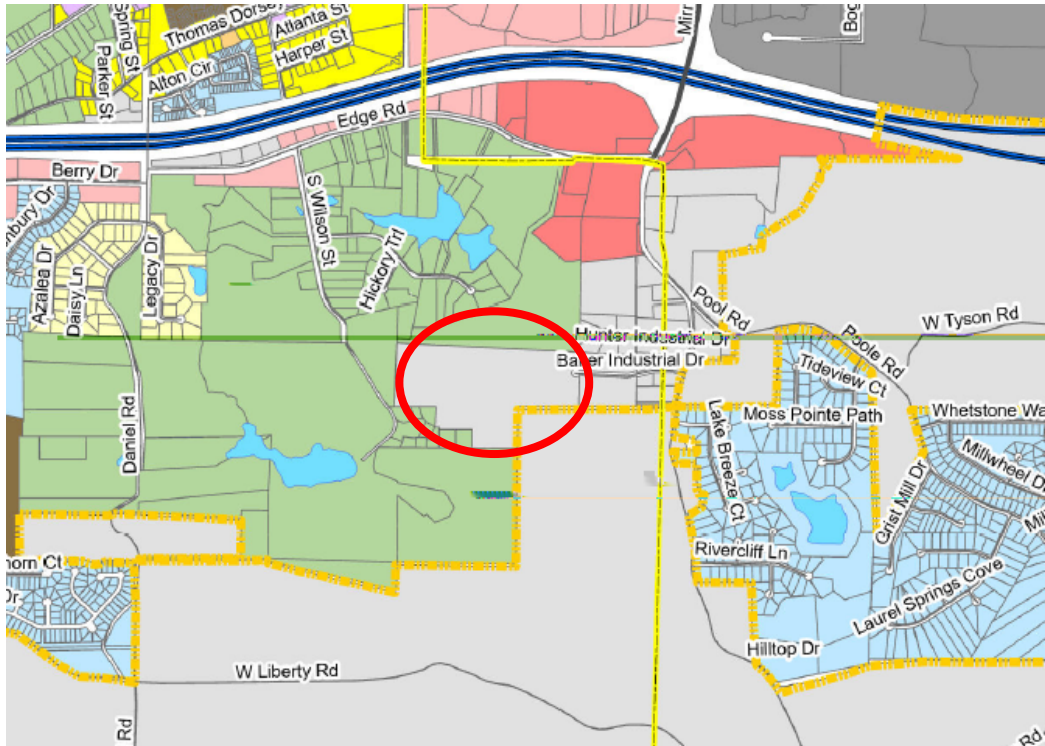


Attachments:





Zoning Map:

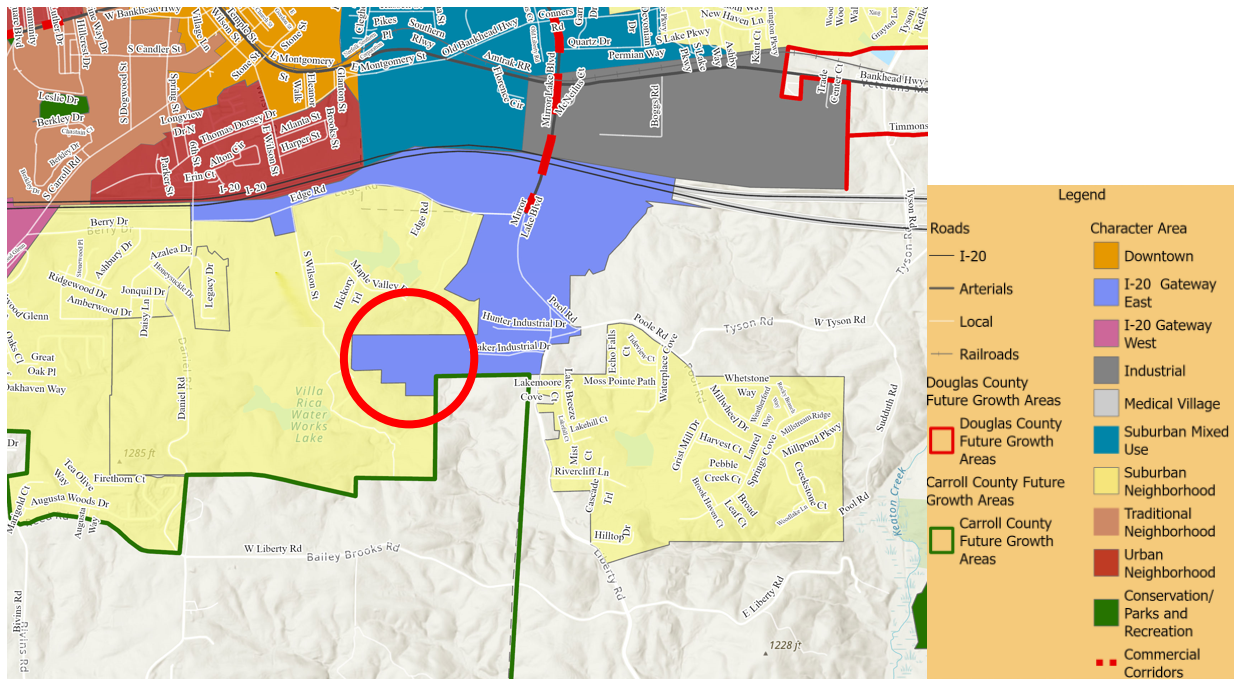


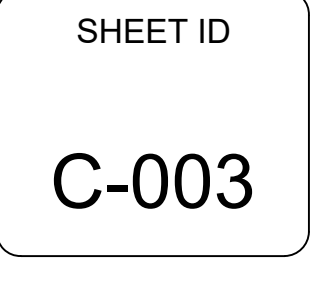
Map Legend





Future Land Use Map:





140 BAKER INDUSTRIAL, GA 30180
400,000 SF INDUSTRIAL DEVELOPMENT



Confidential Information

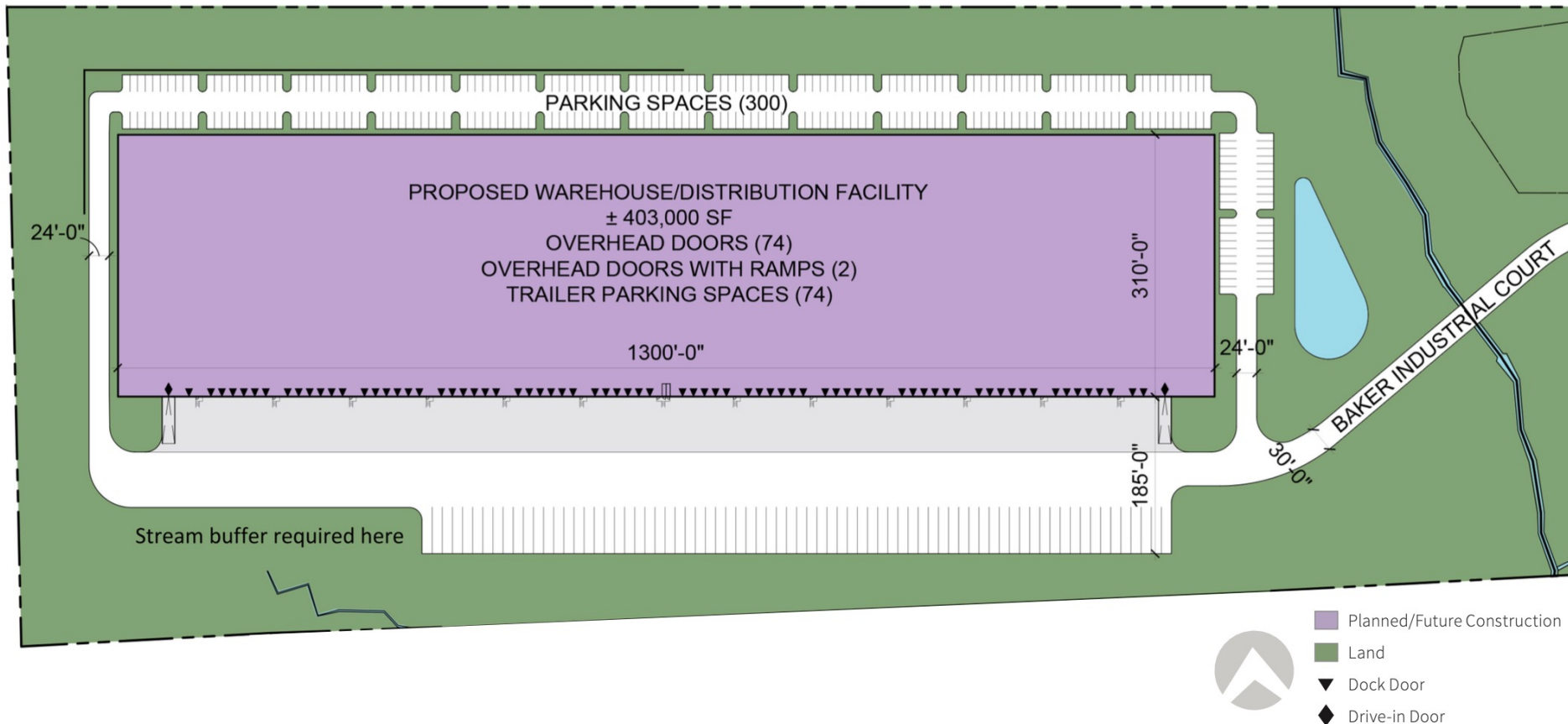
LOCATION OVERVIEW



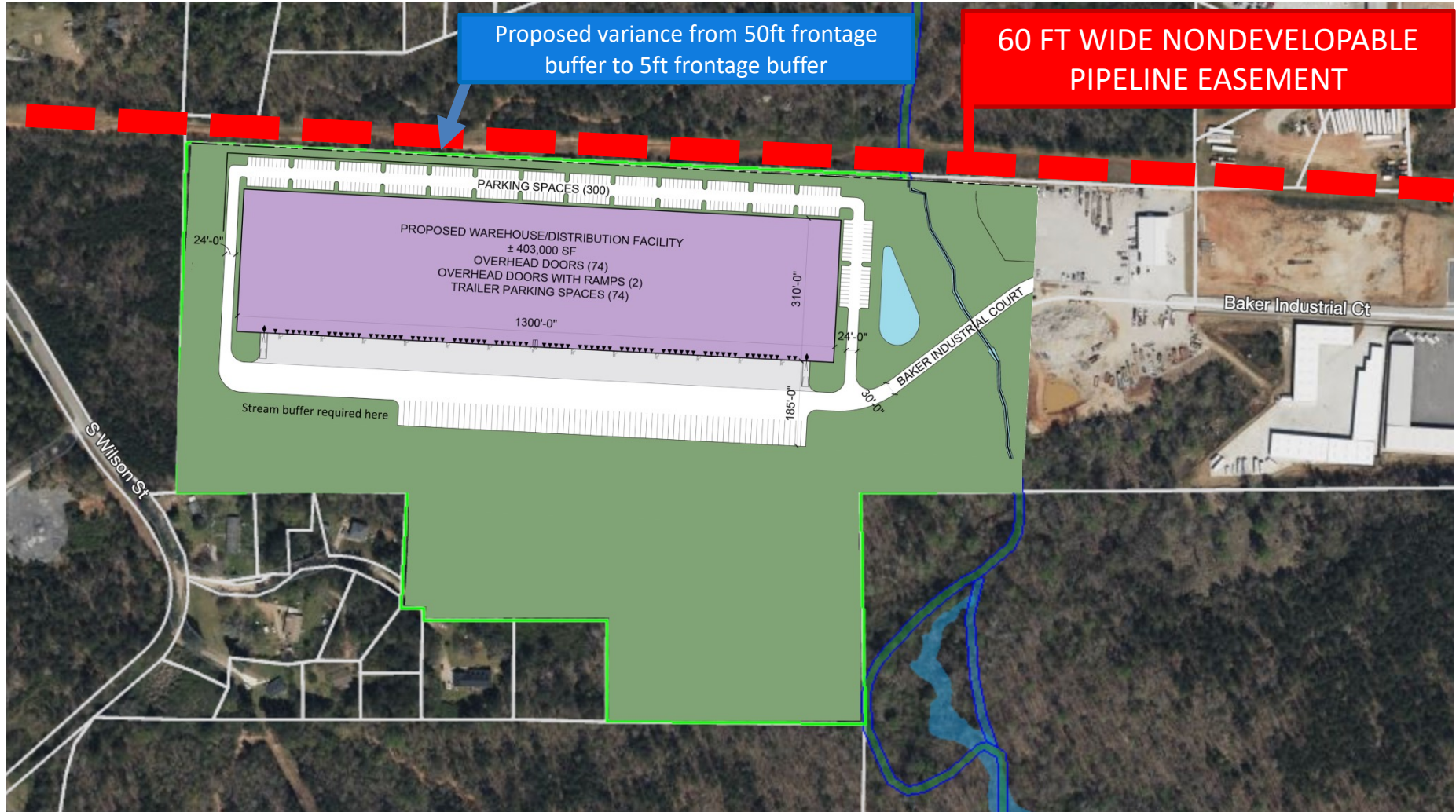
PROJECT OVERVIEW



CURRENT SITE PLAN



PROPOSED VARIANCE





GRIND CAPITAL LEADERSHIP



Justin Golshir – Managing Principal & CEO

Grind Capital Group, an illustrious small business commercial real estate development company, stands as a testament to the American dream. Founded and wholly owned by Justin Golshir, a visionary entrepreneur and first-generation immigrant from Augusta, the company's journey is intertwined with the ideals of perseverance and opportunity. Mr. Golshir, a product of Georgia's esteemed public school system, brought his ambitions to life through Grind Capital Group. This venture embodies the fusion of immigrant spirit and educational excellence, underscoring the potential for how individuals' dreams can materialize into tangible accomplishments.

Justin is a serial entrepreneur, investor and developer. He began his career as a National Security and Foreign Policy Fellow to US Senator Saxby Chambliss in Washington D.C. He later worked in the Mergers & Acquisitions Group at Lehman Brothers in New York where he advised private equity clients. After Lehman, Justin worked for Dubai International Capital in both their Dubai and London offices, where he managed middle market private equity investments. Justin later joined the London office of GI Partners, a leading middle market private equity firm based in San Francisco that has raised over \$28 billion in capital across private equity and real estate strategies, where he analyzed and structured complex corporate and real estate investments. Following his finance career, Justin founded and sold two ventures in both real estate and technology industries. Justin has a successful 12-year real estate investment track record delivering returns from 3x to over 100x equity invested.

Justin graduated with Honors from the University of Georgia with a B.B.A. in Finance and A.B. in International Affairs, where he was a Leonard Leadership Scholar and commencement speaker of his graduating class.

Justin is an active leader in his community and previously served as the Technology Chair of the Young Alumni Board of the Terry College of Business at the University of Georgia. He is a graduate of the Urban Land Institute's Center for Leadership Class of 2022.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet April 9, 2024

SUBJECT: VA-05-24 & VA-07-24 Variances for Chick-Fil-A to operate a temporary food truck at 779 W. Bankhead Hwy

CITY COUNCIL AGENDA DATE: April 9th, 2024

DATE: March 27, 2024

PREPARED BY: Shaun Daniels, City Planner

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Prichard Hospitality LLC dba Chick-fil-A is requesting a variance Section per. 11.18 (1)(iv) No mobile food vendor shall be allowed to operate more than four (4) consecutive days in any one location and Section 8-393 food truck vendors shall operate on any day other than Monday and only in downtown central business district (CBD).

BACKGROUND: Chick-fil-A's current and primary address is a 1.05 arced lot located at 85 Commerce Drive which, is zoned Commercial, Medium Density (C2). The establishment will be closing to undergo a three-month to three-and-a-half remodel effort and is using a portion of a temporary lot, which is approximately 670 feet away at 779 W Bankhead Highway. The City of Villa Rica has regulations preventing mobile food vendors from being allowed to operate. more than four (4) consecutive days in any one location. Villa Rica also has Business licensing regulations preventing food truck vendors from operating on any day other than Monday and only in the downtown central business district (CBD). Chick-fil-A is hoping to sell limited food items to customers on a temporary lot.

STAFF RECOMMENDATION:

Based on our analysis, we recommend that the City Council take the following actions on the variance request submitted by Prichard Hospitality LLC dba Chick-Fil-A, for the property located at 779 W Bankhead Highway.

VA-05-24

1. Per. section 11.18 (1)(iv) – ***Food Trucks and Mobile Food Vendors. No mobile food vendor shall be allowed to operate more than four (4) consecutive days in any one location unless they have the Mayor or City Council's written approval to operate at one location for an extended period of time-related to a special event lasting more than***

*four days. **Proposed: Operate Monday-Saturday, six days a week.***

Recommendation: **Denial**

- Section 11.18(c) (x): Under No mobile vendor shall operate in the following areas: Operate on unpaved surfaces, or City property unless otherwise permitted by the Villa Rica City Council.

Reason:

- The site is not ideal for the expected volume of customers entering the lot.
- The proposed drive-thru stacking area can over-follow disrupting both adjacent properties and traffic circulation on Highway 78.
- The expected vehicle stacking area is mostly grass, dirt, and gravel, which has the potential to worsen throughout the temporary use.
- Self-imposed in nature

VA-05-24

2. Per. section 11.18 (1)(iv) – ***Food Trucks and Mobile Food Vendors. No mobile food vendor shall be allowed to operate more than four (4) consecutive days in any one location unless they have the Mayor or City Council's written approval to operate at one location for an extended period of time-related to a special event lasting more than four days. Proposed: Operate Monday-Saturday, six days a week.***

Recommendation: **Denial**

- Section 11.18(c) (x): Under No mobile vendor shall operate in the following areas: Operate on unpaved surfaces, or City property unless otherwise permitted by the Villa Rica City Council.

Reason:

- The site is not ideal for the expected volume of customers entering the lot.
- The proposed drive-thru stacking area can over-follow disrupting both adjacent properties and traffic circulation on Highway 78.
- The expected vehicle stacking area is mostly grass, dirt, and gravel, which has the potential to worsen throughout the temporary use.
- Self-imposed in nature

VA-07-24

3. Section 8-393 – *Prohibited conduct and requirements. Except for ice cream trucks, no food truck vendor shall operate on any day other than Monday unless such sale is in conjunction with a city-approved special event or film production permit. **The applicant proposes to operate six days a week, Monday through Saturday: from hours 7:00am to 8:00 pm***

Recommendation: **Denial**

Reason:

- The site location can pose traffic difficulties on W. Bankhead Highway during peak hours causing possible safety concerns.
- The variance is self-imposed.

Conditions of Approval (if applicable):

Should the City Council vote to approve the special exception request staff has complied potential conditions:

- The applicant's variance has an expiration date of four (4) months from the start date and must be renewed by the City Council following the expiration date.
- 'Right only' entering and exit is only permitted during operating hours.
- Applicants must provide clear and proper signage for entering and exiting the lot. The applicant must have designated employees on site to help conduct safe entering and exiting on the temporary lot during operating hours.
- Drive-thru vehicle stacking must meet guidelines in *Section 8.09(6) Stacking Space Layout and Design*.
- Applicants must provide a lighting plan that is in conjunction with lighting plan that is in conjunction with *section 7.12 – Outdoor Lighting* must be submitted and reviewed for Staff approval.

MOTION:

VA-05-24 I move to deny the request by Prichard Hospitality LLC dba Chick-Fil-A requesting a variance per. Section 11.18 (1)(iv) No mobile food vendor shall be allowed to operate more than four (4) consecutive days in any one location.

VA-07-24 I move to deny the request by Prichard Hospitality LLC dba Chick-Fil-A requesting a variance Section 8-393 food truck vendors shall operate on any day other than Monday and only on the downtown central business district (CBD).



779 W. Bankhead Hwy- Prichard Hospitality LLC dba Chick-Fil-A

VA-05-24 VA-07-24

March 27, 2024

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180
City Council Meeting: April 9, 2024

Re: Planning Report
779 W. Bankhead Hwy.
VA-05-24
VA-07-24
Applicant's Name: Prichard Hospitality LLC dba Chick-Fil-A
Property Owner: Ruby/ Robert Leathers
Land Lot 164, District 6
Parcel # V02 0070004
Lot Size: 14.58 Acre +/-
Ward: 2
City Council Member: Matthew Momtaham
Planning Board Member: David Rodgers
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

This planning report is prepared in response to the variance application submitted by Prichard Hospitality LLC dba Chick-Fil-A, for the property located at 779 W Bankhead Hwy. This report aims to provide an analysis of the variance request and make recommendations for the City Council's consideration.

Background:

Chick-fil-A's current and primary address is a 1.05 arced lot located at 85 Commerce Drive which, is zoned Commercial, Medium Density (C2). The establishment will be closing to undergo a three-month to three-and-a-half remodel effort and will be using a portion of a temporary lot, which is approximately 670 feet away at 779 W Bankhead Highway.

779 W Bankhead Highway is a 14.58-acre temporary lot owned by Ruby/Robert Leathers. The character area of Chick-fil-A's current address located at 85 Commerce Drive is within the I-20 Gateway West and the proposed temporary site's character area is Suburban mixed-use. The site is adjacent to Dairy Queen and Thompson Gas to the west, a private driveway (Leathers St.), formerly Taylor's Car Connection Inc Auto Sales and Pro Tech Auto Sales to the east, Jefferson's, Sunoco filling station, and a vacant parcel to the south, Intex DIY, Inc. is to the north.

The temporary property has dual zoning. The back two-thirds of the parcel is zoned industrial, low-density (I1), and the front one-third area of the parcel, where Chick-fil-A will be using the space for temporary use is, zoned commercial, low-density (C1).

The proposed temporary site is located within the Carroll County portion of the city and does not border



any unincorporated areas. The site does not feature any streams or natural water features on the lot's proposed use area. Adjacent east to the lot, where customers are expected to enter into the site's proposed drive-thru area, is a deteriorated five-foot metal fence land surrounding a three-half-foot deep dried-up creek bed.

Variance Request:

The applicant is seeking variances from the following zoning regulation(s):

1. Section 11.18 (1)(iv) – Food Trucks and Mobile Food Vendors. *No mobile food vendor shall be allowed to operate more than four (4) consecutive days in any one location unless they have the Mayor or City Council's written approval to operate at one location for an extended period of time-related to a special event lasting more than four days. During days of non-operation, the mobile food vendor and all associated vehicles, etc. must be removed from the premises.*
2. Section 8-393 – Prohibited conduct and requirements. *Except for ice cream trucks, no food truck vendor shall operate on any day other than Monday unless such sale is in conjunction with a city-approved special event or film production permit.*

	Required	Proposed
Section 11.18 (1)(iv)	No mobile food vendor shall be allowed to operate more than four (4) consecutive days in any one location	Operate on temporary property (Proposed hours: 7:00 am- 8:00 pm)
Section 8-393	food truck vendors shall operate on any day other than Monday and only in the downtown central business district (CBD)	Operate Monday-Saturday within a Commercial, Low-Density zone (C-1) mainly but, the lot also has a (i1) zoned portion as well.

Description of Variance Request:

Please see above.

Site Analysis:

During the remodeling process, Chick-fil-A will be serving minimal items from the menu. The Bremen Chick-fil-A restaurant will be supplying the proposed temporary site with food items. The Bremen Chick-fil-A is 13 miles (approximately 15 minutes) from the temporary site.

New food will be arriving from the Bremen store at a predicted one-hour turnaround. Multiple vehicles



will be traveling to the site to drop off limited menu items to a table/tent. Employees will be taking orders, creating a dual drive-thru system. Applicants stated that no customer parking area will be the temporary site. Customers are expected to enter the drive-thru line from West Bankhead Highway. A proposed stacking system will lead to the ordering table/tent. After customers receive meals, each drive-thru lane will have a 'turn right only' exit path leading back onto West Bankhead Hwy. Employees, signs, and caution cones will be directing customers from entering the drive-thru lane and exiting on West Bankhead Highway. A mobile food trailer will be on-site approximately 20 feet from behind the table/tent but will not be holding any food but will have supplies only.

Site History

The temporary proposed lot has had a multitude of commercial and residential structures operating throughout history. Many operations have had varying addresses. Currently, the property has an array of vacant commercial and mobile home residential structures. One of the commercial vacant structures directly off W. Bankhead Highway is 759 W. Bankhead Hwy Rubys Restaurant and Bakery, which essentially has two mobile trailers connected to form a former commercial-use restaurant. Rubys Restaurant and Bakery has been vacant since 2012 and was supposed to be demoed in February of this year, but the owner was issued a stop-work order for not having proper permitting for demoing a structure.

Another commercial building adjacent to the former Rubys Restaurant and Bakery was called Quilty Auto Service, which closed operations in 2022. Both Rubys Restaurant and Bakery and Quilty Auto Service had a 759 W. Bankhead Hwy address. Goldtown Grill LLC located at 759 W. Bankhead Hwy was open from 2012-2014. Angles In the Kitchen LLC had a short operation in 2021 at the 759 W. Bankhead Hwy address. J & G Autobrokers, LLC was in operation at the 759 W. Bankhead Hwy address. Another commercial use on the parcel under the 759 W. Hwy 78 address was Universal Café and Grill, which operated in 2020 and closed in 2021.

Eight to ten vacant mobile-home trailers are situated toward the middle/ back of the (I1) zoned portion of the parcel. The property owner said that the mobile-home village contained occupants for approximately 45-55 years until the owner had the occupants evacuated in early March 2024 due to a developer buying the lot. The new developers wanted to propose a U-Haul storage center. The deal with the proposed U-Haul developer did not see fruition due to geographical issues with the parcel. Currently, the landowner is hoping to sell the parcel of land and then demo all the deteriorated vacant structures on the lot and obtain proper permits from the city. Adjacent west of the proposed temporary lot is construction on a road for the new Starlight residential home development. The adjacent property to the east is a private road leading up to four occupied residential housing lots.

The staff has reviewed the proposed list of variances and their reasonings:

DECISION CRITERIA.

- a) The City Council shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that the use at the proposed location:



Sec. 11.18. - Food trucks and mobile food vendors. GUIDELINES

- a) Mobile food vendors (a mobile food dispensing vehicle that sells prepared food products) and mobile units that sell agricultural produce may be permitted, subject to the approval of a mobile food vendor permit by the Mayor and City Council and the presentation of written permission from the property owner on whose property the mobile food vendor is to be located. All mobile food vending businesses shall be subject to the following criteria:
 - i) A mobile food vending business shall be treated and permitted as a Peddler and subject to the regulations thereof. **Applicant agrees to be treated and permitted as a Peddler and follows subject to the regulations.**
 - ii) All mobile food units shall be self-contained. **Yes, the temporary location will be serviced by a table/ tent. Condiments, plastic utensils, and heating/ cooling containers will be on site for the limited food items and beverages.**
 - iii) All required Georgia Department of Public Health permits must be obtained and copies provided. **Applicant expressed sending Georgia Department of Public Health permits and copies.**
 - iv) No mobile food vendor shall be allowed to operate in excess of four (4) consecutive days in any one location unless they have the Mayor or City Council's written approval to operate at one location for an extended period of time-related to a special event lasting more than four days. During days of non-operation, the mobile food vendor and all associated vehicles, etc. must be removed from the premises. **The Variance Request #1.**
 - v) Only one mobile food unit shall be permitted on a site smaller than a quarter (¼) acre. A maximum of five mobile food units shall be permitted within a "mobile food unit park" - a.k.a. "food truck court" site larger than quarter (¼) acre but smaller than a ½ acre, unless approved otherwise in writing by the Mayor and City Council for a special event, community event or festival. **The applicant and owner will only have the applicant on the property for operations.**
 - vi) Mobile food vendors shall only be located and operated in areas or districts zoned non-residential unless they are temporarily operated for specific events held at an institution (i.e. church, school, etc.) that is located on a parcel zoned for residential. **The temporary site is both (C1) and (I1) but the area where Chick-fil-A will operate is within the (C1) zone.**
 - vii) No more than one mobile food vendor shall operate on the same site per day unless they have the Mayor and City Council's written approval related to a special event or the site is permitted as a "mobile food unit park" - a.k.a. "food truck court." **The applicant is the only mobile food vendor/ use proposed on the site.**
 - viii) Signage will be limited to signage located on the mobile food unit. No portable signage is allowed, with the exception of a sandwich board-style sign. **Entrance and exit signs will be on site, and a sandwich board will be on site to help customers choose orders.**
 - ix) Property owners renting space to one or more mobile food units (constituting a "mobile food unit park" - a.k.a. "food truck court") shall be considered lessors and shall be required to pay the same annual business



license rate per rental space as required of other landlords. **The applicant is the only mobile vendor on the parcel. All other structures on the lot are currently vacant.**

x) Vending structures shall not be left unattended or stored at any time on the open vending site when vending is not taking place or during restricted hours of operation. **The applicant stated that the mobile vending area will not be left unattended during business hours.**

b) A minimum of four parking spaces per site shall be required for the use of the mobile vendor patrons. Mobile food vendors may not occupy parking spaces required to fulfill the minimum requirements of the principal use unless they have written approval from the Mayor or City Council. **The applicant expressed being drive-thru only. Employees will have a designated parking area away from the site customer drive-thru traffic area.**

c) No mobile vendor shall operate in the following areas:

i) Within ten feet from the right-of-way of any public street or roadway. **Applicant expressed not operating with the right-of-way of any public street or roadway.**

ii) Within a required landscape buffer or improvement setback. **Applicant expressed not operating within landscape buffer or improvement setback.**

iii) Within ten feet of any street intersection or crosswalk. **The applicant expressed not operating Within ten feet of any street intersection or crosswalk.**

iv) Within ten feet of any driveway or other curb cut access, loading zone, or designated transit stop. **The applicant expressed not operating Within ten feet of any driveway or other curb cut access, loading zone, or designated transit stop.**

v) In any area within fifteen (15) feet of a building entrance. **Applicant expressed not operating in any area within fifteen (15) feet of a building entrance.**

vi) On the median strip of a divided roadway. **The applicant expressed not operating on the median strip of a divided roadway.**

vii) In front of display windows of a fixed location business. **Applicant expressed not operating in front of display windows of a fixed location business.**

viii) Within ten feet of a fire hydrant or fire escape. **No fire hydrant or fire escape within the proposed operating area.**

ix) Within ten feet of any parking space or access ramp designated for persons with disabilities. **The applicant will not be operating within ten feet of any parking space or access ramp designated for persons with disabilities.**

x) On unpaved surfaces, or City property unless otherwise permitted by the Villa Rica City Council. **Per the site plan and the applicant, the sales area is located in a concrete area, but the car stacking**



will be on a gravel, grassy, dirt area. Section 11.18(x) states operation on unpaved surfaces will need to be City Council approval.

d) No vending cart or stand, or any other item related to the operation of a mobile vendor use, shall be located on any city sidewalk or other public way during non-vending hours. Nor shall any vehicle be parked, stored, or left overnight on any city sidewalk or other public way. **Based on the site plan the mobile food area will not be within the public right of way. The applicant has stated that vending materials, signage, or safety cones will not be left overnight.**

e) Vendors shall keep the sidewalks, roadways, and other spaces adjacent to their vending sites or locations clean and free of paper, peelings, and refuse of any kind generated from their business. All trash or debris accumulating within twenty-five (25) feet of any vending stand shall be collected by the vendor and deposited in a trash container provided by the vendor. The trash container shall be emptied regularly and marked as being for litter. **The applicant expressed having the plan to continuously monitor and keep the site clean and debris-free during the temporary location's use.**

f) Mobile vendors may not do any of the following:

i) Obstruct pedestrian or motor vehicle traffic flow. **The applicant indicated that signs, caution cones, and employees will help traffic flow enter and exit the temporary site.**

ii) Obstruct traffic signals or regulatory signs. **No traffic signals don't appear to be obstructed based from the site plan.**

iii) Obstruct adequate access to emergency and sanitation vehicles. **The site plan doesn't indicate any emergency vehicle obstructions.**

iv) Interfere with access to abutting properties. **Applicant plans not to interfere with the butting properties, but vehicle stacking can be an issue during peak hours.**

v) Sound is any device that produces a loud noise or operates any loudspeaker, public address system, radio, sound amplifier, or similar device to attract public attention. **No music will be played on site.**

Sec. 8-393. - Prohibited conduct and requirements.

(a) Except for ice cream trucks, no food truck vendor shall operate on any day other than Monday unless such sale is in conjunction with a city-approved special event or film production permit. **The Variance Request**



(b) Except for ice cream trucks, no food truck vendor shall conduct business or operate in the public right-of-way. **The applicant stated no business will be operated in the public right-of-way.**

(c) A food truck vendor shall not operate on any private property without the prior consent of the owner. **The applicant has a signed lease agreement with the property owner.**

(d) A food truck vendor shall maintain a \$1,000,000.00 liability insurance policy. Proof of current liability insurance, issued by an insurance company licensed to do business in Georgia, protecting the food truck vendor, the public, and the city from all claims for damage to property and bodily injury, including death, which may arise from operation under or in connection with the permit. Such insurance shall name the city as an additional insured and shall provide that the policy shall not terminate or be canceled prior to the expiration date without 30 days advanced written notice to the city. **A copy of the \$1,000,000.00 liability insurance policy is provided by the applicant and meets all the requirements within this section.**

(e) Except for ice cream trucks, a food truck vendor shall not make sounds or announcements to call attention to the food truck either while traveling on the public right-of-way or when stationary. At all times said food truck vendor shall comply with the City of Villa Rica noise ordinance. **Applicant expressed not making sounds or announcements to call attention to the food truck either while traveling on the public rights-of-way or when stationary.**

(f) The license under which the food truck vendor is operating must be firmly attached and visible on the mobile food truck vendor at all times. **The Applicant agreed to display the license on the window that the food truck vendor is operating.**

(g) Any driver of a food truck vendor motorized vehicle must possess a valid Georgia driver's license. **Applicant assured that all food truck vendor motorized vehicle drivers will possess a valid Georgia driver's license.**

(h) Except for ice cream trucks, food truck vendors are allowed only in the downtown-central business district. **Part of the variance request. Will need approval by the city council.**

(i) Food truck vendors shall not be located within 15 feet of any street intersection or pedestrian crosswalk or ten feet of any driveway. **Not to be located within 15 feet of any street intersection or pedestrian crosswalk.**

(j) No sale or offer for sale shall be made by any food truck vendor between 9:00 p.m. and 6:30 a.m. unless such sale is in conjunction with a city-approved special event or film production permit. **Operating hours are 7:00 am to 8:00 pm.**

(k) Vending structures shall not be left unattended or stored at any time on the open vending site when vending is not taking place or during restricted hours of operation.



(l) No sale or offer for sale of ice cream, frozen milk, frozen dairy, or ice confection products shall be made from a food truck vendor unless each side of the vehicle is marked, in letter and numbers at least three inches in height, with the name and address of the food truck vendor licensee. **No sale or offer for sale of ice cream, frozen milk, or frozen dairy will be served on the temporary location.**

(m) The food truck vendor shall comply with all state, federal and local health and safety regulations and requirements and shall obtain and maintain all licenses required by any other health organization or governmental organization having jurisdiction over this subject matter. **Applicant agrees to comply with all state, federal, and local health and safety regulations and requirements and shall obtain and maintain any licenses required by any other health organization or governmental organization having jurisdiction over this subject matter.**

1. Exceptional Circumstances:

No exceptional circumstances have been presented.

2. No Detriment to Public Health, Safety, or Welfare:

Some detriments to public safety can occur. Proper signage and staff assistance actions must be taken to help drive-thru customers enter and exit the premises.

3. Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The adjacent parcel to the east of the proposed site does have a percentage of disruption if the entrance drive-thru car stacking is outstanding breaching the planned car stacking plan of (8) cars per drive-thru area for restaurants.

4. Practical Difficulty. **The location itself could stem from practical difficulty, safety concerns can arise in terms of entering and exiting the temporary site. Will need signage and/or personnel to help delegate traffic flow. The chosen temporary location can be considered self-imposed.**

Recommendation:

Based on our analysis, we recommend that the City Council take the following actions on the variance request submitted by Prichard Hospitality LLC dba Chick-Fil-A, for the property located at 779 W Bankhead Highway.

VA-05-24

1. Per. section 11.18 (1)(iv) – ***Food Trucks and Mobile Food Vendors. No mobile food vendor shall be allowed to operate more than four (4) consecutive days in any one location unless they have the Mayor or City Council's written approval to operate at one location for an extended period of time-related to a special event lasting more than***



*four days. **Proposed: Operate Monday-Saturday, six days a week.***

Recommendation: **Denial**

- Section 11.18(c) (x): Under No mobile vendor shall operate in the following areas: Operate on unpaved surfaces, or City property unless otherwise permitted by the Villa Rica City Council.

Reason:

- The site is not ideal for the expected volume of customers entering the lot.
- The proposed drive-thru stacking area can over-flow disrupting both adjacent properties and traffic circulation on Highway 78.
- The expected vehicle stacking area is mostly grass, dirt, and gravel, which has the potential to worsen throughout the temporary use.
- Self-imposed in nature

VA-07-24

2. Section 8-393 – *Prohibited conduct and requirements. Except for ice cream trucks, no food truck vendor shall operate on any day other than Monday unless such sale is in conjunction with a city-approved special event or film production permit. **The applicant proposes to operate six days a week, Monday through Saturday: from hours 7:00am to 8:00 pm***

Recommendation: **Denial**

Reason:

- The site location can pose traffic difficulties on W. Bankhead Highway during peak hours causing possible safety concerns.
- The variance is self-imposed.

Conditions of Approval (if applicable):

Should the City Council vote to approve the special exception request staff has complied potential conditions:

- The applicant's variance has an expiration date of four (4) months from the start date and must be renewed by the City Council following the expiration date.
- 'Right only' entering and exit is only permitted during operating hours.
- Applicants must provide clear and proper signage for entering and exiting the lot. The applicant must have designated employees on site to help conduct safe entering and exiting on the temporary lot during operating hours.
- Drive-thru vehicle stacking must meet guidelines in *Section 8.09(6) Stacking Space Layout and Design*.
- Applicants must provide a lighting plan that is in conjunction with the lighting plan that is in conjunction with *section 7.12 – Outdoor Lighting* must be submitted and reviewed for Staff approval.

Public Comments:

No Public Comments have been received by the Planning and Zoning staff as per the date of this



March 27, 2024

report.

Conclusion:

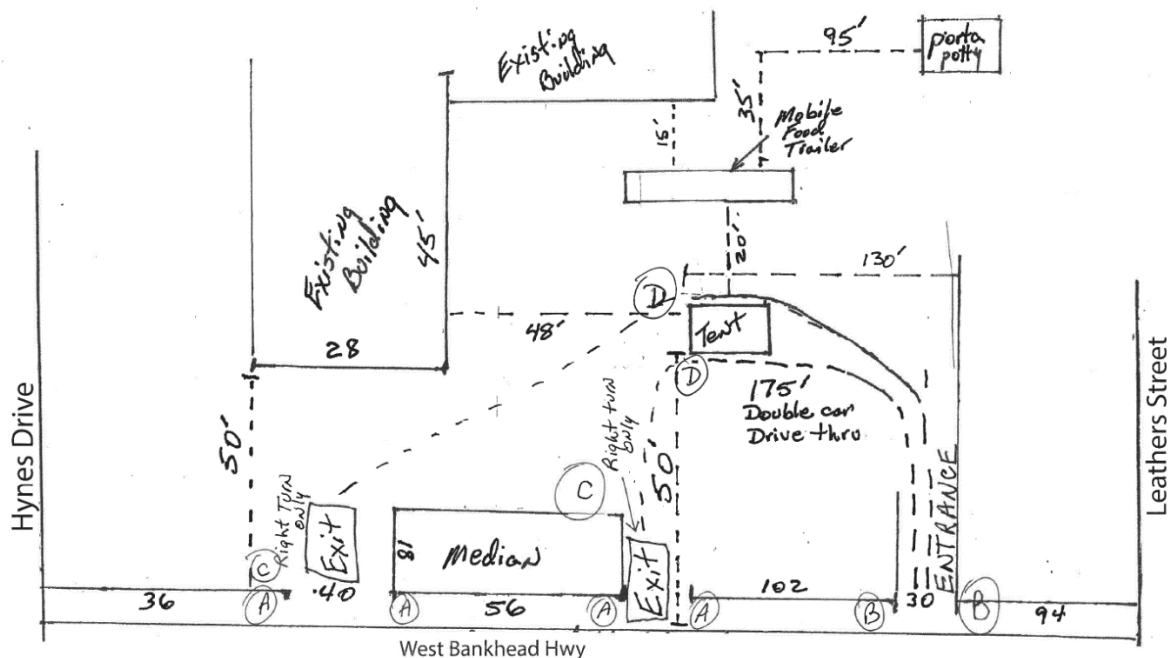
In conclusion, this planning report has provided an analysis of the variance request and recommended a course of action for the City Council's consideration. The decision should be made in accordance with the city's zoning regulations, comprehensive plan, and the best interests of the community.

Please let me know if you require any additional information or have any questions regarding this report.

Sincerely,
Shaun Daniels
Planner
City of Villa Rica: Community Development
sdaniels@villarica.gov | 678-785-9995

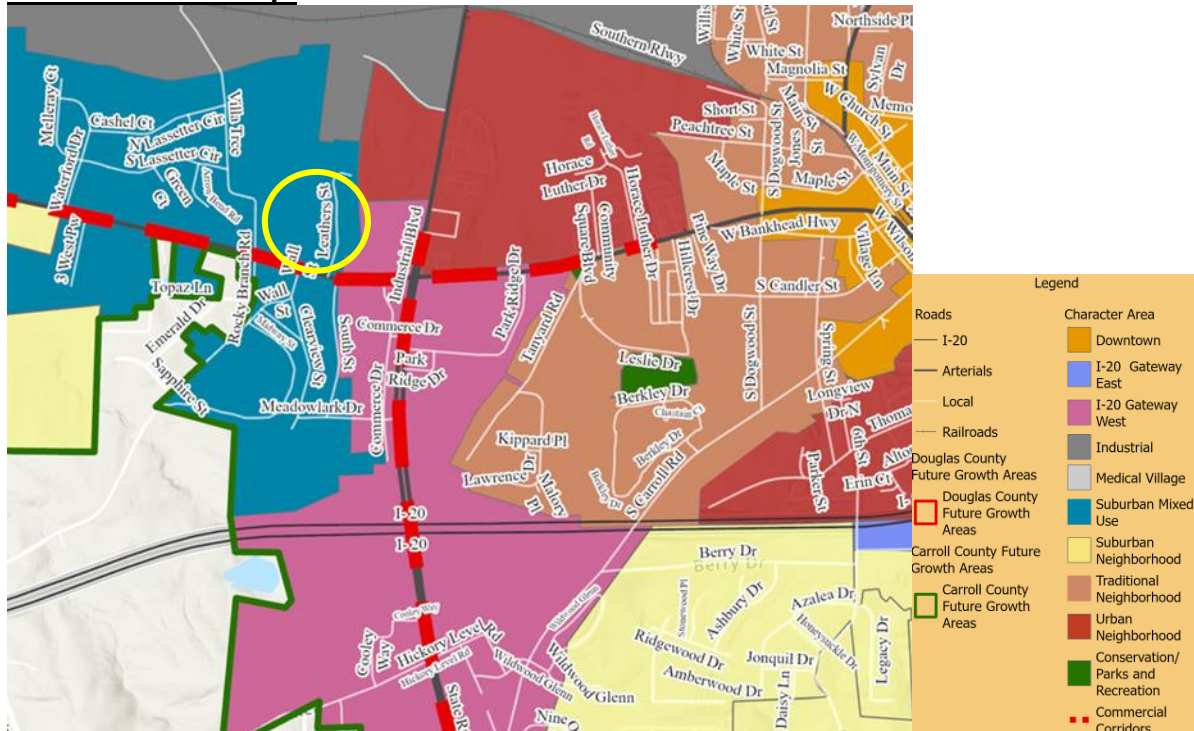
Attachments:

779 West Bankhead Hwy





Future Land Use Map:





**APPLICATION FOR
VARIANCE/APPEAL**

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

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

Date of Application: 3.7.24

APPLICANT

Applicant Name: Prichard Hospitality LLC dba Chick-fil-A
Address: 89 US Hwy. 27 N. City: Bremen State: GA Zip: 30110
Phone: (770) 537-8744 Fax: () - Email: 04494@chick-fil-a.com
Agent Name: William Reginald Benson
Address: 85 Southlake Dr. City: Cumilton State: GA Zip: 30117
Phone: (770) 301-9799 Fax: () - Email: reggiebcfa@gmail.com
Owner Name (If different from applicant): Joshua Prichard
Address: 1691 Hays Mill Rd. City: Cumilton State: GA Zip: 30117
Phone: (770) 862-7304 Fax: () - Email: Jpricha1@gmail.com

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 779 West Bankhead
Highway (Parcel #: V02 007 0004)

I, Joshua Prichard, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

Signature of Applicant

Date

3.7.24

Planning & Zoning

Office of Community Development

City of Villa Rica

571 West Bankhead

Villa Rica, Ga. 30180

Statement of why the Variance Request made is necessary

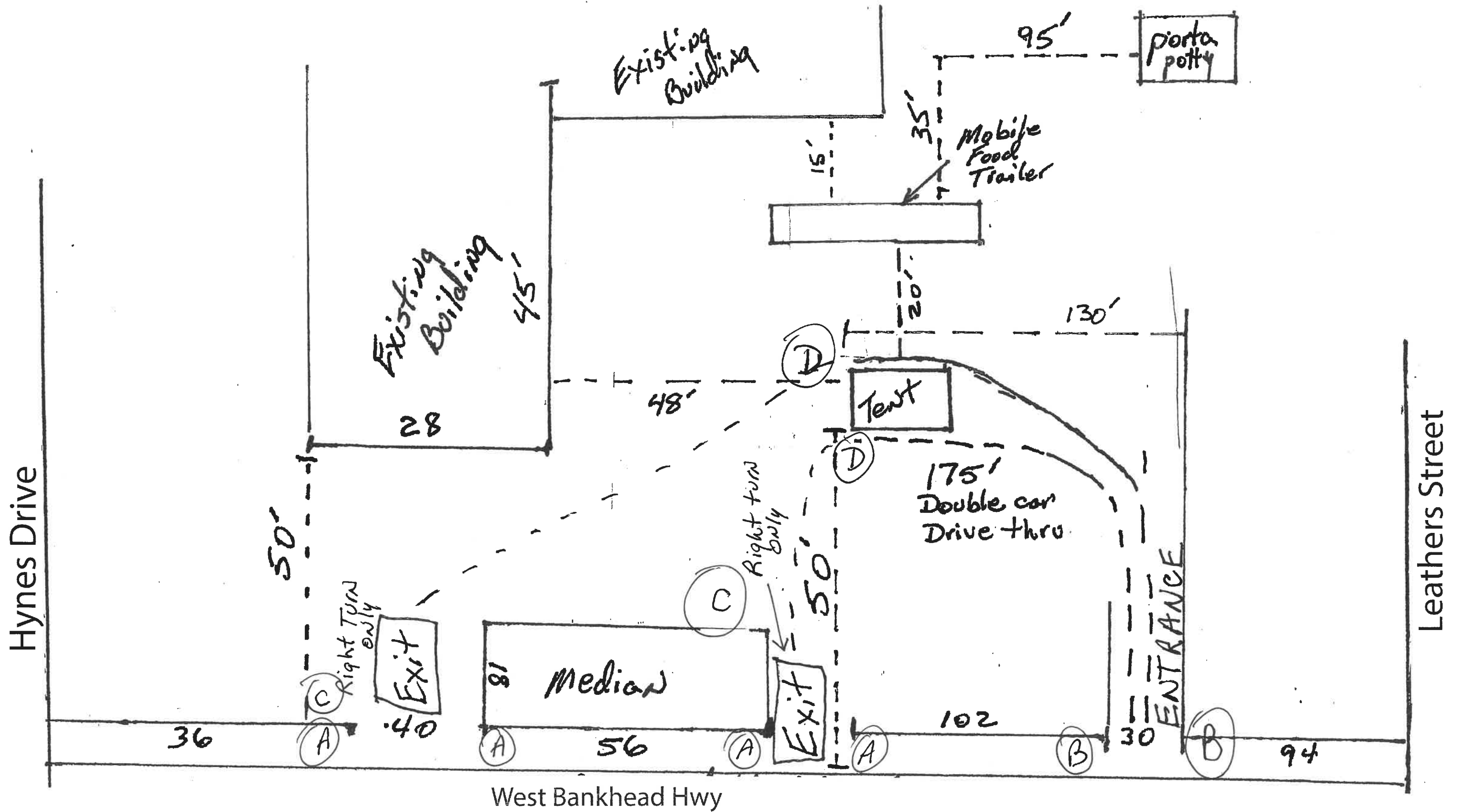
To whom it may concern, the variance request made by Prichard Hospitality LLC, dba Chick-fil-A (VA-05-24) is in response to the limit of 4 consecutive days of operation. Our request is a variance to be open (6) consecutive days. The affected property address is 779 West Bankhead Highway Villa Rica, Ga. 30180.

Prichard Hospitality LLC dba Chick-fil-A Bremen

Joshua Prichard

A handwritten signature in dark ink, consisting of a series of loops and a long horizontal stroke extending to the right.

779 West Bankhead Hwy





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet April 9, 2024

SUBJECT: CU-04-24 & CU-05-24 Special Exception Use Request to have (4) overnight semi-truck parking lanes at 701 Edge Road. & Special Exception Use Request to operate a Vape Shop in (C2) zone

CITY COUNCIL AGENDA DATE: April 9th, 2024

DATE: March 27, 2024

PREPARED BY: Shaun Daniels, City Planner

PUBLIC HEARING REQUIRED: Yes

PURPOSE: F&B Edge Road LLC (the Applicant) is seeking a special exception to operate a retail smoke/vape shop in a (C2). The Applicant is seeking a special exception to have (4) semi-truck overnight parking lanes on the property of 701 Edge Road.

BACKGROUND:

CU-04-24: According to the Applicant, the proposed four (4) overnight semi-truck lanes were already in existence located in the parcel's southwest area of the parking lot. The parcel owner made a sign to allow overnight semi-truck parking at these existing lanes for a fee. On January 22nd of this year, Villa Rica Code Enforcement sent a violation letter to the applicant about the unpermitted truck parking sign and unauthorized parking lanes. Truck stops are permitted within the Commercial, Medium Density (C2) zone, but require a special exception use permit from the City Council.

CU-05-24 The applicant is proposing to open a smoke/vape shop on the property within the Chevron Convenience store area, specifically the 1,800-square-foot Suite (B). The applicant proposes to sell CBD products, tobacco products, and other similar cigarette alternatives and holistic health products. The connected filling station does currently sell tobacco products, but the smoke/vape shop will be selling more extensive products within suite B. Smoke/vape shops are permitted within the Commercial, Medium Density (C2) zone, but require a special exception use permit but City Council.

STAFF RECOMMENDATION:

Recommendation:

1. **CU-04-24:** Request a special exception use permit from the council to allow the property to have (4) semi-truck overnight parking lanes on the property of 701 Edge Road.

Staff recommendation: **DENIAL**

Reason:

- Per. **Section 7.02(1) off-street parking and loading-** *(1) All parking spaces shall be provided with adequate maneuvering space into which vehicles can back to exit the parking space.* The proposed semi-trailer truck parking spaces are approximately 70 feet away from the filling station pump canopy, making the semi-truck maneuvering space for parking very tight.
- Semi-tractor trailer overnight truck parking will disrupt the entrance and exit, hindering traffic circulation on the lot.
- Contribute to more truck traffic within the I-20 Gateway East character area.
- Request is for economic gain.
- Request is a Self-imposed in nature.

Conditions for approval: Should the City Council vote to approve the special exception request staff has complied potential conditions:

- The truck area shall be kept up with minimal debris and/or trash within the area.
 - Applicant must comply to follow 7.02 (17) – Off-Street parking and loading//
PARKING OF COMMERCIAL VEHICLES.
 - o *truck parking as a primary use on any commercial or industrial lot shall not have any trucks that are parked or stationary on the lot for more than forty-eight (48) hours at a time.*
 - o *Trailers may not be parked on any lot without being directly connected to a semi-tractor.*
2. **CU-05-24 Section 8.22 Smoke shops, tobacco stores-** Special Exception use permit to operate smoke/vape shop in a (C2) zone.

Staff recommendation: **APPROVAL**

Reasons: The proposed business meets all supplementary standard requirements in the zoning ordinance, is projected to have less traffic than a restaurant uses and meets all parking requirements.

MOTION:

CU-04-24:

- I move to deny the request for a special exception use permit from the council to allow the property to have (4) semi-truck overnight parking lanes on the property of 701 Edge Road.

CU-05-24

- I move to approve section 8.22 Smoke shops, tobacco stores special exception use permit to operate smoke/vape shop in a (C2) zone.



**APPLICATION FOR
SPECIAL EXCEPTION**

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

Date of Application: 02/19/2024

APPLICANT

Applicant Name: F&B Edge Road LLC

Address: 701 Edge Road **City:** Villa Rica **State:** GA **Zip:** 30180

Phone: (770) 757 - 0828 **Fax:** () - **Email:** akberbhamani@bellsouth.net

Agent Name: Akber Bhamani

Address: 701 Edge Road **City:** Villa Rica **State:** GA **Zip:** 30180

Phone: () - **Fax:** () - **Email:**

Owner Name (If different from applicant): Same as above

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.)

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): Conditional Use Permit ☒ Development Standards Variance

Name:

Special Exception Location (attach location map): 701 Edge Road Suite # B Villarica GA 30180

Proposed Use: Vape Shop

Square Footage of Site: 1800 sq ft

Assessor's Parcel Number: 01430250071

Describe Proposed Special Exception: Suite B is Vacant therefore We are planning to open Vape shop there

(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:



APPLICATION FOR SPECIAL EXCEPTION

The procedure for approval of a Special Exception is set forth in Section 11.09 of the Villa Rica Zoning Ordinance. Generally, the process involves review by the Community Development Director and final review and decision by the City Council.

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

Signature of Applicant

02/19/2024

Date

Required Materials to Accompany the Application:

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

- 1) Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- 2) A site development plan prepared in conformance with all application requirements;
- 3) *A written statement describing the following:*
 - a) The proposed use;
 - b) The effect the proposed development may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - c) Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - d) The areas that are most likely to be directly affected by such change and the likely effects;
 - e) Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.
- 4) Any other exhibits as may be required by the Community Development Manager.



APPLICATION FOR SPECIAL EXCEPTION

Disclosure of Campaign Contributions

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

Has the applicant 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 who will consider the application?

Yes _____ No X

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____.

Applicant's Name – Printed

Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this ____ day of _____, 20____.

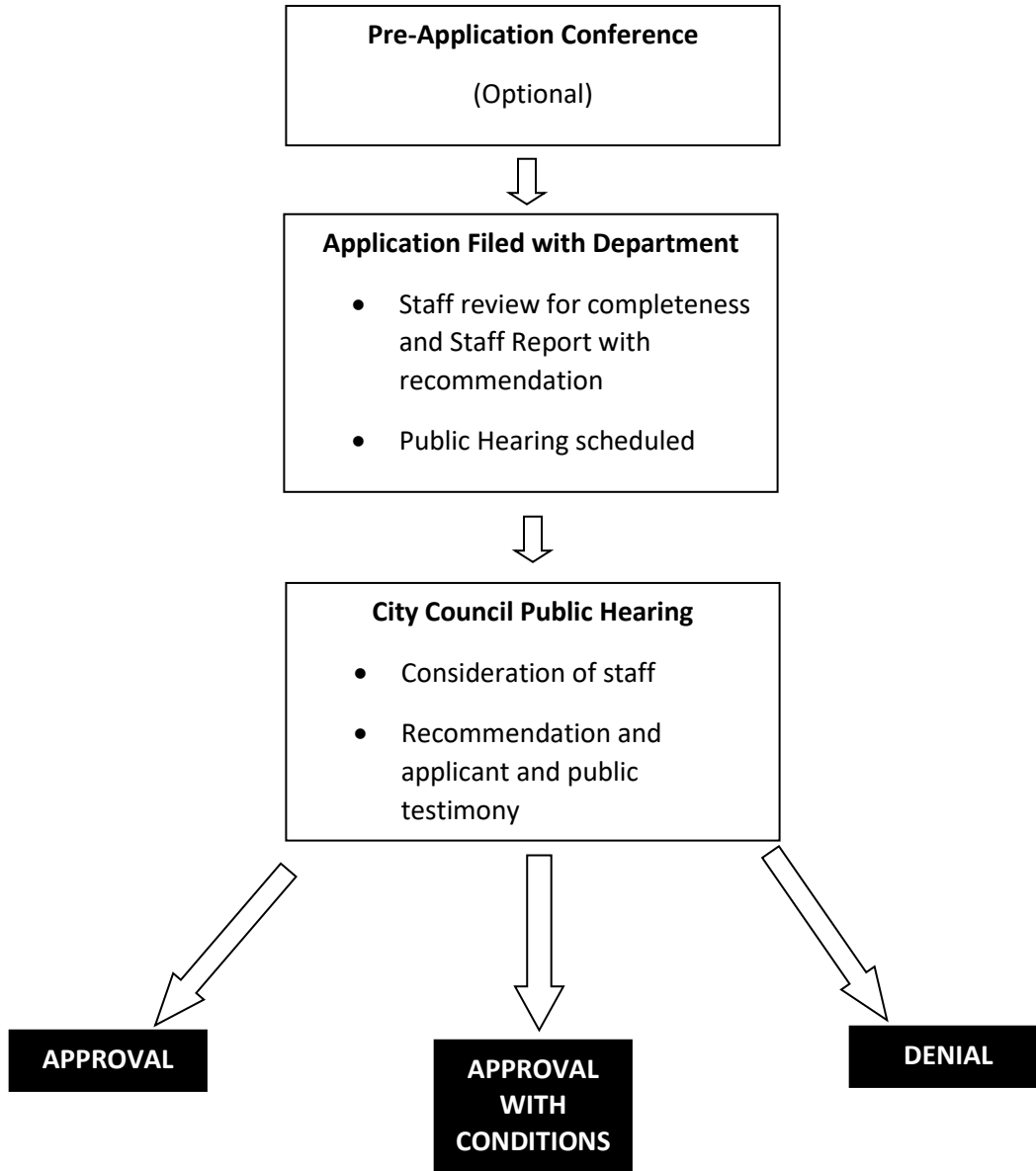
Notary Public

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



APPLICATION FOR SPECIAL EXCEPTION

PROCESS





APPLICATION FOR SPECIAL EXCEPTION

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

Date of Application: 02/18/2024

APPLICANT

Applicant Name: F&B Edge Road LLC

Address: 701 Edge Road City: Villa Rica State: GA Zip: 30180

Phone: (770) 757-0828 Fax: () - Email: akberbhamani@bellsouth.net

Agent Name: _____

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

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

Owner Name (If different from applicant): Same as above

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.)

SPECIAL EXCEPTION

TYPE OF EXCEPTION (Select One): Conditional Use Permit ☒ Development Standards Variance

Name: Parking for Truck to be allowed near Liberty Road Entrance

Special Exception Location (attach location map): _____

Proposed Use: Only four spots to be allowed for truck parking

Square Footage of Site: Approx 3000-4000 sq ft Area

Assessor's Parcel Number: 01430250071

Describe Proposed Special Exception: Since this space is in the corner and not usable for any other purpose we would like to get proper permit to allow 4-5 Trucks to park here.

(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: _____



APPLICATION FOR SPECIAL EXCEPTION

The procedure for approval of a Special Exception is set forth in Section 11.09 of the Villa Rica Zoning Ordinance. Generally, the process involves review by the Community Development Director and final review and decision by the City Council.

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

Signature of Applicant

02/18/2024

Date

Required Materials to Accompany the Application:

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

- 1) Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- 2) A site development plan prepared in conformance with all application requirements;
- 3) *A written statement describing the following:*
 - a) The proposed use;
 - b) The effect the proposed development may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - c) Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - d) The areas that are most likely to be directly affected by such change and the likely effects;
 - e) Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.
- 4) Any other exhibits as may be required by the Community Development Manager.



**APPLICATION FOR
SPECIAL EXCEPTION**

Disclosure of Campaign Contributions

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

Has the applicant 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 who will consider the application?

Yes _____ No X

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____.

Applicant's Name – Printed

Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this ____ day of _____, 20____.

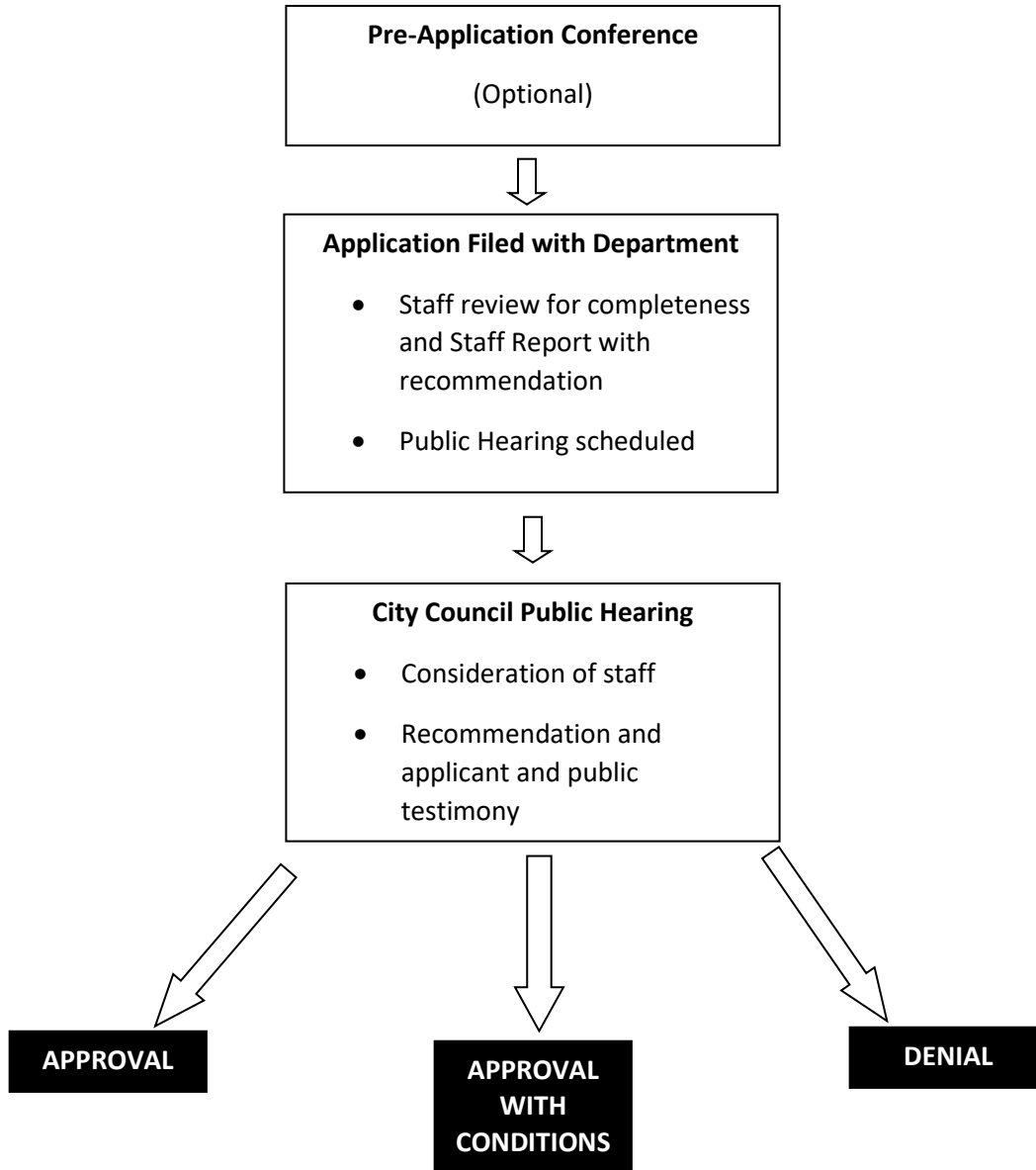
Notary Public

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



APPLICATION FOR SPECIAL EXCEPTION

PROCESS





F&B Edge Road LLC – 701 Edge Road
CU-04-24 & CU-05-24
March 21, 2024

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180
City Council Meeting: April 9, 2024

Re: Planning Report
F & B Edge Road LLC.
CU-04-24
CU-05-24
701 Edge Road
Parcel # 01430250071
Lot Size: 1.17 Acres
Ward: 5
City Council Member: Danny Carter
Planning Board Member: Ashley Head
City of Villa Rica, Carroll County, Georgia



701 Edge Road Parcel # 01430250071



Dear Ms. Campbell:

F&B Edge Road LLC (the Applicant) is seeking a special exception to operate a retail smoke/vape shop. The Applicant is seeking a special exception to have (4) semi-truck overnight parking lanes on the property of 701 Edge Road.

The following documents, which were submitted in support of the application, have been reviewed:

1. Application for a Special Exception, dated February 18th, 2024 (3 pages);
2. Applicant Statement, prepared by F&B Edge Road LLC ., undated (2 pages);
3. Limited Warranty Deed Agreement, dated September 20, 25, 2020,
4. Partial Site Plan, undated, by an unknown preparer (1 page);
5. Property Survey, (1 page).

A. Existing Conditions

The subject property is located east of Liberty Road and south of I-20. The parcel has approximately 89.81' of frontage along Liberty Road and is located near the western dead-end area of Edge Road. The parcel is an irregular triangle-shaped polygon. The property has been a filling station since 2004. Suite (B) is approximately 5548 square feet and connected to the convenience store part of the filling station. The variance request pertains to the approximately 1,800 square foot Suite (B). The parcel appears to be flat with slight elevation changes from the Convenience store slightly sloping down north, in the other direction. No creeks or streams have been identified on the parcel and the parcel is not located in a flood zone.

The parcel is currently zoned Commercial, Medium-Density (C2). The parcel does not border a city boundary/unincorporated area. The applicant's parcel is directly adjacent to the similar Commercial, Medium Density (C2) zoning to the east and west. To the north of the parcel where Liberty Road bridges over I-20 and transitions into Mirror Lake Blvd., Industrial, Medium Density (I2) and Commercial, Low Density (C1) zones are prevalent. Traveling south on Liberty Road the zoning starts to change on the southwest to Industrial, Low Density (I1). The parcel is north of JJ Kane Auctions, east of a Pilot filling station (Dunkin Express/ Subway), and across the street from Hook Transportation/truck stop. East of the parcel where Edge Road turns to a dead end are vacant (C2) parcels. City Council has seen 701 Edge Road in 2008 and 2018 for Alcoholic Beverage Licenses.



Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Industrial, Low Density (I1)	I-20 Gateway East Activity Area
East	Commercial Medium-Density (C-2)	I-20 Gateway East Activity Area
South	Commercial Medium-Density (C-2)	I-20 Gateway East Activity Area
West	Commercial Medium-Density (C-2)	I-20 Gateway East Activity Area



Figure 1: Douglas County GIS image of the site, with the property boundaries approximated.

B. Site History

According to qpublic.net, the existing filling station was constructed around 2004. Short-term restaurant tenants were inside suite (B) in the past. Suite (B) first tenant was a restaurant called Buckeyes Bistro and it was in operation for around a year and a half. The suite was vacant until last year when the second tenant



started to operate a similar-use restaurant. After 6 months, the lot owner had to take legal action to remove the tenant, and ultimately Suite (B) was vacant again till this day.

c. Proposed Development

CU-04-24 Proposed (4) overnight semi-truck lanes:

The applicant said the proposed four (4) overnight semi-truck lanes located on the parcel's southwest area of the parking lot were already in existence. The applicant states that the four (4) existing lanes were already being used by various semi-tractor trailers. The parcel's owner even made a sign to allow overnight semi-truck parking for a fee.

On January 22nd, Villa Rica Code Enforcement sent a violation letter to the applicant. The violation letter enclosed information about unpermitted truck parking signs and unauthorized parking lane use. The four lanes all have different measurements. The furthest lane from the entrance is approximately 98 feet long. Currently, the truck lane area has (3) white parking stripes that are different lengths approximately 98 feet, 88 feet, and 74 feet.

Per. Section 7.02(1) off-street parking and loading- *(1)All parking spaces shall be provided with adequate maneuvering space into which vehicles can back to exit the parking space.* Approximately 75-foot distance from the filling station pump station canopy and the closest tip of the white parking space trip. A standard semi-trailer connected to a truck is approximately 70 feet in length. Truck stops are permitted within the Commercial, Medium Density (C2) zone, but require a special exception use permit from but City Council.

CU-05-24 Proposed vape shop in (C-2) zone:

The applicant is proposing to open a smoke/vape shop on the property within the Chevron convenience store area, specifically 1,800 square-foot Suite (B). The applicant has advised in their application statement to add 2-3 hourly employees in Villa Rica upon opening. The applicant proposes to sell CBD products, tobacco products, and other similar cigarette alternatives and holistic health products. The filling station does currently sell tobacco products, but the smoke/vape shop will be selling more extensive products within suite (B). Smoke/vape shops are permitted within the Commercial, Medium Density (C2) zone, but require a special exception use permit from but City Council.

Flood Plain

The property is not located within a flood zone, based on FEMA's maps. This area is considered in "Flood Zone X", which is a flood area without base flood elevation levels determined. Figure 2, below, indicates the flood zone map:



National Flood Hazard Layer FIRMette

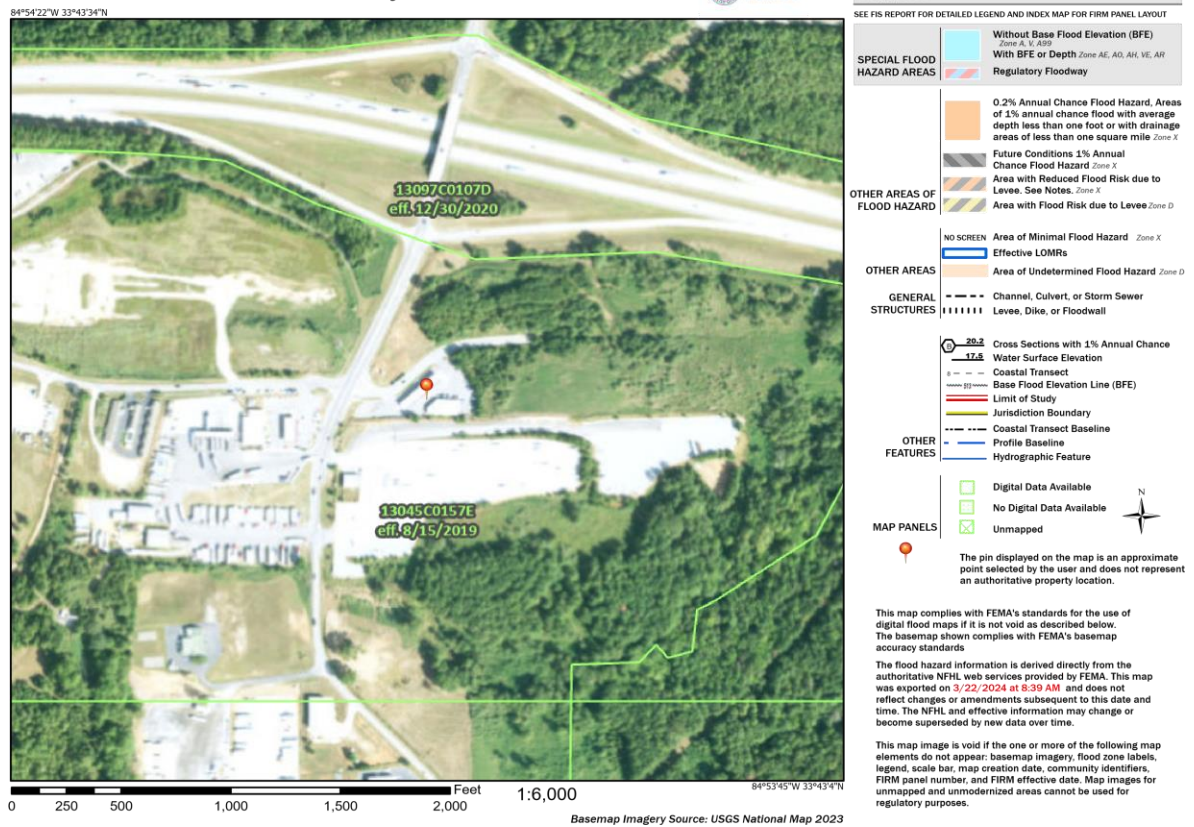


Figure 2: FEMA Flood Map



D. Supplementary Regulations and Special Exception Review Criteria

The applicant has requested a special exception permit, which requires action from the City Council for the request to be approved or denied.

The Future Land Use Plan prescribes “I-20 Gateway Activity Area” as future land use for the parcels. The intent of the I-20 Gateway Activity Center is as follows:

“In a most basic form, Gateways serve as the primary entrances into the city, providing access goods and services for both residents and commuters. Gateways are similar to commercial activity centers, with an emphasis on capturing commuter traffic and providing a sense of arrival to Villa Rica. Gateway areas should support a variety of uses, including commercial, mixed-use, and office-related developments which also offer employment opportunities. Such development can provide opportunities for hotels with similar high-intensity developments.”

The existing development pattern in the area is consistent with the Comprehensive Plan from a use and intensity standpoint. The nature of the special exception may impact the intent of the I-20 Gateway Activity Center area to provide a “sense of arrival”. However, the Comprehensive Plan does indicate that a variety of commercial uses that offer employment opportunities is a main goal of the district.

The city’s zoning ordinance requires that smoke shops, vape shops, tobacco shops, and medical marijuana dispensaries meet certain standards found within Section 8.22 as indicated below. The staff has reviewed these standards, and the use meets all requirements within this section of the ordinance (staff comments in **bold**):

- 1) Notwithstanding any other provision of this title to the contrary, smoke shops, tobacco stores, and medical marijuana dispensaries shall be permitted by Special Exception only in the Commercial, Medium-Density (C-2) zoning district. **The property is located within the C-2 Zone.**
- 2) Additional zoning and land use standards for smoke shops, tobacco stores, and medical marijuana dispensaries shall be as follows:
 - a. Smoke shops, tobacco stores, and medical marijuana dispensaries shall not be located within three hundred (300) feet, measured property line to property line, from a school (public or private), family day care home, childcare facility, youth center, community center, recreational facility, park, church or religious institution, hospital, or other similar uses where children regularly gather. **The closest school/daycare to the parcel is**



Sunbrook Academy which is half a mile north. The closest hospital/ urgent care is Tanner Urgent Care which is approximately .4 miles away. These are the only such facilities applicable to this regulation located nearby.

- b. Smoke shops, tobacco stores, and medical marijuana dispensaries shall not be located within five hundred (500) feet, measured property line to property line, from another smoke shop and tobacco store. **The closest smoke/vape shop from the property is Lionz Vape Shop, which is approximately .6 miles north.**
- c. It is unlawful for smoke shops, tobacco stores, and medical marijuana dispensaries to knowingly allow or permit a minor, not accompanied by his or her parent or legal guardian, to enter or remain within any smoke shops, tobacco stores, and medical marijuana dispensaries. **The applicant has indicated that they will meet this regulation.**
- d. Smoke shops, tobacco stores, and medical marijuana dispensaries shall post clear signage stating that minors may not enter the premises unless accompanied by a parent or legal guardian. At least one such sign shall be placed in a conspicuous location near each public entrance to the smoke shop and tobacco store. It shall be unlawful for a smoke shop and tobacco store to fail to display and maintain, or fail to cause to be displayed or maintained, such signage. **The applicant must meet this requirement upon opening.**

3) Standard conditions of approval for any Special Exception shall, at minimum, include the following:

- a. No smoking shall be permitted on the premises at any time.
- b. No sales may be solicited or conducted on the premises by minors.
- c. No self-service, product, or paraphernalia displays shall be permitted.
- d. No distribution of free or low-cost products or paraphernalia, as well as coupons for said items, shall be permitted.

DECISION CRITERIA.

a) The City Council shall review the particular facts and circumstances of each proposed use in terms of the following standards and shall find adequate evidence showing that the use at the proposed location:

i) Is a permitted Special Exception use as listed in each zoning district and appears in Table 4.3: Permitted and Special Exception Land Uses of Chapter IV: Zoning Districts for the zoning district involved; **The use is a permitted Special Exception use.**

ii) Will be harmonious and consistent with the character of the zoning district and by the general objectives, or with any specific objective of the City's Comprehensive Plan and the Zoning Ordinance; **The use meets the character of the zoning district and intents of the Comprehensive Plan.**

iii) Will be designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area; No exterior



changes to the property are anticipated, except for signage. **The building has largely stayed the same since construction in 2004, and the character of the area is not expected to change since no additional construction or site changes are anticipated.**

iv) Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services; **The use will be adequately serviced by all applicable city/county services.**

v) Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community; **No additional services or public costs are expected from the use located on Edge Road or Liberty Road.**

vi) Will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property, or the general welfare because of excessive production of traffic, noise, smoke, fumes, glare, or odors **The property owner is not proposing on-site smoking/vaping, odors, smoke, and fumes are not expected to be an issue with the use. Minors are not permitted to enter the premises by ordinance and the use is far enough from schools, churches, and other smoke shops as required by the ordinance. The general welfare of the community does not appear to be at risk.**

vii) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares; **The property is serviced by Liberty Road and Edge Road and no interference with traffic along Liberty Road, Edge Road, Mirror Lake Blvd. or I-20 is expected.**

viii) Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance. **No such features have been identified.**



E. Comments

No Staff Comments.

Recommendation:

1. **CU-04-24:** Request a special exception use permit from the council to allow the property to have (4) semi-truck overnight parking lanes on the property of 701 Edge Road.

Staff recommendation: **DENIAL**

Reason:

- Per. **Section 7.02(1) off-street parking and loading-** *(1)All parking spaces shall be provided with adequate maneuvering space into which vehicles can back to exit the parking space.* The proposed semi-trailer truck parking radius is approximately 70-80 feet from the filling station pump canopy to the start of the closest white parking space line. Making the semi-truck maneuvering space for parking very tight.
- Semi-tractor trailer overnight truck parking will disrupt the entrance and exit, hindering traffic circulation on the lot.
- Request is for economic gain.
- Request is a Self-imposed in nature.

Conditions for approval:

Should the City Council vote to approve the special exception request staff has complied potential conditions:

- The truck area shall be kept up with minimal debris and/or trash in the area.
 - Applicant must comply to follow 7.02 (17) – Off-Street parking and loading// PARKING OF COMMERCIAL VEHICLES.
 - o *truck parking as a primary use on any commercial or industrial lot shall not have any trucks that are parked or stationary on the lot for more than forty-eight (48) hours at a time.*
 - o *Trailers may not be parked on any lot without being directly connected to a semi-tractor.*
2. **Section 8.22 Smoke shops, tobacco stores-** Special Exception use permit to operate smoke/vape shop in a (C2) zone.

Staff recommendation: **APPROVAL**

Reasons: The proposed business meets all supplementary standard requirements in the zoning ordinance, is projected to have less traffic than a restaurant uses and meets all parking requirements.



Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on February 23rd, 2024; a sign has been posted on the subject property; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances.

Should you have any questions concerning the above comments please do not hesitate to contact my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Sincerely,

Shaun Daniels

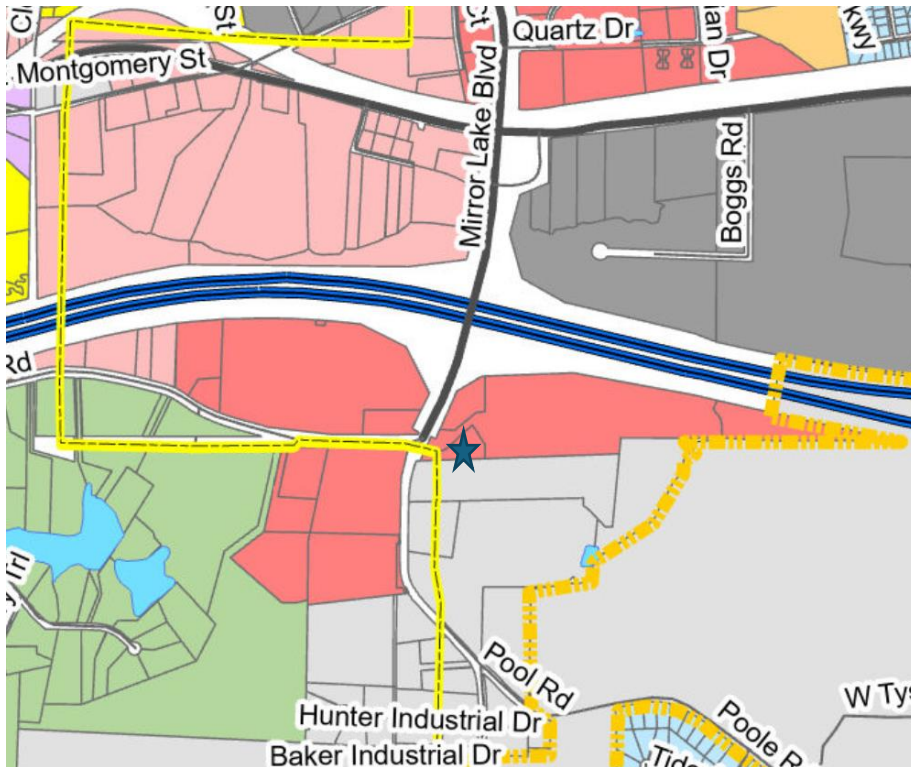
Planner

City of Villa Rica: Community Development

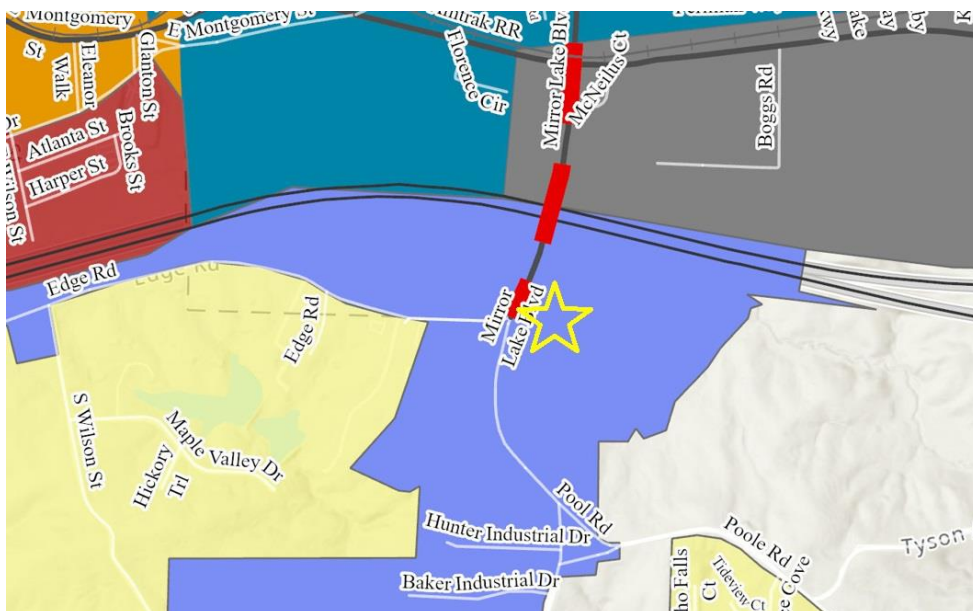
sdaniels@villarica.gov | 678-785-9995



Villa Rica Zoning Map:



Villa Rica Future Land Use Map:





F&B Edge Road LLC – 701 Edge Road
CU-04-24 & CU-05-24
March 21, 2024

Attachments:



Existing (4) truck parking lanes



F&B Edge Road LLC – 701 Edge Road
CU-04-24 & CU-05-24
March 21, 2024



Images Suite (B)



F&B Edge Road LLC – 701 Edge Road
CU-04-24 & CU-05-24
March 21, 2024

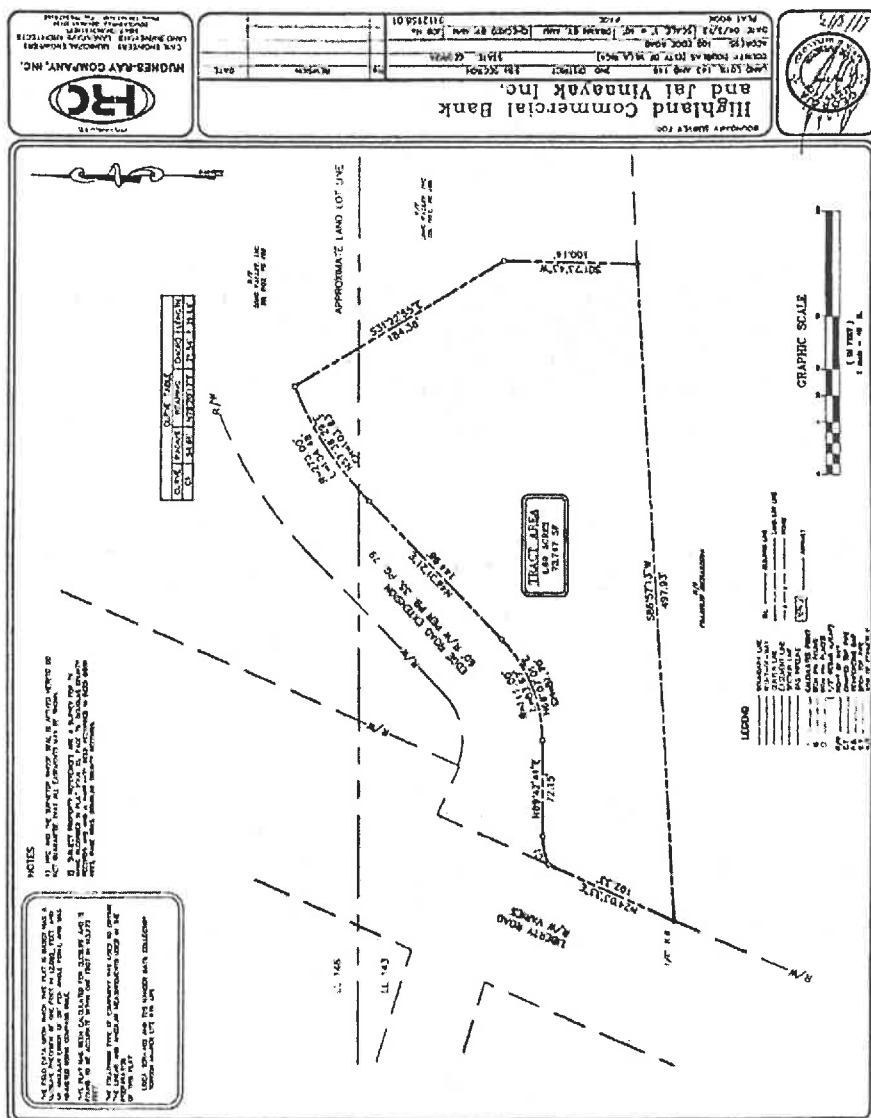


Truck-spot signage

Subject Photographs



Aerial View





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointment to Main Street Advisory Board

AGENDA DATE: April 9, 2024

DATE PREPARED: March 25, 2024

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: NA

GL ACCOUNT #: NA

FUNDING SOURCE: NA

BUDGETED ITEM? NA

PUBLIC HEARING: NA

PURPOSE: Appointment new member to the Main Street Advisory Board

BACKGROUND: The Main Street Advisory Board is a seven-member board with official appointment by the City Council. The board is advisory in nature providing additional insights and input to support the Main Street Program with the Main Street Manager. The Main Street Program is a state program that helps communities revitalize their downtowns and commercial districts. Our mission is to provide a premier downtown where individuals, families, and businesses can thrive by preserving historic charm, encouraging local spending, and creating a sense of community.

Three new members were voted on in January leaving three other vacancies. Staff advertised these vacancies and received three applications from individuals. The board interviewed the applicants at the last meeting (March 15) and recommended the appointment of all three.

Nora Halliday is from Ohio and moved to Villa Rica nine years ago. She attends the downtown events regularly, and would like to contribute her education to help improve the downtown area. Nora has a master's degree in Project Management.

STAFF RECOMMENDATION: Staff recommend the appointment of Nora Halliday to the Main Street Advisory Board and fill the unexpired term of Landon Prather. Landon resigned recently due to his work schedule. Term will be 4/9/2024 – 12/31/2025.

IMPACT: NA

MOTION: Move to approve the appointment of Nora Halliday to the Main Street Advisory Board to fill the unexpired term of Landon Prather. Term will be 4/9/2024 – 12/31/2025.



APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

**CITY OF VILLA RICA
571 W. Bankhead Hwy
Villa Rica, GA 30180**

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- o Am I willing to participate in necessary Board, Commission or Authority training, education and development activities that will improve my effectiveness in my position?

Please return signed application to:

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229

APPLICANT INFORMATIONName Nora HallidayOccupation Dispatcher Employer Hueys Wrecker ServiceHome Address 415 Tapley RdCity Villa Rica State Ga Zip 30180Phone 470-967-9001 Email xraytech05@hotmail.com

Which Board, Commission or Authority do you wish to be appointed to?

☐	Downtown Development Authority
☐	Historic Preservation Commission
☐	Housing Authority Board
☐	Library Advisory Board
☒	Main Street Advisory Board
☐	Planning & Zoning Commission
☐	Recreation Advisory Commission
☐	Villa Rica Cemetery Committee
☐	Villa Rica Development Authority

How long have you been a resident of Villa Rica? 8 yearsDo you own a business in Villa Rica? ☐ Yes ☒ No*If yes, what is the name and address of your business?*

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

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

no

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? *If yes, please explain.*

no

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I would like to contribute any knowledge I have to better help our community.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Lanning and zoning and historical preservation

APPLICANT STATEMENT

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



Signature

Nora Halliday

Printed Name

1/26/2024

Date

BOARD, COMMISSION AND AUTHORITY INFORMATION

Downtown Development Authority (DDA) Term: 4 years | Members: 7

The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA.

Historic Preservation Commission (HPC) Term: 3 years | Members: 6

This commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests.

Housing Authority Board (HAB) Term: Indefinite | Members: 5

The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor.

Library Advisory Board (LAB) Term: 3 years | Members: 7

Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members recommend operational policies for the library, assist the Branch Manager with the annual budget request to the City Council, adopt bylaws and regulations for internal operations, and represent the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members.

Main Street Advisory Board (MSAB) Term: 2 years | Members: 7

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Planning & Zoning Commission (P&Z) Term: 1 year | Members: 5

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Recreation Advisory Commission (RAC) Term: 3 years | Members: 7

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Villa Rica Cemetery Committee Term: 3 years | Members: 6

Functions include making recommendations to the City on all aspects of the management and operations of the city's cemeteries.

Villa Rica Development Authority (VRDA) Term: 4 years | Members: 7

The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia.

PROCEDURES FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

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3 | Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.

4 | After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

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Villa Rica, GA 30180

tcampbell@villarica.gov

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Questions? Contact the City Clerk at 678-840-1229

APPLICANT INFORMATIONName **Joel Crawford**Occupation **Owner/Operator** Employer **Missing Digit Design, LLC**Home Address **340 Bolijeri BLVD**City _____ State _____ Zip **30180**Phone **404 353-9002** Email **joelcrawford@gmail.com**

Which Board, Commission or Authority do you wish to be appointed to?

☐	Downtown Development Authority
☐	Historic Preservation Commission
☐	Housing Authority Board
☐	Library Advisory Board
☒	Main Street Advisory Board
☐	Planning & Zoning Commission
☐	Recreation Advisory Commission
☐	Villa Rica Cemetery Committee
☐	Villa Rica Development Authority

How long have you been a resident of Villa Rica? **5 Years downtown / 15 years prior outskirts**Do you own a business in Villa Rica? ☒ Yes ☐ No

If yes, what is the name and address of your business?

Missing Digit Design, LLC**340 Bolijeri BLVD Villa Rica, Gerogia 30180**Are you current with all your financial obligations to the City? ☒ Yes ☐ No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

No.

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? *If yes, please explain.*

No.

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

N/A

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

The downtown is important to me and our family. Serving the community to ensure that other people have the chance to experience what we have is important to us.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

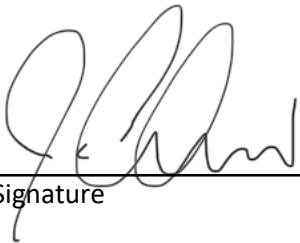
☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

I will be happy to consider any requests that I may be of use to.

APPLICANT STATEMENT

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



Signature

Joel Crawford

Printed Name

1/25/2023

Date

BOARD, COMMISSION AND AUTHORITY INFORMATION

Downtown Development Authority (DDA) Term: 4 years | Members: 7

The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA.

Historic Preservation Commission (HPC) Term: 3 years | Members: 6

This commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests.

Housing Authority Board (HAB) Term: Indefinite | Members: 5

The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor.

Library Advisory Board (LAB) Term: 3 years | Members: 7

Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members recommend operational policies for the library, assist the Branch Manager with the annual budget request to the City Council, adopt bylaws and regulations for internal operations, and represent the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members.

Main Street Advisory Board (MSAB) Term: 2 years | Members: 7

This Board is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district.

Planning & Zoning Commission (P&Z) Term: 1 year | Members: 5

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Recreation Advisory Commission (RAC) Term: 3 years | Members: 7

The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects.

Villa Rica Cemetery Committee Term: 3 years | Members: 6

Functions include making recommendations to the City on all aspects of the management and operations of the city's cemeteries.

Villa Rica Development Authority (VRDA) Term: 4 years | Members: 7

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APPLICANT INFORMATIONName SUSAN THOMPSON-CRANEOccupation RETIRED Employer _____Home Address 228 LOST LAKE WAYCity VILLA RICA State GA Zip 30180Phone 770-639-0053 Email SUSANCRANE777@YAHOO.COMWhich Board, Commission or Authority do you wish to be appointed to? ANY OF THE CHECKED

- | | |
|-------------------------------------|----------------------------------|
| ☒ | Downtown Development Authority |
| ☒ | Historic Preservation Commission |
| ☐ | Housing Authority Board |
| ☒ | Library Advisory Board |
| ☒ | Main Street Advisory Board |
| ☐ | Planning & Zoning Commission |
| ☒ | Recreation Advisory Commission |
| ☐ | Villa Rica Cemetery Committee |
| ☐ | Villa Rica Development Authority |

How long have you been a resident of Villa Rica? 2 yrs 5 mo.Do you own a business in Villa Rica? ☐ Yes ☒ No
If yes, what is the name and address of your business?

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

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No



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no

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

no

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I WOULD LIKE TO BE ACTIVE IN THE COMMUNITY
I CHOSE TO RETIRE IN-CARROLL CO/VILLA RICA
HAS BEEN VERY GOOD TO ME

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

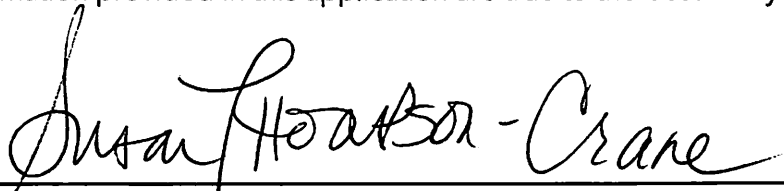
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If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

ANY OF THOSE CHECKED

APPLICANT STATEMENT

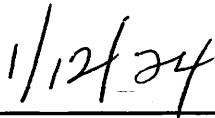
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Signature



Printed Name



Date

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointment to Main Street Advisory Board

AGENDA DATE: April 9, 2024

DATE PREPARED: March 25, 2024

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: NA

GL ACCOUNT #: NA

FUNDING SOURCE: NA

BUDGETED ITEM? NA

PUBLIC HEARING: NA

PURPOSE: Appointment new member to the Main Street Advisory Board

BACKGROUND: The Main Street Advisory Board is a seven-member board with official appointment by the City Council. The board is advisory in nature providing additional insights and input to support the Main Street Program with the Main Street Manager. The Main Street Program is a state program that helps communities revitalize their downtowns and commercial districts. Our mission is to provide a premier downtown where individuals, families, and businesses can thrive by preserving historic charm, encouraging local spending, and creating a sense of community.

Three new members were voted on in January leaving three other vacancies. Staff advertised these vacancies and received three applications from individuals. The board interviewed the applicants at the last meeting (March 15) and recommended the appointment of all three.

Joel Crawford has lived in the downtown area for five years and owns Missing Digit Design, LLC and works from home. He would like to serve in his community and being a member of the board will give him the opportunity.

STAFF RECOMMENDATION: Staff recommend the appointment of Joel Crawford to the Main Street Advisory Board to fill the unexpired term of Bradford Hegler. Term will be 04/09/2024 – 12/31/2024.

IMPACT: NA

MOTION: Move to approve the appointment of Joel Crawford to the Main Street Advisory Board to fill the unexpired term of Bradford Hegler. Term will be 04/09/2024 – 12/31/2024.



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APPLICANT INFORMATIONName **Joel Crawford**Occupation **Owner/Operator** Employer **Missing Digit Design, LLC**Home Address **340 Bolijeri BLVD**City _____ State _____ Zip **30180**Phone **404 353-9002** Email **joelcrawford@gmail.com**

Which Board, Commission or Authority do you wish to be appointed to?

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How long have you been a resident of Villa Rica? **5 Years downtown / 15 years prior outskirts**Do you own a business in Villa Rica? ☒ Yes ☐ No*If yes, what is the name and address of your business?***Missing Digit Design, LLC****340 Bolijeri BLVD Villa Rica, Gerogia 30180**Are you current with all your financial obligations to the City? ☒ Yes ☐ No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

No.

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? *If yes, please explain.*

No.

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No
If yes, please explain.

N/A

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

The downtown is important to me and our family. Serving the community to ensure that other people have the chance to experience what we have is important to us.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

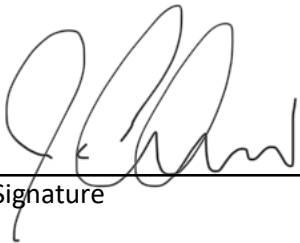
☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

I will be happy to consider any requests that I may be of use to.

APPLICANT STATEMENT

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



Signature

Joel Crawford

Printed Name

1/25/2023

Date

BOARD, COMMISSION AND AUTHORITY INFORMATION

Downtown Development Authority (DDA) Term: 4 years | Members: 7

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Historic Preservation Commission (HPC) Term: 3 years | Members: 6

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Housing Authority Board (HAB) Term: Indefinite | Members: 5

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Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members recommend operational policies for the library, assist the Branch Manager with the annual budget request to the City Council, adopt bylaws and regulations for internal operations, and represent the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members.

Main Street Advisory Board (MSAB) Term: 2 years | Members: 7

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Planning & Zoning Commission (P&Z) Term: 1 year | Members: 5

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Functions include making recommendations to the City on all aspects of the management and operations of the city's cemeteries.

Villa Rica Development Authority (VRDA) Term: 4 years | Members: 7

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Please return signed application to:

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229



APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

**CITY OF VILLA RICA
571 W. Bankhead Hwy
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APPLICANT INFORMATIONName Nora HallidayOccupation Dispatcher Employer Hueys Wrecker ServiceHome Address 415 Tapley RdCity Villa Rica State Ga Zip 30180Phone 470-967-9001 Email xraytech05@hotmail.com

Which Board, Commission or Authority do you wish to be appointed to?

☐	Downtown Development Authority
☐	Historic Preservation Commission
☐	Housing Authority Board
☐	Library Advisory Board
☒	Main Street Advisory Board
☐	Planning & Zoning Commission
☐	Recreation Advisory Commission
☐	Villa Rica Cemetery Committee
☐	Villa Rica Development Authority

How long have you been a resident of Villa Rica? 8 yearsDo you own a business in Villa Rica? ☐ Yes ☒ No*If yes, what is the name and address of your business?*

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

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

no

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? *If yes, please explain.*

no

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I would like to contribute any knowledge I have to better help our community.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Lanning and zoning and historical preservation

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Signature

Nora Halliday

Printed Name

1/26/2024

Date

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APPLICANT INFORMATIONName SUSAN THOMPSON-CRANEOccupation RETIRED Employer _____Home Address 228 LOST LAKE WAYCity VILLA RICA State GA Zip 30180Phone 770-639-0053 Email SUSANCRANE777@YAHOO.COMWhich Board, Commission or Authority do you wish to be appointed to? ANY OF THE CHECKED

- | | |
|-------------------------------------|----------------------------------|
| ☒ | Downtown Development Authority |
| ☒ | Historic Preservation Commission |
| ☐ | Housing Authority Board |
| ☒ | Library Advisory Board |
| ☒ | Main Street Advisory Board |
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| ☒ | Recreation Advisory Commission |
| ☐ | Villa Rica Cemetery Committee |
| ☐ | Villa Rica Development Authority |

How long have you been a resident of Villa Rica? 2 yrs 5 mo.Do you own a business in Villa Rica? ☐ Yes ☒ No
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APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

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Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

no

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

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Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

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If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

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I CHOSE TO RETIRE IN-CARROLL CO/VILLA RICA
HAS BEEN VERY GOOD TO ME

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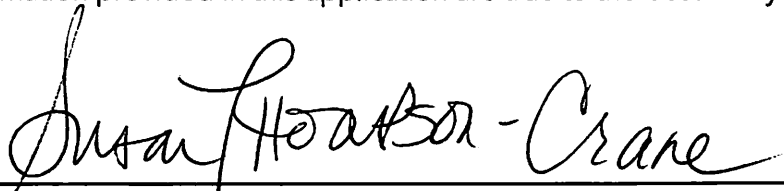
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ANY OF THOSE CHECKED

APPLICANT STATEMENT

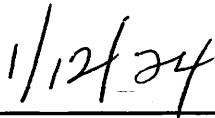
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Signature



Printed Name



Date

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Questions? Contact the City Clerk at 678-840-1229



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointment to Main Street Advisory Board

AGENDA DATE: April 9, 2024

DATE PREPARED: March 25, 2024

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: NA

GL ACCOUNT #: NA

FUNDING SOURCE: NA

BUDGETED ITEM? NA

PUBLIC HEARING: NA

PURPOSE: Appointment new member to the Main Street Advisory Board

BACKGROUND: The Main Street Advisory Board is a seven-member board with official appointment by the City Council. The board is advisory in nature providing additional insights and input to support the Main Street Program with the Main Street Manager. The Main Street Program is a state program that helps communities revitalize their downtowns and commercial districts. Our mission is to provide a premier downtown where individuals, families, and businesses can thrive by preserving historic charm, encouraging local spending, and creating a sense of community.

Three new members were voted on in January leaving three other vacancies. Staff advertised these vacancies and received three applications from individuals. The board interviewed the applicants at the last meeting (March 15) and recommended the appointment of all three.

Susan Thompson-Crane is retired and lives in Villa Rica. She currently is a member of the Friends of the Villa Rica Public Library, active at the Senior Center, and plays pickleball at Gold Dust Park. Susan regularly attends the downtown events and would like to be more involved with downtown.

STAFF RECOMMENDATION: Staff recommend the appointment of Susan Thompson-Crane to the Main Street Advisory Board for a term of 04/09/2024 – 12/31/2025.

IMPACT: NA

MOTION: Move to approve the appointment of Susan Thompson-Crane to the Main Street Advisory Board for a term of 04/09/2024 – 12/31/2025.

APPLICANT INFORMATIONName SUSAN THOMPSON-CRANEOccupation RETIRED Employer _____Home Address 228 LOST LAKE WAYCity VILLA RICA State GA Zip 30180Phone 770-639-0053 Email SUSANCRANE777@YAHOO.COMWhich Board, Commission or Authority do you wish to be appointed to? ANY OF THE CHECKED

- | | |
|-------------------------------------|----------------------------------|
| ☒ | Downtown Development Authority |
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Are you willing and able to attend training sessions on-site or off-site if provided by the City?

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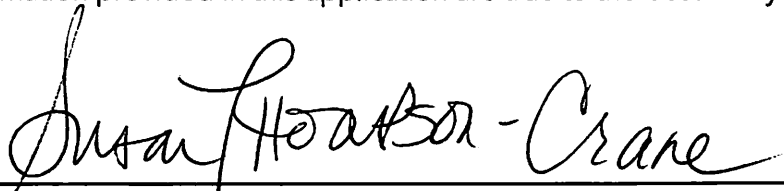
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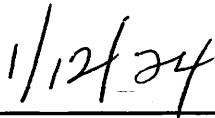
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2 | The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.

3 | Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.

4 | After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

Please return signed application to:

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229



APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

**CITY OF VILLA RICA
571 W. Bankhead Hwy
Villa Rica, GA 30180**

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

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

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

Please return signed application to:

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571 W. Bankhead Hwy
Villa Rica, GA 30180

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229

APPLICANT INFORMATIONName **Joel Crawford**Occupation **Owner/Operator** Employer **Missing Digit Design, LLC**Home Address **340 Bolijeri BLVD**City _____ State _____ Zip **30180**Phone **404 353-9002** Email **joelcrawford@gmail.com**

Which Board, Commission or Authority do you wish to be appointed to?

☐	Downtown Development Authority
☐	Historic Preservation Commission
☐	Housing Authority Board
☐	Library Advisory Board
☒	Main Street Advisory Board
☐	Planning & Zoning Commission
☐	Recreation Advisory Commission
☐	Villa Rica Cemetery Committee
☐	Villa Rica Development Authority

How long have you been a resident of Villa Rica? **5 Years downtown / 15 years prior outskirts**Do you own a business in Villa Rica? ☒ Yes ☐ No

If yes, what is the name and address of your business?

Missing Digit Design, LLC**340 Bolijeri BLVD Villa Rica, Gerogia 30180**Are you current with all your financial obligations to the City? ☒ Yes ☐ No

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

No.

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? *If yes, please explain.*

No.

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No
If yes, please explain.

N/A

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

The downtown is important to me and our family. Serving the community to ensure that other people have the chance to experience what we have is important to us.

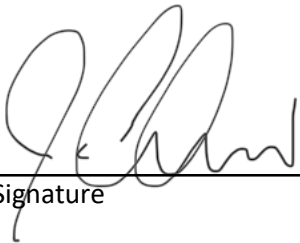
Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☒ Yes ☐ No
If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

I will be happy to consider any requests that I may be of use to.

APPLICANT STATEMENT

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



Signature

Joel Crawford

Printed Name

1/25/2023

Date

BOARD, COMMISSION AND AUTHORITY INFORMATION

Downtown Development Authority (DDA) Term: 4 years | Members: 7

The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA.

Historic Preservation Commission (HPC) Term: 3 years | Members: 6

This commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests.

Housing Authority Board (HAB) Term: Indefinite | Members: 5

The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor.

Library Advisory Board (LAB) Term: 3 years | Members: 7

Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members recommend operational policies for the library, assist the Branch Manager with the annual budget request to the City Council, adopt bylaws and regulations for internal operations, and represent the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members.

Main Street Advisory Board (MSAB) Term: 2 years | Members: 7

This Board is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district.

Planning & Zoning Commission (P&Z) Term: 1 year | Members: 5

The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications.

Recreation Advisory Commission (RAC) Term: 3 years | Members: 7

The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects.

Villa Rica Cemetery Committee Term: 3 years | Members: 6

Functions include making recommendations to the City on all aspects of the management and operations of the city's cemeteries.

Villa Rica Development Authority (VRDA) Term: 4 years | Members: 7

The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia.

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APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

**CITY OF VILLA RICA
571 W. Bankhead Hwy
Villa Rica, GA 30180**

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Questions? Contact the City Clerk at 678-840-1229

APPLICANT INFORMATIONName Nora HallidayOccupation Dispatcher Employer Hueys Wrecker ServiceHome Address 415 Tapley RdCity Villa Rica State Ga Zip 30180Phone 470-967-9001 Email xraytech05@hotmail.com

Which Board, Commission or Authority do you wish to be appointed to?

☐	Downtown Development Authority
☐	Historic Preservation Commission
☐	Housing Authority Board
☐	Library Advisory Board
☒	Main Street Advisory Board
☐	Planning & Zoning Commission
☐	Recreation Advisory Commission
☐	Villa Rica Cemetery Committee
☐	Villa Rica Development Authority

How long have you been a resident of Villa Rica? 8 yearsDo you own a business in Villa Rica? ☐ Yes ☒ No*If yes, what is the name and address of your business?*

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

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

no

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? *If yes, please explain.*

no

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I would like to contribute any knowledge I have to better help our community.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Lanning and zoning and historical preservation

APPLICANT STATEMENT

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Signature

Nora Halliday
Printed Name

1/26/2024
Date

BOARD, COMMISSION AND AUTHORITY INFORMATION

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Villa Rica, GA 30180

tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointment to Downtown Development Authority

AGENDA DATE: April 9, 2024

DATE PREPARED: March 26, 2024

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: NA

GL ACCOUNT #: NA

FUNDING SOURCE: NA

BUDGETED ITEM? NA

PUBLIC HEARING: NA

PURPOSE: Appointment new member to the Downtown Development Authority

BACKGROUND: Downtown development authorities are used in cities throughout the state as a mechanism to revitalize and redevelop downtown central business districts. The authority is a seven-member board appointed by the City Council to serve staggered four-year terms.

The Downtown Development Authority has two vacancies. After advertising the vacancies, staff received six applications. The board interviewed four of the applicants and recommends two appointments to the board. One applicant was a no-show for the interview and another one withdrew their application.

Brandon Swafford is a realtor with Flat Rock Realty and lives in the downtown area. He grew up in Villa Rica and would like to serve on the board to assist in the revitalization efforts in downtown.

STAFF RECOMMENDATION: Staff recommend the appointment of Brandon Swafford to the Downtown Development Authority and fill the unexpired term of Rob Smith. Term will be 04-09-2024 – 12/31/2026.

IMPACT: NA

MOTION: Move to approve the appointment of Brandon Swafford to the Downtown Development Authority to fill the unexpired term of Rob Smith. Term will be 04-09-2024 – 12/31/2026.

APPLICANT INFORMATION

Name Brandon Swafford

Occupation Realtor Employer Flat Rock Realty

Home Address 222 Westview Dr.

City Villa Rica State GA Zip 30180

Phone 770-789-2363 Email swaff@swaff.net

Which Board, Commission or Authority do you wish to be appointed to?

- | | |
|-------------------------------------|----------------------------------|
| ☒ | Downtown Development Authority |
| ☐ | Historic Preservation Commission |
| ☐ | Housing Authority Board |
| ☐ | Library Advisory Board |
| ☐ | Main Street Advisory Board |
| ☐ | Planning & Zoning Commission |
| ☐ | Recreation Advisory Commission |
| ☐ | Villa Rica Cemetery Committee |
| ☐ | Villa Rica Development Authority |

How long have you been a resident of Villa Rica? 39 years

Do you own a business in Villa Rica? ☐ Yes ☒ No

If yes, what is the name and address of your business?

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

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

No

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

No

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I would love to see the downtown area thrive. With all of the new housing development, I believe there is a great opportunity to make the downtown area a place where residents can always count on something exciting happening whether it's a new restaurant or a fun concert.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☐ Yes ☒ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

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Signature

BRANDON SWAFFORD

Printed Name

2-21-24

Date



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



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

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

APPLICANT INFORMATION

Applicant Name: DON HUDGINS

Occupation: Real Estate Employer: HUDGINS PROPERTIES

Home Address: 80 GATEWOOD DRIVE City: MANIETTA Zip: 30068

Home Phone: (770) 462-1010 Home E-Mail: DONALD006@aol.com

Work Phone: (404) 886 6849 Work E-Mail: MAIN STREET 305@gmail.com

Cell Phone: () Preferred E-Mail: ☐ Home ☐ Work

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

City of Villa Rica

BOARD OR COMMISSION APPLICATION

Page 2 of 4

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Main Street Advisory Board.
- b) How long have you been a resident of the City of Villa Rica? ____ Years ____ Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____

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

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

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

I'm a Real Estate Investor
And The Downtown is important
To me!

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

APPLICANT STATEMENT

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Signature

Don Hupke 05/04/23

Printed Name

Date

Please return signed application to:

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

Fax: 770-459-7003
Email: adoyal@villarica.org

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

APPLICANT INFORMATIONName Douglas A. LangOccupation Retired Employer N/AHome Address 262 S. Carroll Rd.City Villa Rica State GA Zip 30180Phone (770) 862-5967 Email DAL59@ATT.NET

Which Board, Commission or Authority do you wish to be appointed to?

- | | |
|-------------------------------------|----------------------------------|
| ☒ | Downtown Development Authority |
| ☒ | Historic Preservation Commission |
| ☐ | Housing Authority Board |
| ☐ | Library Advisory Board |
| ☐ | Main Street Advisory Board |
| ☒ | Planning & Zoning Commission |
| ☐ | Recreation Advisory Commission |
| ☐ | Villa Rica Cemetery Committee |
| ☐ | Villa Rica Development Authority |

How long have you been a resident of Villa Rica? 28 yearsDo you own a business in Villa Rica? ☐ Yes ☒ No

If yes, what is the name and address of your business?

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

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

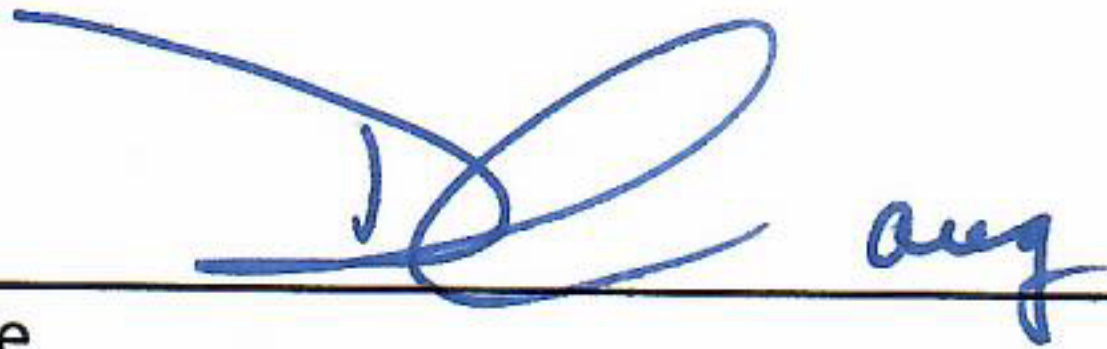
☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

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Signature

Douglas A. Lang

Printed Name

Dec. 29, 2023

Date

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

NO

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

NO

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I LOVE VR AND I WANT TO SERVE !

I HAVE experience in all of these AREAS.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):



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



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APPLICANT INFORMATION

Applicant Name: Dr. Anne K. Westfield, Sr.

Occupation: Retired Employer: _____

Home Address: 1013 Sycamore Lane City: Villa Rica Zip: 30180

Home Phone: (____) _____ Home E-Mail: akwfunds@gmail.com

Work Phone: (____) _____ Work E-Mail: _____

Cell Phone: (404) 484-4874 Preferred E-Mail: ☒ Home ☐ Work

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

Cemetery Commission
Library Advisory Board
Historic Preservation Commission
Main Street Advisory Board
Planning & Zoning Commission
Recreation Advisory Commission
Housing Authority Board

I'm open, any available

** (DDA) was advertised application submitted based on this*

b) How long have you been a resident of the City of Villa Rica? 6 Years 8 Months

c) Do you own a business within the city limits of Villa Rica? NO

If yes, what is the name and address of business?

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

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

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

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

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

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

If yes, please explain:

N/A

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

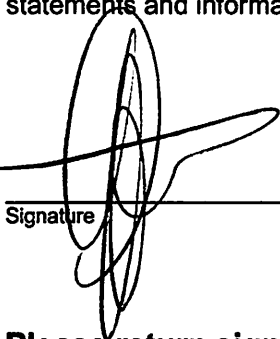
As a resident of the city of Villa Rica, this is an opportunity to enhance the quality of life for the residents of the city, I'm investing in my community.

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

actually as a retiree and resident, I'm open to any possibilities where my skill set fits the needs of the city.

APPLICANT STATEMENT

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



Signature

Andre Westfield

Printed Name

2/22/18

Date

Please return signed application to:

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointment to Downtown Development Authority

AGENDA DATE: April 9, 2024

DATE PREPARED: March 26, 2024

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: NA

GL ACCOUNT #: NA

FUNDING SOURCE: NA

BUDGETED ITEM? NA

PUBLIC HEARING: NA

PURPOSE: Appointment new member to the Downtown Development Authority

BACKGROUND: Downtown development authorities are used in cities throughout the state as a mechanism to revitalize and redevelop downtown central business districts. The authority is a seven-member board appointed by the City Council to serve staggered four-year terms.

The Downtown Development Authority has two vacancies. After advertising the vacancies, staff received six applications. The board interviewed four of the applicants and recommends two appointments to the board. One applicant was a no-show for the interview and another one withdrew their application.

Dr. Andre Westfield lives in Villa Rica and is retired from the State of Cobb-Douglas Public Health (1988-2018). He is interested in serving on the board and feels this would be an opportunity to enhance the quality of life for the residents of Villa Rica and has the time.

STAFF RECOMMENDATION: Staff recommend the appointment of Dr. Andre Westfield to the Downtown Development Authority to fill the unexpired term of Michael Young. Term will be 04-09-2024 – 12/31/2027.

IMPACT: NA

MOTION: Move to approve the appointment of Dr. Andre Westfield to the Downtown Development Authority to fill the unexpired term of Michael Young. Term will be 04-09-2024 – 12/31/2027.



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



APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name: Dr. Anne K. Westfield, Sr.

Occupation: Retired Employer: _____

Home Address: 1013 Sycamore Lane City: Villa Rica Zip: 30180

Home Phone: (____) _____ Home E-Mail: akwfunds@gmail.com

Work Phone: (____) _____ Work E-Mail: _____

Cell Phone: (404) 484-4874 Preferred E-Mail: ☒ Home ☐ Work

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

Cemetery Commission
Library Advisory Board
Historic Preservation Commission
Main Street Advisory Board
Planning & Zoning Commission
Recreation Advisory Commission
Housing Authority Board

I'm open, any available

** (DDA) was advertised application submitted based on this*

b) How long have you been a resident of the City of Villa Rica? 6 Years 8 Months

c) Do you own a business within the city limits of Villa Rica? NO

If yes, what is the name and address of business?

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

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

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

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

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

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

If yes, please explain:

N/A

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

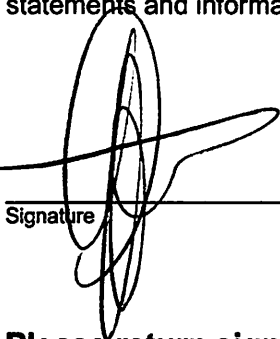
As a resident of the city of Villa Rica, this is an opportunity to enhance the quality of life for the residents of the city, I'm investing in my community.

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

actually as a retiree and resident, I'm open to any possibilities where my skill set fits the needs of the city.

APPLICANT STATEMENT

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



Signature

Andre Westfield

Printed Name

2/22/18

Date

Please return signed application to:

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229

APPLICANT INFORMATION

Name Brandon Swafford

Occupation Realtor Employer Flat Rock Realty

Home Address 222 Westview Dr.

City Villa Rica State GA Zip 30180

Phone 770-789-2363 Email swaff@swaff.net

Which Board, Commission or Authority do you wish to be appointed to?

- | | |
|-------------------------------------|----------------------------------|
| ☒ | Downtown Development Authority |
| ☐ | Historic Preservation Commission |
| ☐ | Housing Authority Board |
| ☐ | Library Advisory Board |
| ☐ | Main Street Advisory Board |
| ☐ | Planning & Zoning Commission |
| ☐ | Recreation Advisory Commission |
| ☐ | Villa Rica Cemetery Committee |
| ☐ | Villa Rica Development Authority |

How long have you been a resident of Villa Rica? 39 years

Do you own a business in Villa Rica? ☐ Yes ☒ No

If yes, what is the name and address of your business?

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

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

No

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

No

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I would love to see the downtown area thrive. With all of the new housing development, I believe there is a great opportunity to make the downtown area a place where residents can always count on something exciting happening whether it's a new restaurant or a fun concert.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☐ Yes ☒ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

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



Signature

BRANDON SWAFFORD

Printed Name

2-21-24

Date



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



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name: DON HUDGINS

Occupation: Real Estate Employer: HUDGINS PROPERTIES

Home Address: 80 GATEWOOD DRIVE City: MANIETTA Zip: 30068

Home Phone: (770) 462-1010 Home E-Mail: DONALD006@aol.com

Work Phone: (404) 886 6849 Work E-Mail: MAIN STREET 305@gmail.com

Cell Phone: () Preferred E-Mail: ☐ Home ☐ Work

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

City of Villa Rica

BOARD OR COMMISSION APPLICATION

Page 2 of 4

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Main Street Advisory Board.
- b) How long have you been a resident of the City of Villa Rica? ____ Years ____ Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____

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

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

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

I'm a Real Estate Investor
And The Downtown is important
To me!

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

APPLICANT STATEMENT

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



Signature

Don Hupke 05/04/23

Printed Name

Date

Please return signed application to:

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

Fax: 770-459-7003
Email: adoyal@villarica.org

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

APPLICANT INFORMATIONName Douglas A. LangOccupation Retired Employer N/AHome Address 262 S. Carroll Rd.City Villa Rica State GA Zip 30180Phone (770) 862-5967 Email DAL59@ATT.NET

Which Board, Commission or Authority do you wish to be appointed to?

- | | |
|-------------------------------------|----------------------------------|
| ☒ | Downtown Development Authority |
| ☒ | Historic Preservation Commission |
| ☐ | Housing Authority Board |
| ☐ | Library Advisory Board |
| ☐ | Main Street Advisory Board |
| ☒ | Planning & Zoning Commission |
| ☐ | Recreation Advisory Commission |
| ☐ | Villa Rica Cemetery Committee |
| ☐ | Villa Rica Development Authority |

How long have you been a resident of Villa Rica? 28 yearsDo you own a business in Villa Rica? ☐ Yes ☒ No

If yes, what is the name and address of your business?

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

Are you willing and able to attend training sessions on-site or off-site if provided by the City?

☒ Yes ☐ No

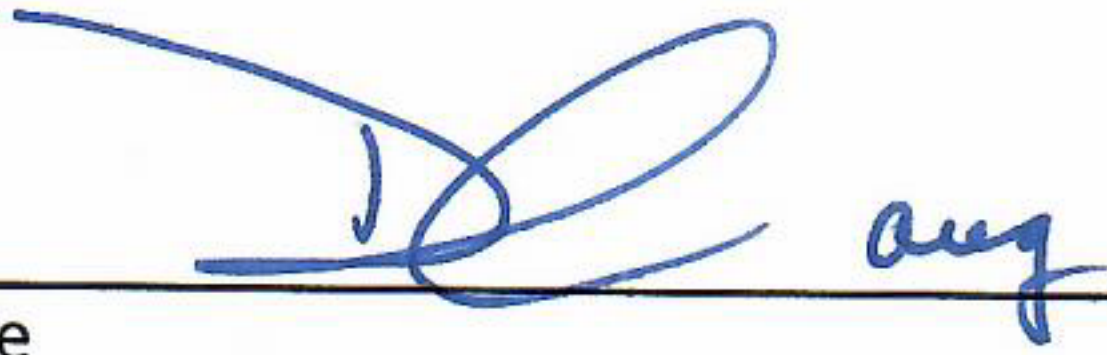
Are you able to meet the attendance requirements of the position for which you are applying?

☒ Yes ☐ No

APPLICANT STATEMENT

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

Signature



Printed Name

Douglas A. Lang

Date

Dec. 29, 2023

Do you know of any circumstances that would result in you having to abstain before the Board, Commission or Authority?

NO

Do you or your employer, or your spouse, child, relative, or their employers, do business with the City of Villa Rica? If yes, please explain.

NO

Do you have employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board, Commission and Authority?

☐ Yes ☒ No

If yes, please explain.

Please briefly explain your reasons for wishing to serve on the Board, Commission or Authority you select.

I LOVE VR AND I WANT TO SERVE !

I HAVE experience in all of these AREAS.

Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice?

☒ Yes ☐ No

If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2024 License Agreements with Los Cowboys Mexican Restaurant

AGENDA DATE: April 9, 2024

DATE PREPARED: March 22, 2024

PREPARED BY: Alisa Doyal, Main Street Manager

AMOUNT: NA

GL ACCOUNT #: NA

FUNDING SOURCE: NA

BUDGETED ITEM? NA

PUBLIC HEARING: NA

PURPOSE: Approval of the 2024 License Agreements with Los Cowboys Mexican Restaurant to provide the beer and wine and alcohol sales at the five events that Villa Rica Main Street will be hosting at The MILL amphitheater as listed below.

1. West Georgia Jazz Festival – Saturday, April 27
2. Summer Concert Series #1 – Saturday, June 1
3. Summer Concert Series #2 – Saturday, July 20
4. Summer Concert Series #3 – Saturday, August 3
5. Gold Rush Festival Concert – Friday, September 20

BACKGROUND: Beginning in 2016, Villa Rica Main Street began partnering with local restaurants with a catering license to sell beer and wine at The MILL amphitheater concerts. Villa Rica Main Street profits 50% of all sales. There have been no issues or concerns in the past with any of our alcohol related events.

For 2024, staff would like to partner with Los Cowboys Mexican Restaurant for the sale of beer and wine and alcohol. Mari Melendez's family owns Los Cowboys. She is also a member of the Villa Rica Downtown Development Authority and a city resident. Mari is in the process of obtaining a catering license.

STAFF RECOMMENDATION: Staff recommends the approval of the 2024 License Agreements with Los Cowboys Mexican Restaurant for the sale of beer and wine and alcohol at the five events that Villa Rica Main Street will be hosting as listed above.

IMPACT: Villa Rica Main Street is entitled to 50% of all sales. This helps to offset the expenses of the concerts. Providing these events such as concerts and festivals attracts our citizens and

visitors to our downtown which can increase spending at the local restaurants, shops, and hotels, and opportunities to showcase the downtown.

MOTION: Move to approve the 2024 License Agreements with Los Cowboys Mexican Restaurant to provide the sale of beer and wine and alcohol at the five events listed that Villa Rica Main Street will be hosting at The MILL amphitheater pending the approval of a catering license.

2024 LICENSE AGREEMENT

The License Agreement (“Agreement”) made this 9th day of April, 2024, by and between Los Cowboys Mexican Restaurant (the “Caterer”) and the City of Villa Rica (the “City”).

WHEREAS the City is sponsoring the West Georgia Jazz Festival to be held at The MILL amphitheater in Historic Downtown Villa Rica on Saturday, April 27; and

WHEREAS at the time of this Agreement, Caterer is one of three entities holding a caterer’s license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during the West Georgia Jazz Festival; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services;

1. The City contracts to license Caterer to provide the sale of beer and wine and alcohol at the West Georgia Jazz Festival to be held on Saturday, April 27 at The MILL amphitheater in Downtown Villa Rica, Georgia.
2. Caterer agrees to provide said services for the West Georgia Jazz Festival during a time to be agreed upon between Caterer and the Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine and alcohol within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the proceeds of all sales exclusive of its costs and expenses for the provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.
8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.
9. This License Agreement is conditioned upon the approval of the West Georgia Jazz Festival by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of The MILL amphitheater.
10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this 9th day of April, 2024.

LOS COWBOYS MEXICAN RESTAURANT

BY: _____

CITY OF VILLA RICA

BY: _____

2024 LICENSE AGREEMENT

The License Agreement (“Agreement”) made this 9th day of April, 2024, by and between Los Cowboys Mexican Restaurant (the “Caterer”) and the City of Villa Rica (the “City”).

WHEREAS the City is sponsoring Summer Concert #1 to be held at The MILL amphitheater in Historic Downtown Villa Rica on Saturday, June 1; and

WHEREAS at the time of this Agreement, Caterer is one of three entities holding a caterer’s license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Summer Concert #1; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services;

1. The City contracts to license Caterer to provide the sale of beer and wine and alcohol at the Summer Concert #1 to be held on Saturday, June 1 at The MILL amphitheater in Downtown Villa Rica, Georgia.
2. Caterer agrees to provide said services for Summer Concert #1 during a time to be agreed upon between Caterer and the City of Villa Rica Events Manager.
3. Caterer shall have the exclusive right to sell beer and wine and alcohol within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the proceeds of all sales exclusive of its costs and expenses for the provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.
8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.
9. This License Agreement is conditioned upon the approval of Summer Concert #1 by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of The MILL amphitheater.
10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this 9th day of April, 2024.

LOS COWBOYS MEXICAN RESTAURANT

BY: _____

CITY OF VILLA RICA

BY: _____

2023 LICENSE AGREEMENT

The License Agreement (“Agreement”) made this 9th day of April, 2024, by and between Los Cowboys Mexican Restaurant (the “Caterer”) and the City of Villa Rica (the “City”).

WHEREAS the City is sponsoring Summer Concert #2 to be held at The MILL amphitheater in Historic Downtown Villa Rica on Saturday, July 20; and

WHEREAS at the time of this Agreement, Caterer is one of three entities holding a caterer’s license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Summer Concert #2; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services;

1. The City contracts to license Caterer to provide the sale of beer and wine and alcohol at the Summer Concert #2 to be held on Saturday, July 20 at The MILL amphitheater in Downtown Villa Rica, Georgia.
2. Caterer agrees to provide said services for Summer Concert #2 during a time to be agreed upon between Caterer and the Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine and alcohol within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the proceeds of all sales exclusive of its costs and expenses for the provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.
8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.
9. This License Agreement is conditioned upon the approval of Summer Concert #2 by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of The MILL amphitheater.
10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this 9th day of April, 2024.

LOS COWBOYS MEXICAN RESTAURANT

BY: _____

CITY OF VILLA RICA

BY: _____

2023 LICENSE AGREEMENT

The License Agreement (“Agreement”) made this 9th day of April, 2024, by and between Los Cowboys Mexican Restaurant (the “Caterer”) and the City of Villa Rica (the “City”).

WHEREAS the City is sponsoring Summer Concert #3 to be held at The MILL amphitheater in Historic Downtown Villa Rica on Saturday, August 3; and

WHEREAS at the time of this Agreement, Caterer is one of three entities holding a caterer’s license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Summer Concert #3; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services;

1. The City contracts to license Caterer to provide the sale of beer and wine and alcohol at the Summer Concert #3 to be held on Saturday, July 20 at The MILL amphitheater in Downtown Villa Rica, Georgia.
2. Caterer agrees to provide said services for Summer Concert #3 during a time to be agreed upon between Caterer and the Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine and alcohol within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the proceeds of all sales exclusive of its costs and expenses for the provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.
8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.
9. This License Agreement is conditioned upon the approval of Summer Concert #3 by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of The MILL amphitheater.
10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this 9th day of April, 2024.

LOS COWBOYS MEXICAN RESTAURANT

BY: _____

CITY OF VILLA RICA

BY: _____

2023 LICENSE AGREEMENT

The License Agreement (“Agreement”) made this 9th day of April, 2024, by and between Los Cowboys Mexican Restaurant (the “Caterer”) and the City of Villa Rica (the “City”).

WHEREAS the City is sponsoring Gold Rush Festival Concert to be held at The MILL amphitheater in Historic Downtown Villa Rica on Saturday, September 20; and

WHEREAS at the time of this Agreement, Caterer is one of three entities holding a caterer’s license under the City of Villa Rica Beverage Code; and

WHEREAS the City desires to license the services of the Caterer to provide exclusive alcoholic beverage service during Gold Rush Festival Concert; and

WHEREAS the parties do desire to formalize the terms under which the Caterer will provide said services;

1. The City contracts to license Caterer to provide the sale of beer and wine and alcohol at the Gold Rush Festival Concert to be held on Saturday, September 20 at The MILL amphitheater in Downtown Villa Rica, Georgia.
2. Caterer agrees to provide said services for the Gold Rush Festival Concert during a time to be agreed upon between Caterer and the Villa Rica Main Street Manager.
3. Caterer shall have the exclusive right to sell beer and wine and alcohol within the confines of the event. The City shall establish the confines of the event by the placement of fence around all areas where alcoholic beverages may be purchased, possessed and consumed.
4. Caterer agrees they shall possess a current catering alcoholic beverage license authorized by the City.
5. Caterer shall provide a certificate of insurance to the City upon request which will reflect that they possess sufficient insurance coverage for the provision of its services during the event.
6. In consideration of the services to be provided by the Caterer, the Caterer shall be entitled to receive an amount equal to fifty percent (50%) of the proceeds of all sales exclusive of its costs and expenses for the provision of the catering services. The costs and expenses of the catering services shall include labor expenses, cost of goods sold, and any applicable federal, state, and local taxes. The City shall receive an amount equal to fifty percent (50%) of net proceeds as consideration for licensing caterer as the exclusive provider of services for the event.

7. Caterer shall cooperate with the City in the accounting for all costs and expenses as well as the net proceeds received from the event.
8. Caterer will be responsible for the provision of any necessary set-up and clean-up for the services to be provided.
9. This License Agreement is conditioned upon the approval of Gold Rush Festival Concert by the Mayor and Council of Villa Rica. It is further conditioned upon the approval of the Mayor and Council to authorize the sale, possession, or consumption of alcoholic beverages upon the premises of The MILL amphitheater.
10. It is specifically agreed that the Mayor and Council, the City Manager, or the Police Chief of the City or their designee retain the right to terminate the sale, possession, or consumption of alcoholic beverages at the festival or upon City property for any reason at any time.

IT IS SO AGREED on this 9th day of April, 2024.

LOS COWBOYS MEXICAN RESTAURANT

BY: _____

CITY OF VILLA RICA

BY: _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

A. Liquor Liability Aggregate Limit:
\$ 2,000,000
B. Each Common Cause Limit:
\$ 1,000,000
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:

A. The insurance provided under Paragraph **A.1. Business Liability**, also applies to all "bodily injury" or "property damage" arising out of the selling, serving or furnishing of alcoholic beverages.

B. For the insurance provided by this endorsement only, Paragraph **B. Exclusions** is amended as follows:

1. Paragraph 1. **Applicable To Business Liability Coverages**, other than Exclusions **a. Expected Or Intended Injury**, **d. Workers' Compensation And Similar Laws** and **e. Employer's Liability**, does not apply.

2. The following exclusions are added:

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

b. "Bodily injury" or "property damage" arising out of "your product". This exclusion does not apply to "bodily injury" or "property damage" for which the insured or the insured's indemnities may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

c. Any "bodily injury" or "property damage" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the Limits of Insurance.

This exclusion does not apply if the other insurance responds to liability for "bodily injury" or "property damage" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

C. The following are added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance**:

D. Liability And Medical Expenses Limits Of Insurance

5. The Liquor Liability Aggregate Limit shown in the Schedule of this endorsement is the most we will pay for all "bodily injury" and "property damage" as the result of the selling, serving or furnishing of alcoholic beverages.

6. Subject to the Liquor Liability Aggregate Limit, the Each Common Cause Limit shown in the Schedule of this endorsement is the most we will pay for all "bodily injury" or "property damage" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of alcoholic beverages to any one person.

Neither the Liability And Medical Expenses Limit of Insurance shown in the Declarations nor its aggregate limits apply to damages arising out of the selling, serving or furnishing of alcoholic beverages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Associated Insurance Markets 112 Newnan Rd. Carrollton GA 30117		CONTACT NAME: Associated Ins PHONE (A/C, No, Ext): (770) 834-7600 FAX (A/C, No): (770) 830-1599 E-MAIL ADDRESS: carol@associatedinsurancemarkets.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: MAIN ST. AMER ASSURANCE CO.	NAIC # 29939
INSURED Arandas Inc 113 MAIN ST VILLA RICA GA 30180-2007		INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BPZ0769H	12/18/2023	12/18/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			BPZ0769H	12/18/2023	12/18/2024	AGGREGATE LIMIT 2,000,000 EACH COMMON CAL 1,000,000 LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Villa Rica

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: July 3rd Fireworks Display Contractor Recommendation
AGENDA DATE: April 9, 2024

DATE PREPARED: March 20, 2024
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$35,000
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: Recreation Programs/ Special Events Budget
BUDGETED ITEM? Yes

PURPOSE: The Parks & Recreation Department is requesting the approval of a vendor to provide the Fireworks Display for Wednesday, July 3, 2024.

BACKGROUND: The department solicited competitive bids for the provision of the Fireworks display for the annual Fireworks Display Extravaganza. There was one successful response to the RFP.

STAFF RECOMMENDATION: Staff recommend approving Pyro Shows East Coast to provide the Fireworks.

IMPACT: Provides an exciting and fun atmosphere for local residents and guests who wish to celebrate Independence Day in the City of Villa Rica.

MOTION: I move to approve Pyro Shows East Coast to provide the Fireworks Display for the City of Villa Rica's July 3rd Fireworks Display Extravaganza in the amount of \$35,000.



REQUEST FOR PROPOSAL – FIREWORKS

PROPOSAL NUMBER: RFP 24-001PR | ISSUE DATE: FEBRUARY 5

The City of Villa Rica Parks & Recreation Department seeks sealed bids for its Wednesday, July 3, 2024 Fireworks Display. Proposals must be received no later than **2:00 pm on Friday, February 23, 2024**

No late proposals will be accepted.

Send proposals to:
Villa Rica Recreation Department
Attn: Administrative Office, Gold Dust Park
Reference Proposal No. RFP 24-001PR
646 Industrial Blvd
Villa Rica, GA 30180

In determining the responsive and responsible bidder, in addition to price, the following may be taken into consideration:

- a) The ability, capacity and skill of the bidder to perform the contract.
- b) The character, integrity, reputation, judgment, experience and efficiency of the contractor.
- c) The quality of performance on previous contracts of similar size and budget.

For any questions, please email:
Tara Ivey, Administrative Manager
Email: tivey@villarica.org
No Phone Calls Please

SPECIAL INSTRUCTIONS

Parties interested in acquiring this contract with the City of Villa Rica's Parks & Recreation Department shall submit one copy of the proposal package to meet the requirements below:

1. All bids must be labeled **"City of Villa Rica Parks & Recreation Department - Fireworks"**.
2. Bidders must be properly licensed and secure necessary permits wherever applicable.
3. Complete Mandatory Bid Submittal Form
4. Complete City of Villa Rica vendor information packet, if not currently a vendor. Responsive documents are available online [Purchasing - City of Villa Rica, Georgia.pdf](#)
5. Preservation of Rights: The owner reserves the right to reject any and/or all bids and waive all minor technicalities, informalities and irregularities. The owner reserves the right to accept the bid, which in the judgment of the Owner, is in their best interest.
6. The City of Villa Rica is the sole determiner of a qualified bidder and may request other information sufficient to determine bidder's ability to meet these minimum standards listed above. Request for information contained in this section may also occur at any time during the effective period of this Contract, or any extension/renewal thereof.
7. List of 3 references including Company name, contact person, address, phone number and e-mail.
8. Termination of Contract: The City of Villa Rica may, at any time they deem necessary, terminate this agreements with thirty (30) calendar days written notice.
9. Freight Terms: Unless otherwise noted, all freight and shipping must be prepaid. All freight charges must be included in prices submitted on proposal.
10. Discounts: Any discounts allowed prompt payment, etc., must be noted and reflected in bid figures and not entered as separate pricing on the proposal form.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: RFP 24-001PR

City of Villa Rica Parks & Recreation Department: Fireworks

Name of Company submitting proposal: _____

Address of Company: _____

Contact Person: _____

E-mail Address: _____

Phone Number: _____

Cell Phone #: _____

Signature: _____ Date: _____

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

Description:

- I. **INTENT:** It is the intent of the CITY to procure the services of a qualified CONTRACTOR(s) to shoot the fireworks display. The show is to be computer designed, musically choreographed and digitally fired, including expanded requirements for electrical firing systems and equipment. The standard for this provision is the "Fire One® system" or equivalent electronic firing system.
- II. **PERFORMANCE STANDARDS:** CONTRACTOR must:
 - a) Observe and comply with all of the current N.F.P.A. Code 1123 and the Georgia Building Code as adopted by Carroll County, and any changes to the codes enacted during the term of the contract. To include all updated regulations regarding displays.
 - b) Fire show by computer firing only. In the event of an electrical malfunction, vendor is to describe alternate firing methods that would be used to complete the show.
 - c) Provide, deliver and secure fireworks to the designated point of fire area.
 - d) All firework shells and boxes shall be readily marked for identification, including size and what shells contain multiple projections so that inventory can be confirmed prior to set up. Boxes must be inventoried prior to set up.
- III. **TECHICIANS/PERSONNEL:** A minimum of two (2) licensed pyro-technicians plus an applicable number of handlers to help set-up are required. The two (2) pyro-technicians each must have a minimum experience of ten (10) major electronically fired shows and a minimum of five (5) years certified experience in the handling, transporting and discharge of fireworks.
- IV. **TIME OF DISPLAY:** Display shall begin promptly at a time mutually agreed upon by the City and the Contractor. Typically, this time is 9:20pm. E.S.T.
- V. **CONTRACTOR RESPONSIBILITIES:** Contractor shall, at a minimum, ensure the following:

- a) Must be setup no later than 8:00 a.m. Wednesday, July 3, 2024. The contract may begin setup the day before.
- b) Provide radio communications, including a minimum radios for shooter, and designated CITY staff, for the day of the show beginning with the inventory check at 8:00 am, and maintain radio contact throughout the day. In addition, provide the shooter with a working cellular phone, and provide the designated CITY personnel with the cellular phone number.
- c) Provide to the designated CITY staff one week before the shoot, a printed, detailed, itemized, inventory shipping list of all shells shipped for the fireworks display.
- d) Prior to the loading of the shells, provide an on-site inventory check of shells with assigned CITY staff at a mutually agreed upon time but no later than 12:00 noon on the day of the show. All fireworks packages shall be clearly labeled as to size, type, quantity and country of origin.
- e) Provide to the CITY, as early as possible, but no less than three (3) weeks prior to the shoot, a copy of all applicable permits (fire, police, local and state approval).
- f) Provide compliance with all state and local requirements.
- g) Provide to the CITY a copy of the approved fireworks permit submitted to the Carroll County Probate Court, as early as possible, but no less than three (3) weeks prior to the shoot.
- h) Allow access of CONTRACTOR operations to the Carroll County Fire Marshall all times on the day of the display.
- i) Provide written procedures outlining plans for delivery, set-up and discharge of fireworks display in response to variable weather.

VI. CITY RESPONSIBILITIES. The City shall, at a minimum, ensure the following:

- a) Police presence to be available for patrolling display area to maintain a safety zone around the shooting area.
- b) A member from the CITY Parks and Recreation staff to coordinate with the CONTRACTOR and act as a representative of the CITY on matters not directly relating to safety or regulations.
- c) A member of the CITY Parks and Recreation staff to count and inventory all shells prior to loading.
- d) This employee will verify the actual number of shells delivered vs. the proposed shell count submitted in this RFP.

VII. INCLEMENT WEATHER: In the event the show is completely canceled due to weather conditions, (as determined by CITY personnel) the CITY reserves the right to reschedule or to completely cancel the display. CONTRACTOR is to outline in CONTRACTOR's proposal what price, if any, CONTRACTOR may charge if show is postponed or completely cancelled due to weather conditions. The will be no rainout date.

VIII. MINIMUM REQUIREMENTS OF DISPLAY: The City is requesting a bid price as follows:

CITY OF VILLA RICA | PROPOSAL NUMBER: RFP 24-001PR

- a) A show is divided into four segments including an opening barrage, main body, false finale, and grand finale
- b) A minimum of at least (200) 6" shells.
- c) A minimum of at least (250) 5" shells.
- d) A minimum of at least (250) 4" shells.
- e) A variety of special effect shells including special effect barrage boxes, Saturn's, smiley faces, etc.
- f) A false ending prior to the grand finale.
- g) Total should be based on a minimum number of 1400 shells **NOT TO INCLUDE** flashing strobes or reports. The majority of shells should fall in the range of 4" to 6" high-grade shells.
Note: *Vendors will not be disqualified if they cannot meet the shell count requested.*

Firing locations shall be from a minimum of four separate locations with the main battery located at the back in the center and with additional batteries located a minimum of 100' in front of and flanking the main battery to the left and right. Some mortars shall be angled to the left and right of center to diminish the "white out" effect of a multitude of shells exploding in the same volatile air space.

- IX. **INSURANCE REQUIREMENTS** – The selected *Fireworks Company* agrees to provide Liability Insurance containing contractual Indemnification Coverage in the amount of five million dollars (\$5,000,000.00), in addition to Worker's Compensation Insurance for operators and crew members no later than thirty days prior to the scheduled event, naming the following on the Certificate of Insurance as Additional Insured:

The City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

- X. **HOLD HARMLESS STATEMENT** – The following statement must be included in the accepted contract – *Fireworks Company (your name)* 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 *Fireworks Company (your name)*, hereunder.

PART II

ADDITIONAL CONSIDERATIONS FOR AWARD/AWARD PROCEDURES

The contract award will be based on certain objective and subjective considerations listed below:

1. **PROGRAM SELECTION**: This section will be scored on the following criteria:
 - a) Total number of shells – including specialty colors and size of shells, variety and uniqueness of shells. A listing and descriptions of specific shells will be preferred.
 - b) Very limited number of three and four inch shells. (*see PART I, section IX*)
 - c) High quantity of special effects shells, i.e. multiple break shells, amount of shells per minute, lack of dead air time.
 - d) Length of show – **SHOW MUST BE AT LEAST 20 MINUTES DURATION.**
 - e) Dead Spots – The maximum number of seconds with no shells exploding shall be by 5 seconds.

- f) Cancellation Policy.
- g) Meeting all specifications as outlined in Scope of Work. (Cakes, Roman Candles and other special effects will be taken into consideration but will not be calculated into the total shell count of the show)

2. **EXPERIENCE AND QUALIFICATIONS:** This section will be scored on the following criteria:

- a) Experience and qualifications of pyro-technicians, size of crew, and number of shooters onsite.
- b) Length and quality of company experience.
- c) Performance of other fireworks displays shows, including safety records.
- d) Prior failure (if any) to perform awarded contract.
- e) Previous material violations, if any, of federal, state, or local regulations.
- f) Specific references from the past three years with contact names, email addresses and phone number.

3. **ESTIMATED COST TO THE CITY:** This section will be scored on the following criteria:

- a) Price of display.
- b) Price for postponement of show
- c) Price for cancellation of show

4. **SHOW VALUE:** This section will be scored on the following criteria:

- a) Total shells in opening barrage: (not including reports)
- b) Total shells in main body of show (not including reports)
- c) Total shells in false finale (not including reports)
- d) Total shells in finale (not including reports)
- e) Total number of 6" or larger shells (not including reports)
- f) Total number of 5" shells
- g) Total number of special effect shells as described in proposal (NOTE: If staff cannot determine and/or identify the effect, based on the contractor's description in their proposal, the shell will not be counted as a special effect shell.

5. **FIRING SYSTEM AND CHOREOGRAPHY:**

- a) Musically choreographed in a studio with firing points built in to disc or storage device (Describe steps and procedures to be used)
- b) Computer fired using the "Fire One®" system or equivalent. (Describe/identify system to be used)
- c) Backup plan identified in the event of electronic failure

Each category will be evaluated for each proposer. Scoring shall be at the sole discretion of the evaluator(s) whose decision is final and not up for discussion or further interpretation. Bidders are therefore encouraged to be specific and concise with their descriptions. Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City based upon the information and references contained in the proposals as submitted. If necessary, the committees will then conduct discussions, for clarification purposes only and score the proposals. The committee will then make a recommendation to the City Council for award.

PART III

REQUIREMENTS OF THE PROPOSAL

Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

REFERENCES

Reference No. 1 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____

Reference No. 3 of 3

Company Name: _____

Street Address: _____

City/State/ZIP code: _____

Primary Contact: _____

E-mail Address: _____

Phone Number: (_____) _____

Cell Phone Number: (_____) _____



February 23, 2024

Villa Rica Recreation Department
Attn: Tara Ivey Administrative Manager
646 Industrial Blvd
Villa Rica, GA 30180

REF: RFP 24-001PR

Dear **Tara**, Please find attached Pyro Shows East Coast, Inc's formal bid submission response to the City of Villa Rica, Georgia **RFP 24-001PR request**.

Upon your review should you find you have any additional questions, please feel free to contact me at your earliest opportunity.

Thank You!

Rick Lambright | *Show Director*
PYRO SHOWS EAST COAST, INC.

4652 Catawba River Road | Catawba, SC 29704
m 770.560.6887 | **t** 800.238.5114 | **f** 423.562.9171

Pyro shows East Coast, Inc
P O Box 1776 LaFollette, TN 37766
(P) 800 -238-5114 - (F) 423- 562-9171 – www.pyroshows.com



Custom Fireworks **Proposal**

Presented to,

City of Villa Rica

Independence Day Celebration
July 3, 2024 - RFP24-001PR

Submitted by,

Rick Lambright
Show Director

pyroshows.com



MANDATORY BID SUBMITTAL FORM

BID NUMBER: RFP 24-001PR

City of Villa Rica Parks & Recreation Department: Fireworks

Name of Company submitting proposal: PYRO SHOWS EAST COAST , INC

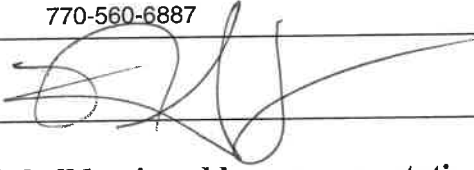
Address of Company: P O BOX 1776 LAFOLLETTE , TN 37766

Contact Person: RICK LAMBRIGHT

E-mail Address: r.lambright@pyroshows.com

Phone Number: 803-789-5733

Cell Phone #: 770-560-6887

Signature:  Date: 2/22/2024

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

Description:

- I. **INTENT:** It is the intent of the CITY to procure the services of a qualified CONTRACTOR(s) to shoot the fireworks display. The show is to be computer designed, musically choreographed and digitally fired, including expanded requirements for electrical firing systems and equipment. The standard for this provision is the "Fire One® system" or equivalent electronic firing system.
- II. **PERFORMANCE STANDARDS:** CONTRACTOR must:
 - a) Observe and comply with all of the current N.F.P.A. Code 1123 and the Georgia Building Code as adopted by Carroll County, and any changes to the codes enacted during the term of the contract. To include all updated regulations regarding displays.
 - b) Fire show by computer firing only. In the event of an electrical malfunction, vendor is to describe alternate firing methods that would be used to complete the show.
 - c) Provide, deliver and secure fireworks to the designated point of fire area.
 - d) All firework shells and boxes shall be readily marked for identification, including size and what shells contain multiple projections so that inventory can be confirmed prior to set up. Boxes must be inventoried prior to set up.
- III. **TECHICIANS/PERSONNEL:** A minimum of two (2) licensed pyro-technicians plus an applicable number of handlers to help set-up are required. The two (2) pyro-technicians each must have a minimum experience of ten (10) major electronically fired shows and a minimum of five (5) years certified experience in the handling, transporting and discharge of fireworks.
- IV. **TIME OF DISPLAY:** Display shall begin promptly at a time mutually agreed upon by the City and the Contractor. Typically, this time is 9:20pm. E.S.T.
- V. **CONTRACTOR RESPONSIBILITIES:** Contractor shall, at a minimum, ensure the following:

Your Event

City of Villa Rica

Independence Day Celebration

July 3, 2024 - RFP24-001PR

As a professional firework display company, Pyro Shows' key objectives are to provide a **SAFE** and **EPIC** show! Several factors must align to achieve a successful production at a cost-effective price point for you.

Pyro Shows uses a combination of proprietary methods along with the latest technology.



Safety

Anytime explosives are handled, safety should be at the absolute top of the priority list. Pyro Shows' company culture begins with safety and exceeds beyond regulatory requirements.



Innovative Technology

Our firing method for professional displays is a combination of firing equipment developed by Pyro Shows in conjunction with the latest firing systems technology.



Production Value

We begin with your vision and bring it to life by designing a custom, turn-key production. Our products are carefully selected from reputable suppliers, then tested internally to monitor safety and evaluate performance.



Insurance & Compliance



Included Services

All pyrotechnic permit applications, supporting documents, and processing fees required by:

City	FAA NOTAM
County	USCG
State	State Resource & Mgt Agencies

Insurance Coverage

General Liability \$10,000,000

Auto Liability \$10,000,000

Workers Comp \$ 1,000,000

Workers Comp includes U.S. Longshoreman and Harbormaster coverage.

Insurance Agencies:

Britton-Gallagher- Acrisure Partner

Compliance

BATFE—Bureau Alcohol, Tobacco, Firearms & Explosives

FAA—Federal Aviation Administration

U.S. Coast Guard

NFPA 1123 & 1124

Seriously Safe



Pyro Shows Safety Protocols

Although fireworks are fun and festive, Pyro Shows is very serious about safety. Our company culture revolves around "best safety practices" and routine safety training. Safety is not just our job, it's our number one priority!

Check the Facts

We get it. Business is business, but before anyone hires a fireworks company, we encourage fact-checking all firework companies who are contenders! Although it often comes down to dollars and ***cents***, choosing the right company should always make ***sense***. We recommend considering specific criteria including company experience, reputation, regulatory compliance, customer service, and insurance coverage (general liability, auto, workers compensation). Also, verify the company has a USDOT number and Hazmat Safety Permit, specifically for 1.3g explosives.

CONTINUOUSLY MONITORED



SAFETY TRAINING

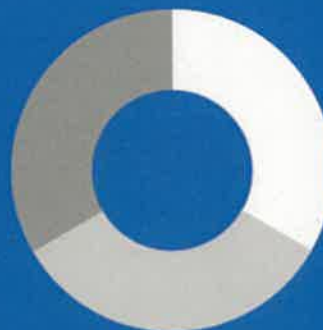


LICENSED PYROTECHS



SAFETY COMPLIANCE

PYROTECH SAFETY CREDENTIALS



- STATE LICENSED
- CURRENT CE HOURS
- ATF CLEARANCE

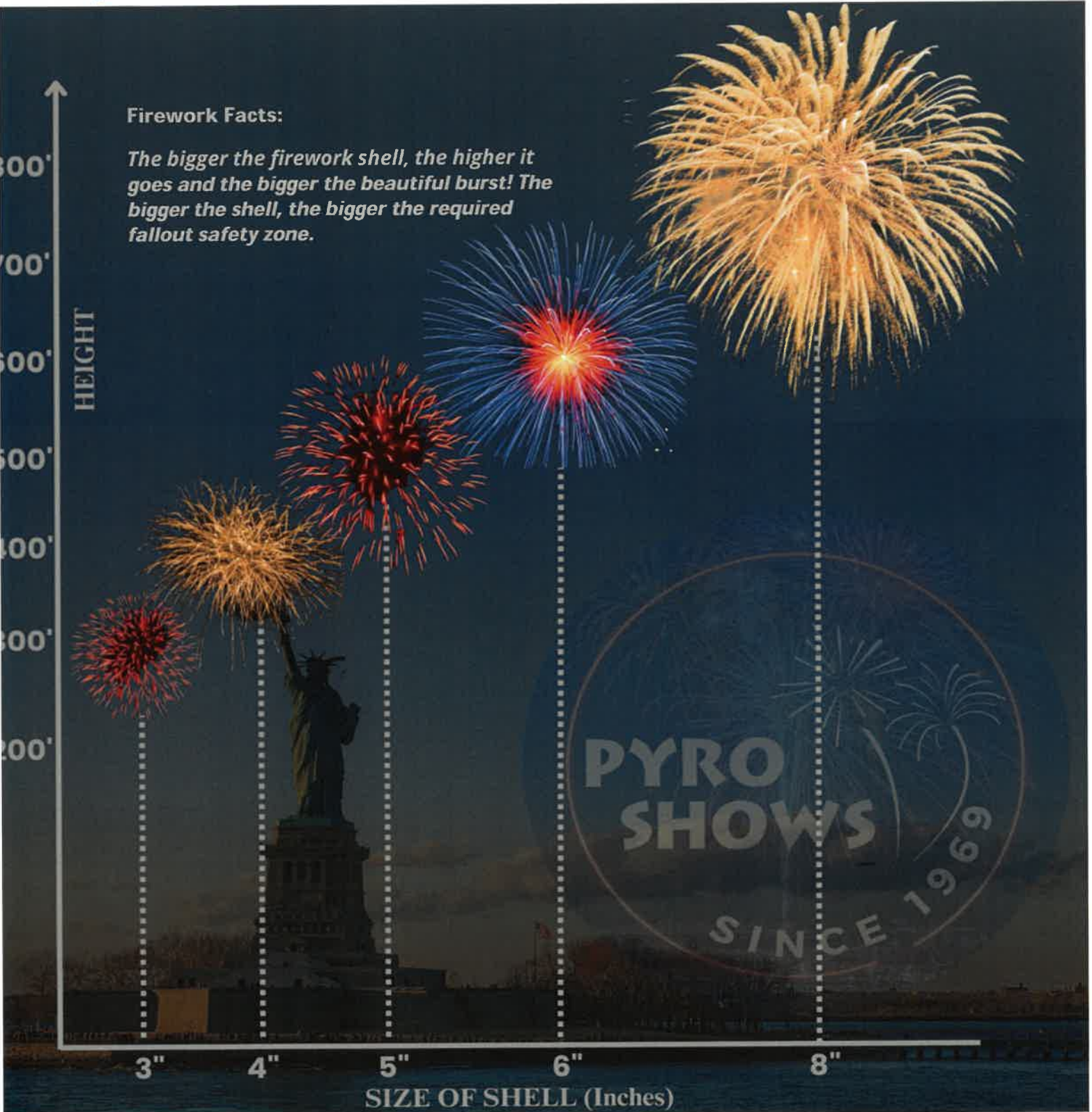


Aerial Shells 101

When you think firework “shell”, think of a rounded firecracker that comes in 5 sizes. Check our graphic below. If a 3-inch shell goes 300 feet high and has a 300 foot diameter burst, an 8-inch shell climbs 800 feet with a burst 800 feet in diameter! We’ve checked your venue with satellite imaging and have determined the largest fireworks that may be launched safely.

Firework Facts:

The bigger the firework shell, the higher it goes and the bigger the beautiful burst! The bigger the shell, the bigger the required fallout safety zone.



Show Design



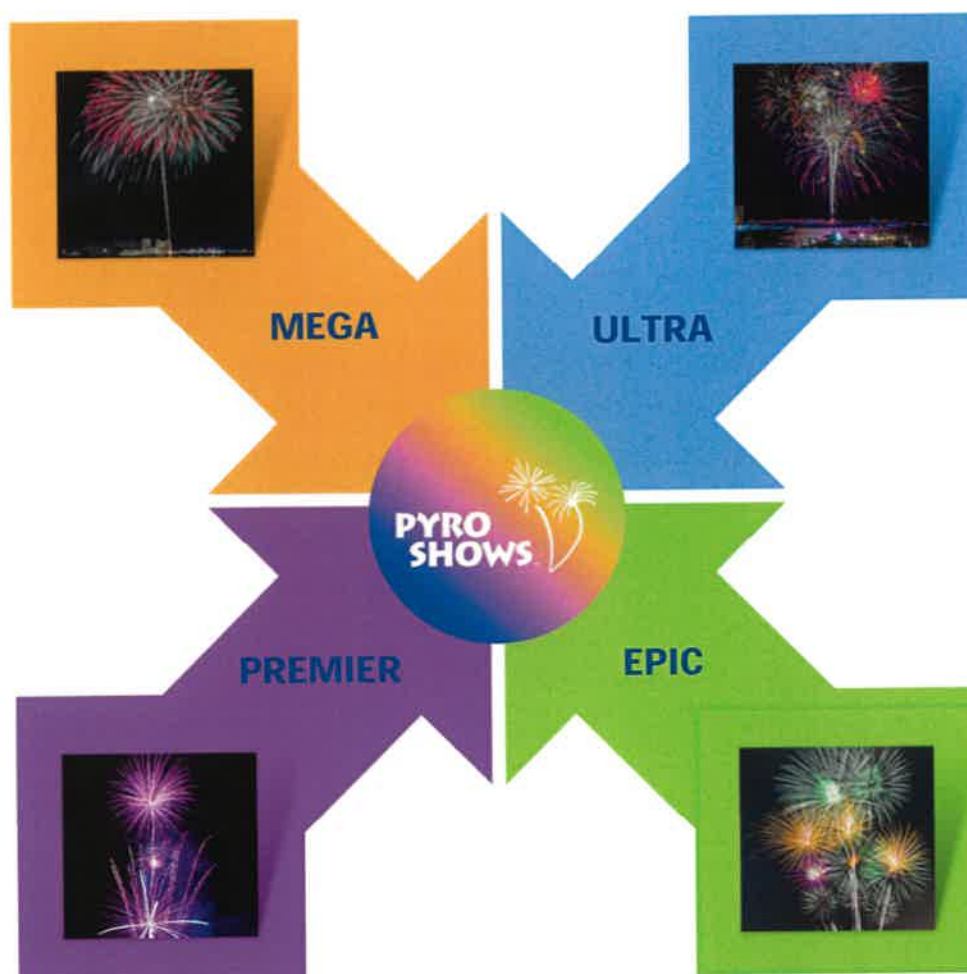
Your custom show has been designed using 4 classifications of visual effects.

MEGA effects are classic designs including chrysanthemum, dahlia, and stained glass.

ULTRA effects are more intricate multiple effects and are comprised of prestige imported shells.

PREMIER effects are the brightest, most vivid colors available and often break with size, pattern, and density of shells twice their size.

EPIC effects are multiple effects of two or more shells stacked.



Shell Summary



A shell summary is an itemization of the number of aerial shells in each specific size that make up the show design. The shells are categorized into two presentations: the Main Body and the Grand Finale.

The City of Villa Rica					
Open					
Size	MEGA Qty	ULTRA Qty	PREMIER Qty	EPIC Qty	Sub Total
3" Shell	15	15	15	15	60
4" Shell	0	0	0	0	0
5" Shell	1	2	2	2	7
6" Shell	0	0	0	3	3
8" Shell	0	0	0	0	0
Open Body Total					70
Main Body					
Size	MEGA Qty	ULTRA Qty	PREMIER Qty	EPIC Qty	Sub Total
3" Shell	45	45	45	45	180
4" Shell	45	45	45	45	180
5" Shell	29	30	30	30	119
6" Shell	25	25	25	27	102
8" Shell	0	0	0	0	0
Main Body Total					581

Shell Summary



A shell summary is an itemization of the number of aerial shells in each specific size that make up the show design. The shells are categorized into two presentations: the Main Body and the Grand Finale.

The City of Villa Rica					
False Finale					
Size	MEGA Qty	ULTRA Qty	PREMIER Qty	EPIC Qty	Sub Total
3" Shell	30	30	30	30	120
4" Shell	0	0	0	0	0
5" Shell	1	2	2	2	7
6" Shell	0	0	12	3	3
8" Shell	0	0	0	0	0
False Finale Total					130
Grand Finale					
Size	MEGA Qty	ULTRA Qty	PREMIER Qty	EPIC Qty	Sub Total
3" Shell	96	96	24	24	300
4" Shell	0	0	0	0	0
5" Shell	1	2	2	2	7
6" Shell	0	0	3	3	6
8" Shell	0	0	0	0	0
Grand Finale Total					313
Total Shell Count					2515

“Cake” Fireworks



When we add elements of cake fireworks into the design of a show, this simply means that your audience has a vantage point where they can see effects that begin at ground-level, in addition to fireworks that go hundreds of feet into the sky before they are seen.

Our inventory of cakes consists of a variety of effects, and we are including a sample below to give you a visual idea of color and appearance.

 Brocade Crown Bright sparkling comets leaving bright gold tails.	 Eruption Candles Multiple shots fired from one device displaying a beautiful fan effect.	 Peacock w/ Thunder Fast-paced and very loud attention grabbing results.	 Color Tail to Silver Glitter Willow Colored comets that break into glittery willow tree effects.	 Mixed Color Chrys Spherical break of multicolored stars that leave a visible trail.
 Multicolor Umbrella Bright tri-color bursts and effects are bold and lingering.	 Splendid Silver Tail Comets of bold hues of red, blue and silver.	 Peachblow w/ Lemon Tail Yellow and pink comets that sweep lively back and forth.	 Assorted Salute Salutes are the noise in the grand finale. Very loud and enhance excitement.	 Red, White, Blue Peony Spherical break of yellow, pink, and orange stars.

Cake Summary



"Cake" fireworks are bound clusters of fireworks that begin at ground-level. In other words, aerial "shell" fireworks climb up several hundred feet in the sky and are seen high when they burst. Cake fireworks begin at ground level and visually seen from the ground up to a few hundred feet.

Cakes create a beautiful layered effect when shot with aerial fireworks.

Qty	Description	Shots
3	49- Shot 1.25" Red & Blue Mines—Opening	147
3	50-Shot P 1.25" Color Tail to Silver Glitter Willow	150
6	100-Shot 1.25" Splendid Silver Tail	600
3	36-Shot 2.0" Rec ,White , Blue Peony	108
2	36– shot 2.5" Brown Crown	72
2	100 –Shot 1.25 " Assorted Chrys or Salute - Finale	200
2	36—Shot 2.5" Finale Color	72
Total Shots		1,421

Show Summary



The Show Summary is the total number of main body aerial fireworks, cake effects, and grand finale fireworks that make up the total spectacular show design!

The City of Villa Rica Show Date: July 3, 2024 Show Time: 9:35 PM ET Show Duration: 20 Mintues Show Cost: \$35,000.00			
Description			Shots
Main Body Display			581
Cake Display			1421
Grand Finale Display			513
Total Shots			2,515

Pyro Shows Workflow

The professional fireworks industry is a very unique industry. For every show we do, whether it's a small birthday party to an extravaganza on the 4th of July, *each show* goes through a workflow of multiple layers.

Here is a **brief** summary of the attention Pyro Shows will give YOUR show!

1 Administrative



Once Show Directors have performed site evaluations, completed the show design process, and coordinated crews—the admin process may begin!

Lots of moving documents! Contracts, sales orders, insurance certificates, site diagrams, product summaries, regulatory information, processing paperwork for local and state permit applications. The list goes on!

2 Design and Scripting



Select each firework based on color, visual effect, and timing. Write the show script that goes to the field operations team and to the Pyrotech. If the show is musically accompanied, create the soundtrack. If choreographed, create the custom soundtrack and script each firework to the beat of the music.

3 Field Operations



Gather fireworks from storage magazines based on design script. Scan firework bar codes of each piece of product for internal inventory and ATF compliance. Pack and secure each show with all fireworks, mortar racks, fire extinguishers, PPE equipment, and post-show cleanup supplies. Once each show is "compiled", then they are loaded onto trucks.

4 Firework Show Day



Pyrotech Crew Chief and crew members arrive on site the morning of show (or days before the show depending on the show size). Survey and monitor fallout safety area, mark launch site safety zone, begin unloading equipment, assembling racks, placing racks in accordance to show design script. Load explosives into mortars, cover/waterproof loaded fireworks. Wire explosives, check wiring, continuity, firing system and backup firing system. Get ready for showtime!



PYROfessionals



Superior Customer Service



Satisfaction Guaranteed



Permit Processing



Expertise



\$10M Insurance Coverage



Experience

At Pyro Shows, we believe that the mark of a good fireworks company is not the absence of an occasional “dud”, but what **WE DO FOR YOU** if there is a “dud”.

Customer Workbook - Villa Rica City of 7-3-2024 .xlsm



2/23/2024 9:01 AM
1 of 1

Member in Good Standing



Pyro Shows is an active *Member in Good Standing* of the *American Pyrotechnic Association* (APA). This signifies that we comply with the association rules, by-laws, and code of ethics in the industry of pyrotechnics.

The APA has led the fireworks industry, promoting safety in the design and use of all types of legal fireworks. Its members are committed to safety and regulatory compliance.



THIS IS TO CERTIFY THAT

Pyro Shows, Inc.

IS A MEMBER IN GOOD STANDING

FOR THE YEAR 2024

As such, this firm is committed to the American Pyrotechnics Association's mission to preserve, protect, and promote the American tradition of fireworks by encouraging safety in design & use of all types of fireworks and advocating reasonable regulation of the industry.

Michael Cartolano
Michael Cartolano – APA President

Julie L. Heckman
Julie L. Heckman – APA Executive Director

Preserving and Promoting an American Tradition

Proof of Insurance



Included below is a COI statement of general liability coverage which provides verification that Pyro Shows is insured under a policy with total limits of \$10,000,000.

[illegible]

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD



Additional licensing or company credentials here—add pages and headers below as needed.

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431.
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License/Permit Number 1-SC-091-51-41 -00270

Expiration Date	November 1, 2024
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Chief, Federal Explosives Licensing Center (FELC)

Name **PYRO SHOWS EAST COAST INC**

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

4652 CATAWBA RIVER ROAD
CATAWBA, SC 29704

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist in transfer of explosives to verify the identity and the intended status of the licensee or permittee. The signature must be signed by the licensee or permittee. The signature must be original. A facsimile, a typed, or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or activities as listed above under "Type of License or Permit".

Mailing Address (Changes? Notify the FELC of any changes.)

PYRO SHOWS EAST COAST INC
PO BOX 1776
LA FOLLETTE, TN 37766-

Licensee/Permittee Responsible Person Signature

Position Title	Start Date	End Date	Company Name	Address	City	State	Zip	Phone	Fax	E-mail	Website
President	1998	2000	ABC Company	123 Main St	Anytown	CA	90210	(555) 123-4567		john.doe@abc.com	www.abc.com
VP Sales	2001	2003	XYZ Corp	456 Elm St	Nowhere	TX	75001	(555) 987-6543		jane.smith@xyz.com	www.xyz.com
Manager	2004	2006	DEF Inc	789 Oak St	Someplace	NY	10001	(555) 456-7890		bob.jones@def.com	www.def.com
Analyst	2007	2009	GHI LLC	101 Pine St	Anywhere	IL	60601	(555) 321-0987		alice.brown@ghi.com	www.ghi.com
Consultant	2010	2012	JKL Partners	202 Maple St	Nowhere	WA	98001	(555) 210-9876		charlie.white@jkl.com	www.jkl.com
Freelance	2013	2015	Various								

Tasso & Vec-

10-12-2

Previous Editions are Obsolete P750 5000'S EAST CRAFT INC. 4042 CALIFORNIA AVENUE BURLINGAME, CA 94010-4141 415-337-1000 WWW.W1722.BT-IMPORTS OF EXPLORERS

ATF Form 5400 14/5400 15 Part
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@efl.gov

ATF Homepage: www.atf.gov

Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FEELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

Right of Succession (27 CFR 559.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the licensee or permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: PYRO SHOWS EAST COAST INC

Business Name:

License/Permit Number: 1-8C-091-51-4L-00270

License/Permit Type: 51-IMPORTER OF EXPLOSIVES

Expiration: **November 1, 2024**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

REFERENCES

Reference No. 1 of 3

Company Name: CITY OF SANDY SPRINGS , GEORGIA

Street Address: 1 GALAMBOS WAY

City/State/ZIP code: SANDY SPRINGS , GEORGIA , 30328

Primary Contact: ANN NIKOLAS

E-mail Address: **ANIKOLAS@SANDYSPRINGS.GOV**

Phone Number: (770) 206-1455

Cell Phone Number: (770) 262-5989

Reference No. 3 of 3

Company Name: CITY OF ALPHARETTA

Street Address: 2 PARK PLAZA

City/State/ZIP code: ALPHARETTA, GEORGIA 30009

Primary Contact: HILARY LEW

E-mail Address: hlew@alpharetta.ga.us

Phone Number: (678) 297-6382

Cell Phone Number: (____) _____

Next Steps



We hope you've enjoyed reviewing our ideas for your show and taking a peek into our process that makes it all happen!

Now that you have the show summary and pricing, let's move on to the next steps.



Ask questions and discuss any desired changes

If you're new to this process, it's typical to have questions so ask away! Remember that customization is key! We will make the changes necessary to bring the vision of your event to life. If you have no questions, then please proceed to the next step.



Accept the proposal as presented

Contact us via phone and/or email to let us know you're happy with our proposal and are ready to move forward with booking your show!



Finalize and sign the contract

We will send you a show contract. A signed contract finalizes the specific details of your show and reserves your show date. A signed contract is the document required by our insurance carrier to ensure that you, our customer, and your audience are covered under our General Liability policy.



Submit an initial deposit payment

The payment terms are agreed upon in advance and referenced in the show contract.



Thank you!



We appreciate your interest in fireworks for your event and for considering Pyro Shows as your fireworks vendor.

Please feel free to reach out to us with any comments or questions. We hope to have the chance to work for you and make your event an **EPIC** one!

Contact Us



r.lambright@pyroshows.com



770-560-6887, 800.238.5114



www.pyroshows.com



4652 Catawba River Rd., Catawba, SC 29704

PYRO SHOWS EAST COAST, INC.
Contract Agreement

This Agreement made on **Apr 8, 2024** by and between **PYRO SHOWS EAST COAST INC., a South Carolina Corporation, whose address is 4625 Catawba River Road, Catawba, South Carolina 29704**, and hereinafter referred to as "**PYRO SHOWS**" and **Villa Rica City of** with its principal place of business located at **571 W. BANKHEAD HWY VILLA RICA, GA 30180** hereinafter referred to as "**Customer**".

In consideration of the mutual promises and undertakings set forth herein, receipt of said consideration being acknowledged, the parties hereby agree as follows:

- I. FIREWORKS DISPLAY:** PYRO SHOWS agrees to furnish to Customer a fireworks display, hereinafter referred to as "Show", pursuant to the project/sales order # **24 GA 07-03-C-30800-000138** dated **Apr 8, 2024**. The Show will be given on **July 3, 2024**. Rain date/postponement date: **No Rain Date Selected 0, 0**
- II. TARIFF PROVISION:** Because our pyrotechnics are products which are primarily imported into the U.S., PYRO SHOWS is legally responsible for payment of any applicable tariffs (a border tax imposed on the buyer) for pyrotechnics. From the date of execution of the contract herein, in the event of additional cost due to increased price of product as imposed by manufacturer and/or tariffs levied for imported products. Available options are as follows: Customer may opt to increase their budget to absorb tariff - OR - Customer may maintain the current budget of their show with a corresponding reduction in the amount of product included in their show. Should Customer elect to defer, modify, or cancel Show, Customer shall notify PYRO SHOWS no less than ninety (90) days prior to Show date to cancel or reduce the size of show.
- III. CANCELLATION:** PYRO SHOWS shall determine what weather conditions prohibit PYRO SHOWS from proceeding with the Show; in which case, PYRO SHOWS agrees to present the Show on the following day or previously agreed upon postponement date. In addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the show on subsequent occasion to include labor, lodging, per diem, etc.; in no event shall these additional expenses be less than ten percent (10%) of the contracted price of the Show. In the event the Show must be RESCHEDULED to a mutually agreed upon date other than the previously agreed upon rain date, in addition to contracted Show cost, Customer shall remit the actual additional expenses PYRO SHOWS shall incur in presenting the Show on subsequent occasion to include labor, lodging, per diem etc.; in no event shall these expenses be less than thirty percent (30%) of the contracted price of the Show. Should Customer elect to CANCEL the Show for any reason, Customer must provide PYRO SHOWS with a thirty (30) days' written notice by certified mail, return receipt, to PYRO SHOWS' address as set forth above. Customer agrees that PYRO SHOWS shall incur substantial expense in preparation for the Show and, accordingly, agrees to pay PYRO SHOWS fifty (50%) of the total contract price for the show as liquidated damages for cancellation due to the fault of the Customer.
- IV. SECURITY AREA:** Customer agrees to furnish sufficient space for PYRO SHOWS to properly conduct the Show as determined by NFPA 1123-2014 (hereinafter "Security Area"). Customer agrees to provide adequate security protection to preclude persons unauthorized by PYRO SHOWS from entering the Security Area. For the purposes of the Agreement, "Unauthorized Persons" shall mean anyone other than the employees of PYRO SHOWS or persons specifically designated in writing by the sponsor or the Authority Having Jurisdiction (AHJ), and submitted and approved, to PYRO SHOWS prior to the event. Any expenses for security or stand-by fire protection shall be the responsibility of the Customer.
- V. SITE CLEANUP:** PYRO SHOWS shall be responsible for basic cleanup of the launch area to include policing of the fallout zone for any unexploded ordnance and removal of all large paper debris, wood, wire, foil, racks, mortars and firing equipment used in the setup for the show. Customer shall be responsible for cleanup of debris located in and around fallout zone.
- VI. INDEMNIFICATION AND HOLD HARMLESS:** Customer agrees to hold PYRO SHOWS harmless from any damages caused to Customer which result as a consequence of unauthorized persons entering the Security Area. Furthermore, Customer agrees to defend and indemnify PYRO SHOWS from any and all claims brought against PYRO SHOWS for damages caused wholly or in part by Unauthorized Person who have entered the Security Area.
- VII. AMENDMENT & ASSIGNMENT:** This agreement is deemed personal and confidential to Customer, his heirs, executors and administrators only, and may not be sold, assigned, amended, or transferred without the prior written consent of PYRO SHOWS.

PYRO SHOWS EAST COAST, INC.
Contract Agreement

- VIII. COMPLIANCE WITH THE LAWS AND REGULATIONS:** Promptly upon the execution of this Agreement, Customer shall apply for the approval hereof to any agency, officer or authority of any government if such approval is required by any applicable law, ordinance, code or regulation. Customer agrees to indemnify and hold harmless PYRO SHOWS from against all claims, suits, and causes of action, demands, penalties, losses or damages which may arise or accrue because of the failure or neglect of customer to obtain such approval. This Agreement is made expressly subject to and Customer expressly agrees to comply with and abide by all applicable laws, ordinances, codes and regulations insofar as the same may be applicable to the terms and conditions of this Agreement, including all rules and regulations now existing or that may be promulgated under and in accordance with any such law or laws.
- IX. PERMITS AND LICENSES:** PYRO SHOWS shall process the necessary permits and licenses to enable PYRO SHOWS to perform fully hereunder unless otherwise forbidden by any other applicable statute, rule or otherwise. It is hereby stipulated that this Agreement is to be construed and governed by the laws of the State of South Carolina, and any suit involving this contract shall be brought in the Courts of York County in the State of South Carolina, and the Customer hereby submits itself to the jurisdiction of said Courts and waives its rights to proceed against PYRO SHOWS in and other actions, in any other jurisdiction. For Shows that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Show.
- X. LATE PAYMENT:** PYRO SHOWS shall charge, and Customer agrees to pay, one and one half percent (1 1/2%) per month late payment fee for each month until PYRO SHOWS is paid the amount set forth in Paragraph XIV herein. The stated late payment fee shall begin to run from the applicable date(s) established in Section XIV, unless this provision is prohibited by law.
- XI. ADVERTISEMENT AND PROMOTIONS:** Customer agrees that when promoting fireworks performed by PYRO SHOWS, Customer will name PYRO SHOWS as the fireworks provider in promotional advertising media. Customer agrees to allow PYRO SHOWS to use Customer's name as Customer.
- XII. COMPLAINTS:** In the event that Customer has a complaint concerning the Show, or any material or product used in or pursuant to the Show, or of the conduct of the Show by PYRO SHOWS, or any act or omission of PYRO SHOWS or its agents, either directly or indirectly, without limitation, Customer shall make complaint known to PYRO SHOWS in writing by certified mail to PYRO SHOWS' address as set forth above, within ten (10) days after the date of the Show. In the event that Customer fails to register any complaint in the time and in the manner specified, Customer agrees that it shall not claim such complaint as cause for an offset or withhold any payment due to PYRO SHOWS hereunder on account of or because of such complaint or any matter arising from, relating to or a consequence of the complaint. Furthermore, Customer agrees that should PYRO SHOWS have to collect any amount due PYRO SHOWS hereunder which Customer claims as an offset or which is withheld by Customer on account of, or because of, a complaint not registered with PYRO SHOWS in the time and in the manner specified herein, by law or through an Attorney-at-Law, PYRO SHOWS shall be entitled to collect attorneys' fees in the amount of 15% of the amount owing PYRO SHOWS or the maximum amount allowed by law, whichever is greater, along with all cost of collection.
- XIII. INSURANCE:** PYRO SHOWS will provide General Liability Insurance and Automobile Liability in the amount of \$10,000,000.00, combined single limit, covering its activities and services in connection with the show described in this contract. PYRO SHOWS also agrees to include Customer as additional Insured under the terms of this coverage. PYRO SHOWS, INC. will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.
- XIV. PAYMENT TERMS:** Villa Rica City of shall pay PYRO SHOWS \$ 35,000.00 plus applicable taxes in the amount of \$ 0.00 for a grand total of \$ 35,000.00 according to the terms and conditions set forth for presenting the Show. Customer shall submit a 50% deposit (\$ 17,500.00) upon return of signed contract by April 11, 2024. Balance will be due in the PYRO SHOWS office upon Customer's receipt of invoice.
- XV. TAXES:** Customer shall be responsible for all applicable sales taxes.

PYRO SHOWS EAST COAST, INC.
Contract Agreement

IMPORTANT: Checks must be made payable to **PYRO SHOWS EAST COAST, INC.** and mailed to P.O. Box 1776, LaFollette, TN 37766.

All the terms and conditions set forth in any addendum attached to this Agreement are made part of this Agreement and incorporated by reference herein.

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

PYRO SHOWS EAST COAST, INC.

BY: _____
Jesse D. Salvesson, President

DATE: _____

CUSTOMER

BY: _____
Signature Printed Name Title

DATE: _____

WARRANTY EXCLUSIONS

EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No representation of affirmation of fact including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or be deemed to be, a warranty by PYRO SHOWS for any purpose, nor give rise to any liability or obligation of PYRO SHOWS whatsoever.

IN NO EVENT SHALL PYRO SHOWS BE LIABLE FOR ANY LOSS OF PROFITS OR OTHER ECONOMIC LOSS, INDIRECT, SPECIAL, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES ARISING OUT OF ANY CLAIMED BREACH OF OBLIGATIONS HEREUNDER.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: July 3rd Professional Services Contract with RCS Productions, Inc.
AGENDA DATE: April 9, 2024

DATE PREPARED: March 21, 2024
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$24,470.00
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: Recreation Programs/ Special Events Budget
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation & Leisure Services Department is requesting approval of RCS Productions Inc., for Entertainment, Sound & Lighting and Mobile Stage for the July 3rd Fireworks.

BACKGROUND: The department holds an annual concert as part of the July 3rd Fireworks event. The department is seeking to hire RCS Productions Inc. to provide a turnkey concert even. Listed below are cost breakdown:

1. Artist- Opening Ac Band- Bogey & The Viceroy	\$4,000.00
2. Artist- Headliner Band- Landslide- A Fleetwood Mac Tribute	\$8,000.00
3. Staging- 24x24 Mobile Stage Unit and Equipment	\$4,185.00
4. Sound & Lighting Equipment & Crew	\$8,285.00

STAFF RECOMMENDATION: Staff recommendation is to engage RCS Productions Inc., to provide the production services and entertainment for the 2024 July 3rd Concert at Villa Rica Civic Center & Sports Complex.

IMPACT: Outsourcing this as a turnkey concert production will allow us to continue with the quality of our concert event that is attended by approximately 10,000 spectators enjoying and making memories with their families.

MOTION: Move to approve the 2024 Professional Services Contracts with RCS Productions Inc., for the July 3, 2024 Concert services for \$24,470.00.



PRODUCTION SERVICES AGREEMENT

2312 Peachford Road Suite A
Dunwoody GA 30338
770 306 9155 / 770 306 9157 Fax
stephen@rcsproductions.com
www.rcsproductions.com

TODAYS DATE: March 21, 2024

CLIENT	VENUE	DETAILS
Leslie McPherson City of Villa Rica, Ga 571 W Bankhead Hwy Villa Rica, GA 30180 770.459.7000	Villa Rica Civic Center & Sports Complex	Event Date(s): July 3, 2024 Load In Date: July 3, 2024 Load In Time: 9am Load Out Date: July 3, 2024 POC: Tracie Ivey

City Of Villa Rica July 3rd Celebration 2024

DESCRIPTION OF SERVICES

By Mutual agreement RCS Productions herein referred to as Producer will supply the following equipment & crew for the below mentioned engagements:

Staging:

Apex 2420 Mobile Stage Unit
24x24 Deck
Sound Wings
Skirt
Stairs
Windwall
Banner Frame
1 drum riser

60KW Generator/Fuel

Trucking \$4185.00

Sound & Lights:

PA:

EV Line Array 6 mid Hi Boxes over 4 subs per side flown from mobile stage roof
On Stage audio system including:
Mics, Stands, Cabling, Monitors, DI's
2 digital 32 channel consoles (goal is to mix FOH from an Ipad)

Lighting:

8 LED Par fixtures downstage
6 LED par fixtures upstage
4 moving head fixtures upstage
Lighting desk

Personnel:

2 audio engineers
1 lighting designer
1 production/stage manager
4 stagehands

Trucking \$8285.00

FEE:	\$12,470.00	TO BE PAID IN THE FOLLOWING MANNER
DEPOSIT:	\$6,235.00	DUE BY: 05.20.2024
PAYABLE TO:	RCS PRODUCTIONS	
BALANCE:	\$6,235.00	DUE BY: 07.03.2024
PAYABLE TO:	RCS Productions	
<u>PRODUCTION TO BE PAID IN FULL RAIN OR SHINE</u>		

ADDITIONAL REQUIREMENTS: Purchaser to provide:

Adequate security to ensure safety of gear

Include tech crew in any hospitality that is being provided to artist(s)

THE BELOW PERSON IS EIGHTEEN YEARS OF AGE OR OVER, AUTHORIZED TO ENTER INTO THIS AGREEMENT AND PERSONALLY GUARANTEES THE EXECUTION AND PAYMENT OF THE CONTENTS OF THIS CONTRACT.

PURCHASER: City of Villa Rica
NAME Leslie McPherson, Mayor
571 W Bankhead Highway
Villa Rica, GA 30180
770.459.7000

RCS Productions
2312 Peachford Road Suite A
Dunwoody GA 30338

X _____ *Date* _____

X Stephen Moore _____

THANK YOU FOR ALLOWING RCS PRODUCTIONS TO FULLFILL YOUR PRODUCTION NEEDS

ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER agrees to furnish at its sole cost and expense a suitable place for Performance as indicated below
 - ☐ Indoors, with properly lighted, climate controlled area along with appropriate staging and electrical power as per PERFORMER'S technical requirements.
 - ☐ Outdoors, with grounded performance area/stage with appropriate cover from the elements and electric power as per the PERFORMER'S technical requirements.
 - ☐ Check here if RCS PRODUCTIONS. is providing staging under a separate contract and PURCHASER's obligation to provide a place for the Performance does not include providing the stage itself.
- 2.. PURCHASER agrees to provide all spaces, ballrooms, show sites and other areas deemed necessary by PRODUCER or PERFORMER for the Performance in order that equipment setup, rehearsals, and sound checks can be accomplished without disturbing business meetings or any other events that may be occurring near the location of the Event. Any venue power charges will be paid in full by PURCHASER.
3. PURCHASER agrees to pay PRODUCER the Fee set forth above. PURCHASER further agrees to pay any and all federal, state, and local taxes and fees in any way related to the Performance, Event, or this Agreement, and to obtain all necessary licenses required in relation to the Event or Performance. PURCHASER agrees to provide general liability, all hazards insurance coverage related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, auto liability insurance related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, and workers compensation insurance in amounts not less than required by law. PURCHASER agrees to provide proof of such insurance in a form satisfactory to PRODUCER not less than 15 days prior to the Performance and if PURCHASER fails to do so, PRODUCER may terminate this Agreement or purchase such insurance coverage and in such event, PURCHASER shall be responsible for any and all advertising and promotion of the Event and Performance, and shall not advertise or use PERFORMER's name, logo(s) or other intellectual property without having first obtained the written consent of PERFORMER. PURCHASER shall not disclose that PERFORMER will be performing as set forth herein, or the time, date, or place of PERFORMER'S Performance until consented to, in writing, by PRODUCER.
4. PURCHASER agrees to procure and pay for all necessary licenses and consents for the performance of the musical compositions played by PERFORMER, including but not limited to any and all clearances and licenses from ASCAP and BMI. PURCHASER further agrees to indemnify and hold PRODUCER harmless from and against any and all claims, damages, costs, expenses and attorney's fees of any nature arising out of or related to PURCHASER'S failure to procure any such licenses or consents. PURCHASER shall provide security as may be required by PRODUCER or PERFORMER during the Performance and during the setup and tear down associated with the Performance.
5. It is expressly agreed that RCS PRODUCTIONS., herein acts herein as PRODUCER and is not responsible for any acts or omissions on the part of any of PURCHASER, PERFORMER, or any of either of their employees, contractors, or agents.
6. To the Extent Under Georgia Law PURCHASER agrees to be responsible for and hold PRODUCER harmless with respect to any injury, cost or damage to PERFORMER, PERFORMER's property, or any person or property of any employee, agent or contractor of PERFORMER if caused in whole or in part by any of PURCHASER, PURCHASER'S guests, employees or contractors.
7. This Agreement may not be terminated by PURCHASER, and if PURCHASER does attempt to or in fact terminates this Agreement, PURCHASER will forfeit the deposit and shall immediately pay PRODUCER the balance of all amounts owed under this Agreement. In the event PURCHASER fails to pay any amounts owed when due under this Agreement, PURCHASER shall owe interest on such amounts at 18% per annum or the maximum amount by law, whichever is lesser, along with all PRODUCER's attorney fees, costs and expenses which PRODUCER may incur. In addition, PRODUCER may cancel the Performance and shall have no further obligations of any nature under this Agreement in the event PURCHASER fails to pay PRODUCER in full all amounts owed at the times set forth in this Agreement and under the terms of this Agreement. In the event PURCHASER in any way breaches this Agreement or defaults in any obligation, PRODUCER may at any time and without any notice to PURCHASER elect to cure such breach or default and PURCHASER agrees to reimburse PRODUCER for the cost of any such cure plus an administrative fee of 15% of the cost of such cure immediately upon receipt of an invoice thereof from PRODUCER.
8. To the Extent under Georgia Law, PURCHASER agrees to protect, defend, release, indemnify and save PRODUCER harmless from and against any and all expenses, claims, demands and causes of action of every kind and character arising in favor of any person or entity, including employees and contractors of either of PURCHASER and PRODUCER, in any way related to personal injuries or death, damages to property or any other damages or claims of any kind or nature arising out of, incident to, or resulting directly or indirectly from any act or omission of PURCHASER or any of its employees, contractors, or agents.
9. In the event of inclement weather, or any force majeure on or before the performance date where PURCHASER determines NOT to present Performance or PERFORMER deems it unsafe to PERFORMER or PERFORMER's employees, contractors, agents or equipment, PRODUCER shall nevertheless be paid the full Fee set forth herein, provided PRODUCER is present and ready to perform at the designated time as specified in the contract, unless an alternate "rain date" has been negotiated and provided.

By: _____
Name: _____
Title: _____



CONTRACT

2312 Peachford Road
Dunwoody GA 30338
770 306 9155 / 770 306 9157 Fax
stephen@rcsproductions.com
www.rcsproductions.com

TODAYS DATE: March 21, 2024

By Mutual Agreement RCS Productions, herein referred to as PRODUCER has engaged the services of

ARTIST: Various

EVENT: Villa Rica July 3rd Celebration

Date	Artist(s)	Concert Cost
Wednesday July 3, 2024	Bogey & The Viceroy	\$4,000.00
Wednesday July 3, 2024	Landslide – A Fleetwood Mac Tribute	\$8,000.00

Artist Costs

\$12,000.00

VENUE: Park at the Parks & Rec **PERFORMANCE TIME:** 5:15pm Bogey & TVR & 7:30pm Landslide
PURCHASER: City of Villa Rica **REPORT TIME:** ~ 1pm
CONTACT: Tracie Ivey **RIDER ATTACHED:** Yes
MOBILE: 678.785.1095 **TICKET SCALING:** N/A

FEE: \$12,000.00 **TO BE PAID IN THE FOLLOWING MANNER**

DEPOSIT: \$6000.00 **DUE:** April 12, 2024
PAYABLE TO: RCS PRODUCTIONS

BALANCE: \$6000.00 **DUE:** July 3, 2024
PAYABLE TO: RCS PRODUCTIONS

TO BE PAID IN FULL RAIN OR SHINE

ARTIST TO SUPPLY: Artist & Artist Travel

PURCHASER TO SUPPLY: Stage, Sound, Lights, Power, Permitting, Hospitality, & Green room.

PURCHASER: City of Villa Rica
NAME: Leslie McPherson

AGENCY/PRODUCER: RCS PRODUCTIONS
NAME: Stephen Moore

x _____ **DATE** _____

ADDRESS:
571 W Bankhead Highway
Villa Rica, GA 30180

x Stephen Moore **DATE** March 21, 2024

ADDRESS:
2312 Peachford Road Suite A
DUNWOODY GA 30338
770-306-9155 ext. 101

ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER agrees to furnish at its sole cost and expense a suitable place for Performance as indicated below
 - ☐ Indoors, with properly lighted, climate controlled area along with appropriate staging and electrical power as per PERFORMER'S technical requirements.
 - ☐ Outdoors, with grounded performance area/stage with appropriate cover from the elements and electric power as per the PERFORMER'S technical requirements.
 - ☐ Check here if RCS PRODUCTIONS. is providing staging under a separate contract and PURCHASER's obligation to provide a place for the Performance does not include providing the stage itself.
- 2.. PURCHASER agrees to provide all spaces, ballrooms, show sites and other areas deemed necessary by PRODUCER or PERFORMER for the Performance in order that equipment setup, rehearsals, and sound checks can be accomplished without disturbing business meetings or any other events that may be occurring near the location of the Event. Any venue power charges will be paid in full by PURCHASER.
3. PURCHASER agrees to pay PRODUCER the Fee set forth above. PURCHASER further agrees to pay any and all federal, state, and local taxes and fees in any way related to the Performance, Event, or this Agreement, and to obtain all necessary licenses required in relation to the Event or Performance. PURCHASER agrees to provide general liability, all hazards insurance coverage related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, auto liability insurance related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, and workers compensation insurance in amounts not less than required by law. PURCHASER agrees to provide proof of such insurance in a form satisfactory to PRODUCER not less than 15 days prior to the Performance and if PURCHASER fails to do so, PRODUCER may terminate this Agreement or purchase such insurance coverage and in such event, PURCHASER shall be responsible for any and all advertising and promotion of the Event and Performance, and shall not advertise or use PERFORMER's name, logo(s) or other intellectual property without having first obtained the written consent of PERFORMER. PURCHASER shall not disclose that PERFORMER will be performing as set forth herein, or the time, date, or place of PERFORMER'S Performance until consented to, in writing, by PRODUCER.
4. PURCHASER agrees to procure and pay for all necessary licenses and consents for the performance of the musical compositions played by PERFORMER, including but not limited to any and all clearances and licenses from ASCAP and BMI. PURCHASER further agrees to indemnify and hold PRODUCER harmless from and against any and all claims, damages, costs, expenses and attorney's fees of any nature arising out of or related to PURCHASER'S failure to procure any such licenses or consents. PURCHASER shall provide security as may be required by PRODUCER or PERFORMER during the Performance and during the setup and tear down associated with the Performance.
5. PURCHASER agrees that no part of the Performance shall be recorded, reproduced, or transmitted in any manner or by any means whatsoever in the absence of a specific written agreement with PRODUCER and PERFORMER relating to and permitting such recording, reproduction or transmission.
6. PRODUCER agrees to contract with the PERFORMER for a performance as described in this Agreement (the "Performance"), which shall occur as a part of the event described above in this Agreement (the "Event"). PRODUCER shall at all times have complete control and supervision over the services of its personnel and contractors as well as the details of the Performance to fulfill the requirements of this Agreement. PRODUCER reserves the right to make reasonable adjustments to the Performance time, including but not limited due to inclement weather, unexpected delays, circumstances outside of PRODUCER's control and delays caused or contributed to by the PERFORMER. In the event PRODUCER is unable for any reason to contract with the PERFORMER for the Performance under terms acceptable to PRODUCER or is unable to cause the Performance to occur, PRODUCER may terminate this Agreement and refund PURCHASER's deposit and PRODUCER shall thereafter have no further liability or obligation under this Agreement. PRODUCER is not responsible for any portion of the Event other than procuring the Performance by Artist as set forth in this Agreement.
7. To the extent of Georgia State Law, PURCHASER agrees to protect, defend, release, indemnify and save PRODUCER harmless from and against any and all expenses, claims, demands and causes of action of every kind and character arising in favor of any person or entity, including employees and contractors of either of PURCHASER and PRODUCER, in any way related to personal injuries or death, damages to property or any other damages or claims of any kind or nature arising out of, incident to, or resulting directly or indirectly from any act or omission of PURCHASER or any of its employees, contractors, or agents.
8. It is expressly agreed the RCS PRODUCTIONS., herein acts herein as PRODUCER and is not responsible for any acts or omissions on the part of any of PURCHASER, PERFORMER, or any of either of their employees, contractors, or agents.
9. To the extent of Georgia State Law PURCHASER agrees to be responsible for and hold PRODUCER harmless with respect to any injury, cost or damage to PERFORMER, PERFORMER's property, or any person or property of any employee, agent or contractor of PERFORMER if caused in whole or in part by any of PURCHASER, PURCHASER'S guests, employees or contractors.
10. This Agreement may not be terminated by PURCHASER, and if PURCHASER does attempt to or in fact terminates this Agreement, PURCHASER will forfeit the deposit and shall immediately pay PRODUCER the balance of all amounts owed under this Agreement. In the event PURCHASER fails to pay any amounts owed when due under this Agreement, PURCHASER shall owe interest on such amounts at 18% per annum or the maximum amount by law, whichever is lesser, along with all PRODUCER's attorney fees, costs and expenses which PRODUCER may incur. In addition, PRODUCER may cancel the Performance and shall have no further obligations of any nature under this Agreement in the event PURCHASER fails to pay PRODUCER in full all amounts owed at the times set forth in this Agreement and under the terms of this Agreement. In the event PURCHASER in any way breaches this Agreement or defaults in any obligation, PRODUCER may at any time and without any notice to PURCHASER elect to cure such breach or default and PURCHASER agrees to reimburse PRODUCER for the cost of any such cure plus an administrative fee of 15% of the cost of such cure immediately upon receipt of an invoice thereof from PRODUCER.

11. In the event of inclement weather, or any force majeure on or before the performance date where PURCHASER determines NOT to present Performance or PERFORMER deems it unsafe to PERFORMER or PERFORMER's employees, contractors, agents or equipment, PRODUCER shall nevertheless be paid the full Fee set forth herein, provided PERFORMER is present and ready to perform at the designated time as specified in the contract, unless an alternate "rain date" has been negotiated and provided. PERFORMER's obligations are subject to delay, obstruction or prevention by any cause beyond PERFORMER's reasonable control. In such case, there will be no claim for damages by either party, and except in the circumstances set forth above when the full Fee is still payable to PRODUCER, any other cancellation of the Event by PERFORMER will result in the deposit being refunded in full to PURCHASER or a comparable PERFORMER will be provided by PRODUCER upon PURCHASER approval.

12. This Agreement may not be assigned or transferred by PURCHASER without the prior written consent of PRODUCER. This Agreement may be assigned or transferred by PRODUCER without the consent of PURCHASER. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Georgia, regardless of place of performance. Venue and jurisdiction for any lawsuits arising from or relating to this Agreement shall be in Henry County, Georgia, or the federal district court for the Northern District of Georgia. This Agreement may not be altered or amended except in writing and signed by all the parties hereto. This Agreement, including but not limited to the initial page entitled "Contract", these Additional Terms and Conditions and any additional written Rider or other attachment(s) (collectively the "Agreement") constitute the entire agreement of the parties hereto. This Agreement represents the jointly bargained for agreement of the parties and no presumption or rule in favor of or against either party shall apply to any term or provision of this Agreement on the basis of that party having been deemed to have drafted such term or provision.

13. In the event any of the terms of this Agreement conflict, the terms of any Rider or other attachment shall control, and if there are multiple Riders or attachments, they shall govern based on their dates, with the most recent Rider or attachment governing over any earlier Riders or attachments; thereafter, the Additional Terms and Conditions shall control; and thereafter the initial page entitled "Contract" shall control.

14. PURCHASER's sole and exclusive remedy for any breach of any of the terms of this Agreement by PRODUCER shall be the return of some or all of the Fee paid by PURCHASER to PRODUCER under this Agreement (the "Purchase Price"), and under no circumstances shall PRODUCER have any liability to PURCHASER, whether under this Agreement or otherwise, which exceeds the amount of the Purchase Price. PURCHASER specifically waives and agrees that PRODUCER shall, under no circumstances, be liable to PURCHASER for any special, direct, indirect, consequential, punitive, exemplary, lost profits or other damages.

15. The parties agree that in the event this Agreement is terminated by PURCHASER or due to PURCHASER's breach of any of the provisions of this Agreement, that the damages that PRODUCER would incur are difficult to estimate, and that PURCHASER's obligation to pay all amounts owed to PRODUCER under this Agreement is not a penalty but is liquidated damages, which represent a reasonable estimate of the damages PRODUCER would have incurred. In the event PRODUCER uses an attorney to enforce any of the terms of this Agreement, PURCHASER agrees to pay all of PRODUCER's attorney's fees, costs, and expenses.

16. All ~~indemnification provisions~~, warranty provisions, and all other provisions contained in this Agreement which, by their terms, may extend beyond the termination, rescission, or revocation of this Agreement shall survive the termination, rescission, or revocation of this Agreement. The parties hereto agree that in the event any provision of this Agreement is deemed illegal or unenforceable by any court or tribunal of competent jurisdiction then such provision shall be deemed not to be a part of this Agreement and shall be deemed to be automatically modified and reformed so as to comply with any applicable law and so as to carry out the intent of the parties hereto to the greatest extent possible; however, if such modification is not possible, then such provision shall be deemed to be void and stricken in its entirety from this Agreement, with all other remaining provisions of this Agreement remaining in full force and effect. The waiver by PRODUCER of any breach or default by PURCHASER shall not constitute or be construed as a waiver of any subsequent breach or default of the same or any other provision hereof. Any captions or head notes herein are intended for convenience and for reference purposes only and shall in no way define or limit the scope or intent of this Agreement or any portion thereof. Nothing contained in this Agreement shall be deemed to create any contractual or third party beneficiary relationship between any parties other than PRODUCER and PURCHASER. PRODUCER shall have the right to terminate this Agreement and be paid in full all amounts owed under this Agreement if Purchaser becomes insolvent or bankrupt or makes an assignment of the benefit of creditors.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. The parties hereto stipulate that facsimile signatures shall be deemed originals.

18. Any notice which may be required or permitted to be given under any provisions to this Agreement shall be deemed to have been duly given upon the earlier of (i) 5 days after deposit in the U.S. mail by registered or certified, postage prepaid, or (ii) actual receipt by confirmed facsimile, hand delivery or overnight delivery services, to the PRODUCER or PURCHASER at their respective addresses indicated in this Agreement, or if none is indicated, to the last known address for such party.

PURCHASER, in signing this Agreement, which includes but is not limited to the Additional Terms and Conditions set forth above, acknowledges PURCHASER's authority to do so and assumes liability for the terms and conditions stated herein.

PURCHASER:

By: _____
Name: _____
Title: _____

ARTIST RIDER HIGHLIGHTS

In addition to the performance fee the purchaser agrees to provide the following at their cost to meet the contract requirements and insure a successful and enjoyable performance.

PRODUCTION SERVICES

Covered Stage Sound & Lights appropriate for professional bands and to cover the expected audience.

PARKING:

Access for Band and Crew Trucks.

SECURITY:

As per city

MERCHANDISING AREA:

Merch tent with tables and chairs and light for artist merch sales

Accommodations:

N/A

DRESSING ROOMS

Purchaser to provide private dressing room for Artist(s)

HOSPITALITY:

Purchaser to provide Dinner and basic hospitality per Artist's rider to be advanced by RCS Productions.
Dinner – healthy meals to include protein, starch, vegetables, side salad

X _____
Leslie McPherson – City of Villa Rica

X _____
Date



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: May is Older Americans Month
CITY COUNCIL AGENDA DATE: April 9, 2024

DATE: March 20, 2024
PREPARED BY: Lisa Deming, Senior Manager

AMOUNT: N/A
GL ACCOUNT: N/A
FUNDING SOURCE:
BUDGETED:

PURPOSE: Presentation of a Proclamation supporting the City's designation that May is Older Americans Month in the City of Villa Rica.

BACKGROUND: Established in 1963, Older Americans Month (OAM) is celebrated every May. Led by the Administration for Community Living (ACL), OAM is a time for us to acknowledge the contributions and achievements of older Americans, highlight important trends, and strengthen our commitment to honoring our older citizens.

The 2024 theme is Powered by Connection, which recognizes the profound impact that meaningful relationships and social connections have on our health and well-being.

The Villa Rica Parks & Recreation Department is proud to be touched daily by the men and women who visit our center, walk our hallways, and who always express their gratitude for the provision of a safe, fun, and graceful atmosphere in which to celebrate aging.

STAFF RECOMMENDATION: Adoption of the Proclamation supporting the city's participation in May is Older Americans Month.

IMPACT: To recognize all of Villa Rica's older adults who need love, care, and to feel a sense of value.

MOTION: I move to proclaim that May is Older Americans Month in the City of Villa Rica.

PROCLAMATION

WHEREAS: The City of **Villa Rica** includes a growing number of older Americans who contribute their time, wisdom, and experience to our community; and

WHEREAS: The City of **Villa Rica** is stronger when people of all ages, abilities, and backgrounds are included and encouraged to make their mark; and

WHEREAS: The City of **Villa Rica** recognizes the importance of the physical, mental, social, and emotional well-being of its citizens; and

WHEREAS: the City of **Villa Rica** recognizes the need to create a community that offers the services older adults may need to make choices about how they age; and

WHEREAS: The City of **Villa Rica** can support our aging community members by:

- Promoting independence, inclusion, and participation
- Engaging older adults through recreation, education, and services
- Connecting people with opportunities to share their time, experience and talents

NOW, THEREFORE, be it resolved that May 2024 be designated as Older Americans Month in the City of **Villa Rica**. We urge every resident to celebrate our older citizens, help to create an inclusive society, and accept the challenge of flexible thinking around aging.

Mayor Leslie McPherson

Ward 3 Stephanie Warmoth

Ward 1 Shirley Marchman

Ward 4 Anna McCoy

Ward 2 Matthew Momtahan

Ward 5 Danny Carter



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Cleghorn Force Main Relocation
AGENDA DATE: April 9, 2024

DATE PREPARED: March 27, 2024
PREPARED BY: Erick Broz

AMOUNT: \$1,254,789.00
GL ACCOUNT #: 505-4115-541400
FUNDING SOURCE: Water/Sewer
BUDGETED ITEM? Yes
PUBLIC HEARING: No

PURPOSE: To engage with Grizzard & Associates for the Cleghorn force main relocation.

BACKGROUND: The Cleghorn pump station is a major system component in the wastewater transport system. Its primary purpose is to transport collected wastewater from the central and eastern portions of town to the West Wastewater treatment plant. With significant growth in the east part of town (Mirror Lake area) and limited capacity at the North Plant, the importance and expandability of Cleghorn pump station becomes even more important.

STAFF RECOMMENDATION: Staff received two bids with Grizzard & Associates being the lowest. Staff recommends engaging with Grizzard & Associates for the Cleghorn force main relocation, at a cost of \$1,254,789.00.

Contractor	Total Base Bid
Grizzard & Associates	\$1,254,789.00
Crawford Grading	\$1,675,986.00

IMPACT: Relocating the force main was determined to be the best alternative to reduce the limitation of the force main and decreases the length of the pumped wastewater thereby increasing the capacity of the lift station.

MOTION: I move to authorize the Mayor to approve the shortening of Cleghorn pump station force main in the amount of \$1,254,789.00.



March 25, 2024

Mr. John Bain, Utilities Director
City of Villa Rica
571 Bankhead Hwy
Villa Rica, GA 30180
via Email: jbain@villarica.gov

Re: Cleghorn Pump Station Force Main Shortening
Weatherstone Pump Sation Modifications

Dear John:

On Tuesday March 5, 2024, bids were opened for the above referenced projects. The two projects were bid as separate projects in the bid process. The bid results are as follows.

Bidder	Cleghorn project	Weatherstone project	Total
Grizzard & Associates	\$1,254,789.00	\$1,027,842.00	\$2,282,631.00
Crawford Grading	\$1,675,986.00	\$1,224,762.00	\$2,900,748.00

The approved City budget amount for these projects was \$1,275,000.00 (Cleghorn = \$650,000; Weatherstone = \$625,000). We believe the Cleghorn Pump Station project is more time sensitive and should be completed as soon as possible. The Weatherstone project could then be postponed until the next fiscal year.

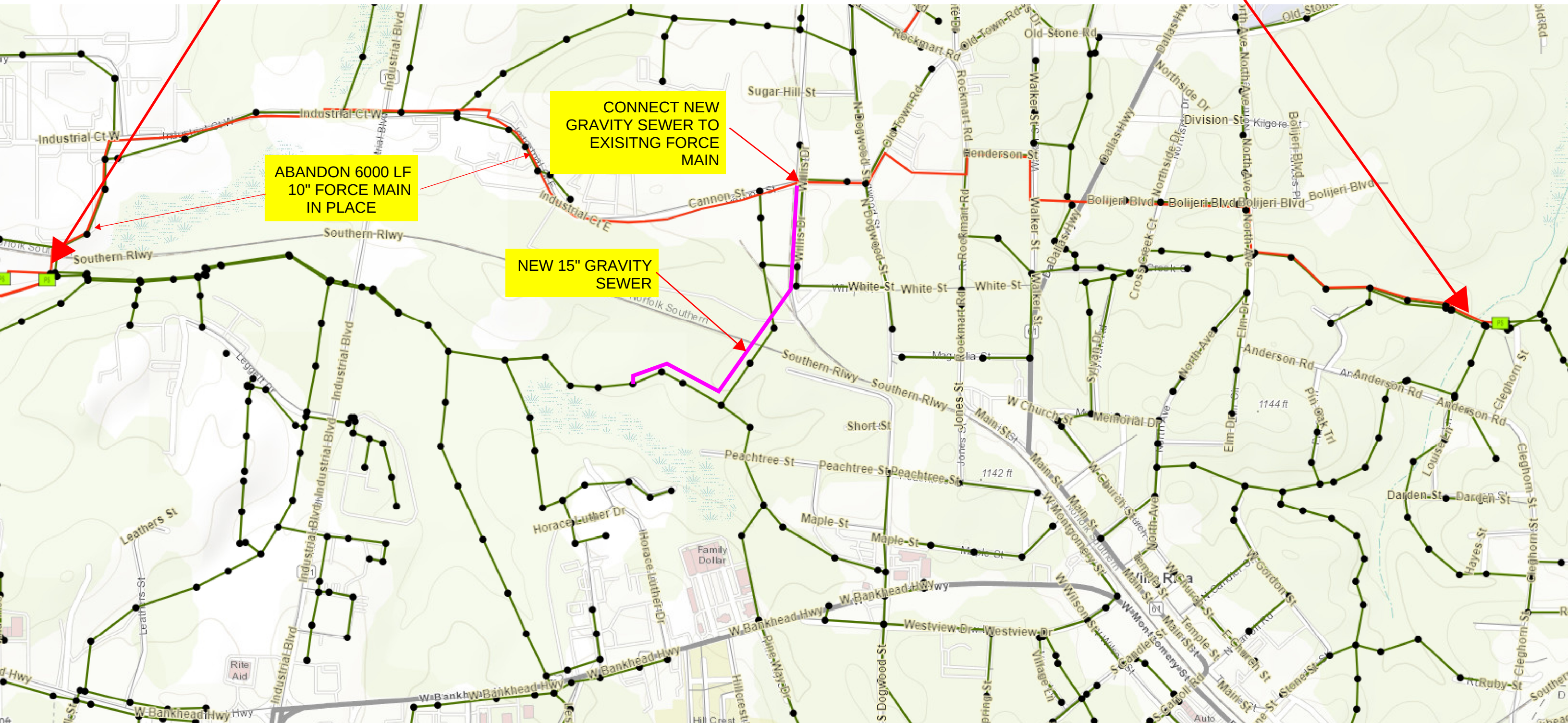
We recommend the City Council award only the Cleghorn project to Grizzard & Associates in an amount of \$1,254,789.00. Should you have any questions comments or desire additional information, please contact me.

Sincerely,
P.C. Simonton Engineering, LLC

Paul C. Simonton

Paul C. Simonton, PE
President

CLEGHORN PUMP STATION FORCE MAIN



CLEHORN PUMP STATION EXHIBIT



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Renewal with GIRMA for Property & Liability Insurance

AGENDA DATE: 04/09/24

DATE PREPARED: 04/03/24

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT:

GL ACCOUNT #: ###-####-523100 (Liability Insurance accounts from all departments)

FUNDING SOURCE: Operating Budgets

BUDGETED ITEM? Yes

PURPOSE: To approve a renewal with Georgia Interlocal Risk Management Agency (GIRMA) for property & liability insurance for the period of May 1, 2024 to May 1, 2025.

BACKGROUND: The terms of the renewal are attached. This quote is \$374,197 which is 15% higher than the 2023-2024 quote of \$325,876.

Per GIRMA, *“To achieve the rate adequacy indications provided by GIRMA's actuary, the average rate increase is 15%. Any changes to exposures or individual loss experience may further impact the contribution as well. There are several key factors driving the need for an increase, most notably unfavorable claim trends (Auto Liability and Property) and high inflation levels which impact the replacement and repair costs of vehicles and buildings.”*

	May - April			
<u>Line of Coverage</u>	<u>2023/2024</u>	<u>2024/2025</u>	<u>\$ Variance</u>	<u>% Variance</u>
General Liability	\$ 59,136	\$ 57,455	\$ (1,681)	-3%
Law Enforcement Liability – Before Credit	66,556	67,636	1,080	2%
<i>Law Enforcement Initiative Credit Amount</i>	<i>(13,311)</i>	<i>(13,527)</i>	<i>(216)</i>	2%
Law Enforcement Liability – After Credit	53,245	54,109	864	2%
Public Officials Liability	53,071	35,430	(17,641)	-33%
Automobile Liability	54,057	88,730	34,673	64%
Automobile Physical Damage	16,315	22,920	6,605	40%
Property – Buildings & Contents	89,962	129,343	39,381	44%
Mobile Equipment	2,371	3,296	925	39%
Police Animal Mortality	2,000	3,500	1,500	75%
Crime / Fidelity	3,427	3,537	110	3%
Boiler & Machinery	7,792	9,258	1,466	19%
Uninsured Motorist	1,411	1,364	(47)	-3%
Sub Total	\$ 342,787	\$ 408,942	\$ 66,155	19%
Less Renewal Credit	(16,911)	(34,745)	(17,834)	105%
Property/General Liability Ins. Total	\$ 325,876	\$ 374,197	\$ 48,321	15%

STAFF RECOMMENDATION: To approve the agreement with GIRMA for liability insurance.

IMPACT: Five (5) months of expenses (\$155,915) will be posted to the 2024 operating budget and seven (7) months (\$218,282) of the total will be posted to prepaid expenses for the 2025 budget year.

MOTION: I make the motion that we approve the renewal with Georgia Interlocal Risk Management Agency for the period of May 1, 2024 to May 1, 2025 in the amount of \$374,197.

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2024-2025

CITY OF VILLA RICA

VI2

571 West Bankhead Highway
Villa Rica, GA 30180

Coverage Period:

May-01-2024 to May-01-2025

Presented by:



201 Pryor Street
Atlanta, GA 30303

Quote Date:

4/1/2024

Administered by:

Lockton Companies

3280 Peachtree Road NE #1000
Atlanta, GA 30305

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF VILLA RICA

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products / Completed Operations	\$1,000,000
Failure to Supply Utilities	\$1,000,000
Fire Legal Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
General Aggregate	\$5,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$10,000
Law Enforcement Liability Deductible	\$10,000
Employee Benefits Liability	\$1,000,000
Employee Benefits Aggregate	\$5,000,000
Form	Occurrence
Deductible	\$10,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF VILLA RICA

Public Officials / Errors & Omissions Liability	Limit of Liability
Each Wrongful Act or Occurrence	\$1,000,000
Aggregate Limit	\$5,000,000
Form	Occurrence
Deductible	\$10,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

Disclaimer:

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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF VILLA RICA

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$5,000
Uninsured Motorist Deductible	\$2,000

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$5,000
Collision Deductible	\$5,000
Hired Physical Damage Deductible	\$5,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

	Limit of Liability
Crime / Fidelity	
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$5,000
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

Disclaimer:

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF VILLA RICA

Property	Limit of Liability
Total Insured Values	\$87,243,133
Blanket Building & Contents	\$85,011,013
Mobile Equipment	\$2,232,120
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$5,000
Deductible – Mobile Equipment All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$5,000
Deductible – Named Windstorm for Tier 1 Only* * Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$85,011,013
Ordinance or Law Limit	\$85,011,013
Hazardous Substance	\$250,000
Deductible	\$5,000
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$85,011,013
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF VILLA RICA

Cyber	Limit of Liability
Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$35,000
Deductible	Nil

Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2024-2025

CITY OF VILLA RICA

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$57,455
Law Enforcement Liability – Before Credit	\$67,636
<i>Law Enforcement Initiative Credit Amount</i>	<i>\$13,527</i>
Law Enforcement Liability – After Credit	\$54,109
Public Officials Liability	\$35,430
Automobile Liability	\$88,730
Automobile Physical Damage	\$22,920
Property – Buildings & Contents	\$129,343
Mobile Equipment	\$3,296
Police Animal Mortality	\$3,500
Crime / Fidelity	\$3,537
Boiler & Machinery	\$9,258
Uninsured Motorist	\$1,364
Sub Total	\$408,942
Less Renewal Credit	\$34,745
Total	\$374,197

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
City of Villa Rica (VI2)	Effective Date	05/01/2024
GENERAL LIABILITY		
Grants Administered	\$0	
GROSS OPERATING EXPENDITURES	\$30,013	
PARK ACREAGE	\$0	
HOUSING AUTHORITIES - UNITS	\$0	
PUBLIC UTILITIES - CABLE / TELECOM	\$0	
PUBLIC UTILITIES - ELECTRIC	\$0	
PUBLIC UTILITIES - GAS	\$0	
PUBLIC UTILITIES - SEWER	\$13,322	
PUBLIC UTILITIES - WATER	\$12,076	
REFUSE COLLECTION	\$2,045	
SCHOOLS - ALL OTHER STUDENTS	\$0	
SCHOOLS - TRADE OR VOCATIONAL STUDENTS	\$0	
WATER RELATED ACTIVITIES - # BEACHES, LAKES, POOLS	\$0	
GENERAL LIABILITY TOTALS		\$57,456

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE			Contribution Breakdown	Contribution Total
AUTOMOBILE LIABILITY	Number of Vehicles	Contrib Per Vehicle	Total Contribution	
Trucks - Van, Pickups, Light Trucks	42	\$117.63	\$4,940.46	
Trucks - Medium Weight	24	\$156.84	\$3,764.16	
Trucks - Heavy Weight	6	\$196.05	\$1,176.30	
Trucks - Extra Heavy Weight	10	\$196.05	\$1,960.50	
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00	
Trucks - Garbage	1	\$470.52	\$470.52	
Trucks - Fire Trucks	0	\$0.00	\$0.00	
Private Passenger - Fire Cars	0	\$0.00	\$0.00	
Private Passenger - Police Cars	71	\$1,059.74	\$75,241.54	
Private Passenger - All Other Type Cars	4	\$117.63	\$470.52	
Trailers - Semi Trailers	3	\$39.21	\$117.63	
Trailers - Trailers	15	\$39.21	\$588.15	
Buses - Public Transit Buses	0	\$0.00	\$0.00	
Buses - School Buses	0	\$0.00	\$0.00	
Motorcycles	0	\$0.00	\$0.00	
AUTO LIABILITY TOTALS	176			\$88,730

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE			Contribution Breakdown	Contribution Total
AUTOMOBILE PHYSICAL DAMAGE	Number of Vehicles	Contrib Per Vehicle	Total Contribution	
Trucks - Van, Pickups, Light Trucks	37	\$68.96	\$2,551.52	
Trucks - Medium Weight	19	\$68.96	\$1,310.24	
Trucks - Heavy Weight	4	\$68.96	\$275.84	
Trucks - Extra Heavy Weight	9	\$68.96	\$620.64	
Trucks - Ambulances or Paramedic Vehicles	0	\$0.00	\$0.00	
Trucks - Garbage	1	\$137.92	\$137.92	
Trucks - Fire Trucks	0	\$0.00	\$0.00	
Private Passenger - Fire Cars	0	\$0.00	\$0.00	
Private Passenger - Police Cars	69	\$257.47	\$17,765.43	
Private Passenger - All Other Type Cars	2	\$68.96	\$137.92	
Trailers - Semi Trailers	3	\$17.24	\$51.72	
Trailers - Trailers	4	\$17.24	\$68.96	
Buses - Public Transit Buses	0	\$0.00	\$0.00	
Buses - School Buses	0	\$0.00	\$0.00	
Motorcycles	0	\$0.00	\$0.00	
PHYSICAL DAMAGE TOTALS	148			\$22,920

Georgia Interlocal Risk Management Agency

Member Contribution Breakdown

LINE OF COVERAGE	Contribution Breakdown	Contribution Total
UNINSURED MOTORIST LIABILITY		\$1,364
LAW ENFORCEMENT LIABILITY	\$983.80 per officer	\$54,109
PUBLIC OFFICIALS LIABILITY		\$35,430
PROPERTY (including Mobile Equipment and Boiler & Machinery)	Values / Rates	\$141,897
Total Insured Value	\$87,243,133	
Rate per \$100 of Value	\$0.1626	
POLICE ANIMALS	\$35,000	\$3,500
CRIME	\$18.33 per employee	\$3,537
TOTAL CONTRIBUTION*		\$408,942

* Figures may be off by \$1 due to rounding



**RISK MANAGEMENT AND
EMPLOYEE BENEFITS
SERVICES**

BOARD OF TRUSTEES

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City Manager, Douglasville

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Meg Kelsey
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Councilmember, Camilla

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JoAnne Taylor
Mayor, Dahlonaga

Albert Thurman
Mayor, Powder Springs

Rebecca L. Tydings
City Attorney, Centerville

Clemontine Washington
Mayor Pro Tem, Midway

Vince Williams
Mayor, Union City

EXECUTIVE STAFF

Randy Logan
Deputy Executive Director

February 1, 2024

TRANSMITTED VIA E-MAIL

RE: GIRMA Member Notice of Rate Increase

Dear GIRMA Contact:

In preparation for the upcoming May 1, 2024-2025 GIRMA renewal, we wanted to provide some important information to the membership regarding loss trends, reinsurance expenses, changes to rates, and coverage document revisions.

GIRMA was formed in 1987 as a result of a hard market in the insurance industry wherein many commercial insurance companies were unwilling to provide coverage to public entities. GMA stepped in and formed GIRMA to ensure Georgia municipalities had access to property and liability coverage. In recent years due to economic inflation, social inflation, nuclear jury verdicts, a pandemic, a volatile investment climate and global natural disasters, the insurance industry is again in an uncertain environment where rates have increased dramatically, coverage has been restricted, and quite a few policies have been non-renewed.

While GIRMA is a non-profit entity designed to smooth the impact of market conditions, it is not immune to many of the same pressures facing commercial markets. For GIRMA specifically, costs associated with the frequency and severity of auto liability and auto physical damage claims are driving needed rate increases for these coverages. In addition, the costs of storm-related property losses and property reinsurance expense are driving needed rate increases for the property line of coverage. These trends have been apparent through claims statistics but were recently confirmed by a comprehensive actuarial study.

To achieve the rate adequacy indications provided by GIRMA's actuary, we wanted to let members know to anticipate an average rate increase of 15% for the upcoming 2024-2025 renewal. The exact rate increase for an individual member will be determined by the member's exposure changes (employee and officer count, vehicle count, property values, etc.) and claims experience.

GIRMA has taken measures to reduce expenses, but factors impacting rates such as inflationary pressures, storm severity and global reinsurance expense are largely outside of GIRMA's control. Remember, GIRMA is a not-for-profit entity and only collects enough premium dollars to cover anticipated claims and expenses for the pool.

There are also a few changes to the GIRMA Member Coverage Agreement that we want to highlight. For members who are currently insuring dams or docks for property damage coverage, we will continue covering these items but at an Agreed Amount value. This

GIRMA Member Notice of Rate Increase
February 1, 2024
Page Two

means the member will provide the value for which you wish to insure the dam or dock and GIRMA would pay up to that amount in the event of a total loss. GIRMA would not pay more than the Agreed Amount if the damage exceeded the scheduled Agreed Amount. In addition, GIRMA will not be able to provide property damage coverage for new dams that are not currently scheduled. The reason for this change is the lack of reinsurance support.

At the May 1, 2024 renewal, an annual aggregate limit equal to five times the Per Occurrence Limit will apply to the General Liability and Comprehensive Law Enforcement Liability coverage line. In addition, solar panels will now be covered on an Actual Cash Value basis.

Lastly, an exclusion will be added to make clear that claims for Bodily Injury or Personal Injury resulting from activities on artificial turf fields will apply. Since governmental immunity would generally have applied to this exposure, this should not be a significant change.

We appreciate your support and partnership in the GIRMA program. Please do not hesitate to reach out to us if you have any questions. You can reach me at (678-686-6221), Lindsey Albright (706-877-6400), or Meghan Murray (678-361-0886).

Sincerely,

A handwritten signature in black ink, appearing to read "Stan Deese".

Stan Deese
Director, Risk Management Services

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

CONTRIBUTION PAYMENT TERMS

CITY OF VILLA RICA

RLFC# VI2

INVOICE NUMBER	347012
EFFECTIVE DATE	05/01/2024
INVOICE AMOUNT	\$374,197
PROPOSAL NUMBER	RV12-PR2024-1

PAYMENT TERMS:

- OPTION 1: Full Amount Due on Binding
- OPTION 2: 50% Down – Balance due in 30 days
- OPTION 3: 25% Down – Balance due in 4 monthly installments. The entire contribution must be paid within 6 months of the effective date.

Checks should be made payable to **GIRMA**. Please sign and return with your check to:

Georgia Interlocal Risk Management Agency
P.O. Box 105377
Atlanta, Georgia 30348

Please sign and date on the lines below that you have read and accept the limits and deductibles outlined in the renewal terms. Please return the signed invoice with your initial payment to the GIRMA address above.

Authorized Signature

Date



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Excess (Supplemental) Cyber Liability Insurance
AGENDA DATE: 04/09/24

DATE PREPARED: 04/03/24
PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: \$16,000 (estimated + taxes & fees)
GL ACCOUNT #: 100-1110-523100
FUNDING SOURCE: General Fund Operating Budget
BUDGETED ITEM? Yes

PURPOSE: To approve supplemental cyber liability insurance.

BACKGROUND: When we applied for renewal of our liability insurance with GIRMA, there was an application for supplemental cyber liability insurance. This coverage does include access to a panel of resources for mediation if needed, for instance, in the case of a ransomware attack. The cyber liability market is very challenging for all industry sectors, but particularly the public entity. The estimated quoted price is \$16,000 + taxes and fees.

STAFF RECOMMENDATION: To approve the excess cyber liability insurance.

IMPACT: Increases our monetary protection in the event of a cyber-attack.

MOTION: I move to approve the Excess Cyber Liability Insurance for the estimated quoted price of \$16,000 plus taxes and fees.

From: [Murray, Meghan](#)
To: [Jennifer Hallman](#); [Louise Clark](#)
Subject: RE: EXTERNAL EMAIL: IMPORTANT: 2024-2025 GIRMA Quote Proposal & Invoice Delivery
Date: Monday, April 1, 2024 3:07:38 PM
Attachments: [image001.png](#)

Jennifer,

The indication pricing is around \$16,000. I'm waiting for a formal quote. This does not include any taxes or fees so I would build in cushion for those charges.

Thanks,

Meghan Murray

Senior Account Manager
Lockton Companies

Mobile 678.361.0886

3280 Peachtree Road NE #1000, Atlanta, GA 30305

From: Jennifer Hallman <jhallman@villarica.gov>
Sent: Monday, April 1, 2024 3:05 PM
To: Murray, Meghan <MAMurray@lockton.com>; Louise Clark <lclark@villarica.gov>
Subject: RE: EXTERNAL EMAIL: IMPORTANT: 2024-2025 GIRMA Quote Proposal & Invoice Delivery

Meghan –

Do you know when we will receive the Excess Cyber quote?

Thanks,
Jennifer

From: MAMurray@email.lockton.com <MAMurray@email.lockton.com>
Sent: Monday, April 1, 2024 2:49 PM
To: Jennifer Hallman <jhallman@villarica.gov>; Louise Clark <lclark@villarica.gov>
Subject: EXTERNAL EMAIL: IMPORTANT: 2024-2025 GIRMA Quote Proposal & Invoice Delivery

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Jennifer Hallman,

As a member of the Georgia Interlocal Risk Management Agency (GIRMA), we are pleased to present the enclosed renewal terms for your property and liability coverage for the period of May 1, 2024 to May 1, 2025. Please review the renewal terms closely as they contain important

information about the renewal. To achieve the rate adequacy indications provided by GIRMA's actuary, the average rate increase is 15%. Any changes to exposures or individual loss experience may further impact the contribution as well. There are several key factors driving the need for an increase, most notably unfavorable claim trends (Auto Liability and Property) and high inflation levels which impact the replacement and repair costs of vehicles and buildings. This was previously communicated to the membership in a memo distributed on February 2, 2024 as well.

Renewal Credit - As in years past, GIRMA is distributing a renewal credit based on the loss experience and total contributions of each individual member. The amount of the renewal credit approved by the Board of Trustees for the 2024-2024 coverage period is \$3,250,000.

Coverage Changes & Enhancements: The new Member Coverage Agreement has been updated to change certain coverages and clarify or correct intent in several areas. We have included a copy of a memo detailing the changes for your convenience.

Marketing Brochures: Attached you will find copies of many of the resources available such as the HELP line (Hotline for Employment Legal Problems), Safety Grant, Cyber, Inmate Medical, LGRMS, and the new Excellence in Policing program. The Excellence in Policing program walks agencies through the process of strengthening departmental policies and procedures and is a stepping-stone for cities seeking the Georgia Law Enforcement Certification. Participating cities are eligible for an annual discount of 5% on the Law Enforcement Liability premium! Members receiving discounts for GACP State Certification or CALEA Accreditation would not be eligible for an additional discount through the Excellence in Policing Program. In addition, please remember that the Inmate Medical coverage is available should you become responsible for medical expenses associated with an Eligible Inmate in your custody.

Auto ID Cards – The hard copies of the Auto ID cards will be mailed to you shortly. These should be placed in all vehicles insured by the Member. These cards do have expiration dates, so please ensure these are distributed prior to May 1, 2024.

Limits and Deductibles - The renewal terms reflect the per-occurrence limits and deductibles selected by your entity for the 2024-2025 period. **Based on recent litigation trends in Georgia, we recommend that you consider higher liability limits specifically for Public Officials Liability and Law Enforcement Liability lines of coverage. GIRMA offers limits including \$1,000,000, \$2,000,000, \$3,000,000, \$4,000,000 and \$5,000,000.** Should you wish to consider alternative deductible options or liability limits, please contact Lindsey Albright (lalbright@lockton.com) or Meghan Murray (mamurray@lockton.com).

Payment Terms - The enclosed documents include an invoice containing payment terms offered by GIRMA. These terms are meant to assist members in meeting cash flow needs. Please review the payment terms and decide which payment option is best for your entity. A minimum payment of 25% is due upon receipt of this invoice and no later than 30 days from the date of this correspondence. Please send payment to the address indicated on the invoice and reference the invoice number on your payment.

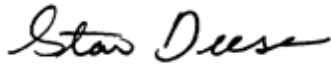
Pollution Coverage - If your entity has chosen to purchase the optional pollution coverage for the 2024-2025 coverage period, or you completed an application and requested a quote, a renewal proposal will be transmitted in a separate distribution. The pollution contribution is **not included** in the renewal contribution shown on the GIRMA renewal invoice.

Coverage & Member Documents - A packet containing your specific renewal Certificate of Coverage, Member Coverage Agreement and Declarations Pages will be **emailed** to you no later than the end of June.

On behalf of the GIRMA Board of Trustees and the Georgia Municipal Association, we want to thank you for your continued support. GIRMA is a stable and successful program due to the long-term commitment and participation of its membership.

If you have any questions about the 2024-2025 annual renewal contribution, please contact Lindsey Albright at 706-877-6400 or Meghan Murray at 678-361-0886. I can be reached at 678-686-6221.

Sincerely,

A handwritten signature in black ink that reads "Stan Deese". The signature is written in a cursive, flowing style.

Stan Deese, Director, Risk Management Services



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Stormwater Utility Proposals
AGENDA DATE: March 12, 2024

DATE PREPARED: February 27, 2024
PREPARED BY: Mark Teal, PE

AMOUNT: \$135,500.00
GL ACCOUNT #: 560-4320-521200
FUNDING SOURCE: Stormwater Fund
BUDGETED ITEM? Yes. \$150,000
PUBLIC HEARING:

- The public hearing process will ultimately be required since a stormwater utility ordinance is included as part of this project, however, a public hearing is not required for the approval of this proposal. Public relations, education and outreach will be performed by the consultant and are included in the cost above.

PURPOSE: The City of Villa Rica posted a request for Stormwater Utility RFPs on November 8, 2023 and proposals were due on December 15, 2023. The City of Villa Rica received three (3) proposals from engineering consulting firms, experienced in the successful implementation of stormwater utility programs for counties and municipalities, for developing a stormwater utility (or other alternative funding system) for use in equitably funding the City's efforts in managing the stormwater work plan. The stormwater work plan consists of operations and maintenance, environmental administration, design and construction.

BACKGROUND: Currently, stormwater management is funded through the City's general fund, with some of its Capital Improvement Programs (CIP) funded through Special Purpose Local Option Sales Tax (SPLOST). The City's infrastructure is aged, regulatory requirements are more demanding, and the City's budget is limited. Thus, the successful proposer shall provide professional services for the development and implementation of a stormwater utility for the City of Villa Rica.

The City of Villa Rica's geographical information system (GIS) database does not include an "impervious surface" layer. Impervious surface areas will be required to be calculated to predict a table of projected fees for separate land uses.

City of Villa Rica Domestic Water Services as of 9/30/2023:

Residential: 6275

Multiresidential: 32

Commercial: 636

Industrial: 68

STAFF RECOMMENDATION: Proposals were reviewed and graded by Mr. Jameson Green (Watershed Protection/Stormwater Manager) Mr. Bobby Elliot, PE (Engineering Consultant), and Mr. Mark Teal, PE (Engineering Consultant). The RFP Tally Results are shown below.

Stormwater Utility RFP Tally				
Reviewer	Basis of Award	Integrated Science & Engineering	Brennan Jones Engineering & Associates	Raftelis
Mark Teal, PE	Qualifications and Experience (20 points)	19	18	18
	Methodology (30 points)	28	29	27
	Fees (20 points)	18	20	20
	Schedule (25 points)	25	25	25
	Local Vendor (5 points)	0	0	0
	Total Points	90	92	90
Bobby Elliot, PE	Qualifications and Experience (20 points)	20	20	10
	Methodology (30 points)	30	14	14
	Fees (20 points)	14	18	18
	Schedule (25 points)	25	25	25
	Local Vendor (5 points)	0	5	0
	Total Points	89	82	67
Jameson Green	Qualifications and Experience (20 points)	20	18	15
	Methodology (30 points)	30	12	17
	Fees (20 points)	13	18	18
	Schedule (25 points)	25	25	25
	Local Vendor (5 points)	0	5	0
	Total Points	88	78	75
Average Points		89	84	77
Proposed Fee		\$ 135,500.00	\$ 165,000.00	\$ 150,700.00

*The \$210,500.00 fee proposed by Integrated Science & Engineering, Inc. included an additional optional cost of \$75,000.00 to calculate residential impervious surface areas, which is not a requirement of the RFP. Therefore, their fee is \$135,500.00 per confirmation from Integrated Science & Engineering, Inc.. At the time proposals were reviewed “staff” did not realize this \$75,000.00 was included in the total proposal fee. This information further justifies Integrated Science & Engineering, LLC as the best consultant for this project.

Recommendation: Contract with Integrated Science & Engineering, LLC.

IMPACT: The proposed fee of \$135,500.00 is \$14,500.00 under the budgeted line item for this project.

MOTION: Motion to approve the proposal from Integrated Science & Engineering, Inc. at the proposed fee of \$135,500.00, authorize the City Attorney to develop the contract based on the RFP and the Proposal, and authorize the Mayor to sign.



City of Villa Rica Stormwater Utility Overview



What is a Stormwater Utility?

- ❖ Stand-alone utility service similar to the water utility service
- ❖ Dedicated to stormwater runoff planning and management
- ❖ Responsible for funding and performing stormwater system
 - Operation
 - Construction
 - Maintenance
- ❖ Generates revenues through fees for service

Why does the City need a Stormwater Utility?

- ❖ No dedicated funding for stormwater system
 - Major improvements
 - Preventative maintenance
 - Repair
- ❖ Current budget only allows for emergency repairs
- ❖ Existing stormwater system is
 - Breaking down
 - Too small and insufficient
 - No longer effective
- ❖ Enforcement of the unfunded mandates from the GA EPD and U.S. EPA.
- ❖ A comprehensive program is needed to control stormwater runoff



What is stormwater runoff?

- ❖ Stormwater runoff is precipitation from rain or snow that does not soak into the ground
- ❖ Impervious surfaces such as driveways, parking lots, sidewalks, streets and roofs prevent stormwater from naturally soaking into the ground
- ❖ Urban stormwater is the number one source of surface water pollution in the U.S. and causes
 - public safety hazards
 - health risks
 - environmental threats
- ❖ Rainfall or irrigation ultimately drains into a City maintained drainage system



Why is stormwater runoff an issue?

❖ Flooding due to

- Excessive runoff to downstream
- Back up

❖ Pollution

- Stormwater flow mobilizes contaminants and pollutants
- Chemicals such as oil, pesticides, fertilizer, metals, trash, sediments and animal wastes

❖ Soil Erosion

- Washes away topsoil and stream banks

❖ Water Quality

- Leading cause of nutrient contamination, leading to algae blooms and low oxygen levels, which can result in fish kills



How does stormwater quality affect the environment?

- ❖ Contributes to erosion, which causes sediment build-up in our streams and rivers
- ❖ Picks up a lot of things on its way to area streams and rivers
 - Litter, road salt, lawn and garden chemicals and more
 - Backyard mechanics that drain oil, antifreeze or gas into the storm sewer pose a threat to the environment.
- ❖ Stormwater carrying harmful pollutants
 - Destroys wildlife habitat
 - Affects drinking water supplies
 - Affects recreational activities such as swimming, fishing and water skiing



What are the causes of stormwater problems?

❖ Urbanization

- Growth and development increases stormwater runoff and pollutants

❖ Aging infrastructure

- Pipes, culverts and inlets have a limited life expectancy and must be repaired or replaced

❖ Changes in design standards

- Stormwater systems may be inadequate with respect to current standards and criteria

❖ Inadequate planning and maintenance

- Failure to appropriate resources
- Neglecting to maintain current stormwater systems

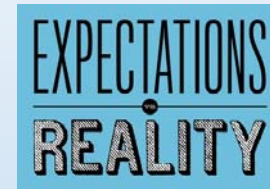
❖ Poor design and/or faulty construction

- Developer plans and sites may not have been properly reviewed and inspected for potential problems

What can I expect from the Stormwater Utility?

❖ New Program

- It will take time for the full effect of the Stormwater utility to be realized
- Improvements should be visible within a couple of years after implementation



❖ Expectations

- Substantial improvements in stormwater system maintenance
- Better stormwater drainage and less flooding
- Improved water quality
- Compliance with EPA regulations



What will the generated revenue be used for?

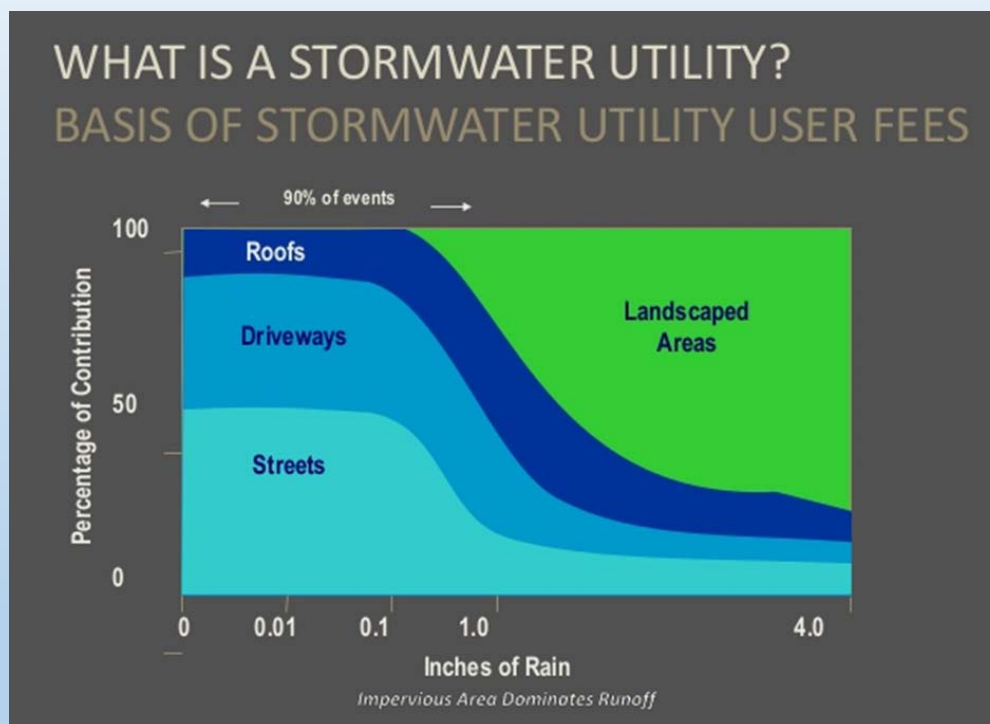
❖ Generated revenue will be used to:

- Inspect, maintain and repair storm sewers and the stormwater system
- Ditch, swale and stream maintenance
- Address flooding issues and reduce flooding occurrences
- Improve quality of stormwater runoff (less contaminants and pollutants)
- Stormwater regulation compliance
- Street sweeping and litter, trash and debris control
- Establish leaf collection program



What is the basis for the Stormwater Utility fee?

- Impervious area is used to calculate rates because impervious surfaces prevent water from being absorbed in the ground
- Impervious surfaces create more runoff and increase the rate at which stormwater drains from the area
- Impervious surfaces provide the primary contribution to runoff for 90% of rainfall events



What is an impervious area?

❖ Impervious surface areas:

- Include artificial structures
 - Pavements (roads, sidewalks, driveways and parking lots)
 - Coverage by impenetrable materials such as asphalt, concrete, brick, stone and rooftops
- Can't absorb stormwater
- Stormwater moves quickly over these surfaces into nearby storm sewers and streams
- Collect pollutants and contaminants that easily wash off with stormwater runoff



Who pays the Stormwater Utility service charge (fee)?

❖ PAYS:

- Developed residential properties
- Developed non-residential properties
 - Businesses & Industries
 - Schools & Churches
 - Vacant land with >250 square feet of impervious area

❖ DOES NOT PAY:

- Undeveloped properties
 - Having less than or equal to two hundred fifty (250) square feet of impervious area
- Governmental properties
 - City, township, county, state and federal properties
 - Responsible for their own stormwater programs that must comply with stormwater regulations

How is the service charge (fee) determined?

❖ Based on impervious surface area

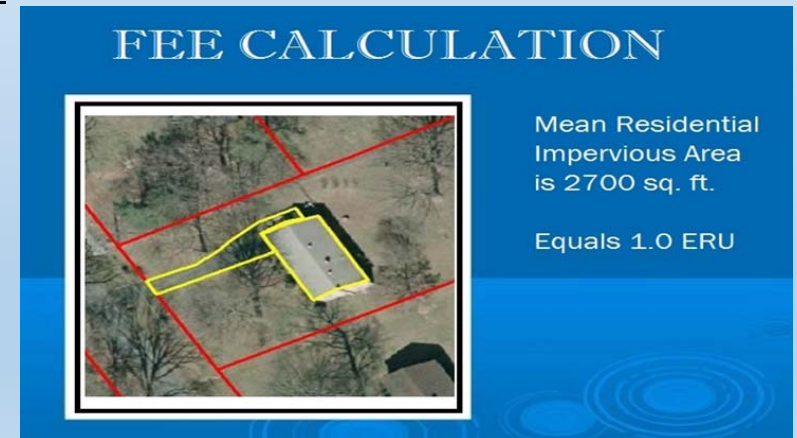
- Impervious area is the best indicator of how much a property will use the stormwater system
- Impervious areas measured from City and Carroll County GIS information

❖ Single family residential properties provide the basis for the fee rate

- Formed the basis for the Stormwater Utility fee rate structure
- Average amount of impervious area determined to be **2,700 square feet** (For Example)
- Defined to be **one (1) Equivalent Residential Unit (ERU)**

❖ Non-single family residential properties

- Amount of impervious area determined from City or County GIS
- Compare 2,700 square feet or 1 ERU to determine number of chargeable ERUs
- Example: **27,000 sq. ft. of impervious area equates to 10 ERUs** (Equivalent Residential Units)



Why a Stormwater Utility fee instead of a tax?

- ❖ A property's value does not affect runoff, so property taxes are not the most equitable way to pay for Stormwater Utility services.
- ❖ For example:
 - A high-rise building and a shopping mall may have similar value and pay similar property taxes
 - The shopping center produces more stormwater runoff because of the amount of parking and rooftops
 - The impervious area method ensures the shopping center pays a higher stormwater fee than the high rise building

How will I be billed?

- ❖ The stormwater utility fee will be included as a separate line item on the water bill
- ❖ If a property does not receive a water bill, a bill for the stormwater utility service charge will be issued. It will be billed to the property owner of record



Are tax-exempt properties and non-profits billed?

- ❖ **Yes**
 - The stormwater utility fee is not a tax, but a fee based on the property's impervious areas
 - If a property does not receive a water bill, a bill for the stormwater utility service charge will be issued

How much will I pay (fee rates)?

❖ Single family residential properties (Example Calculations)

- Pay \$4.00 per month per one (1) ERU for single family detached homes
- Residential duplexes will be treated the same as single-family residential properties

❖ Developed non-single family residential properties

- e.g., nonresidential, businesses, commercial and multi-family residential
- Charged based on the total amount of impervious area on the site and the resulting equivalent ERUs, at a rate of \$4.00 per ERU per month
- Example: 27,000 sq. ft. of impervious area equates to 10 ERUs which results in a stormwater utility service charge (fee) of \$40.00 per month
(10 ERU x \$4.00/ERU = \$40.00)
- May receive up to 50% reduction in stormwater charges based on approved stormwater credit policy

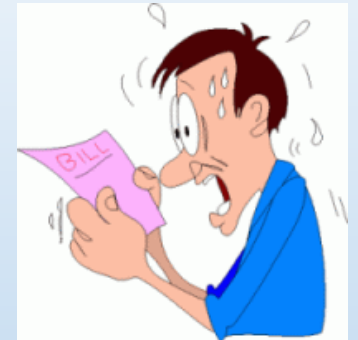
Can adjustments be made?

❖ Developed non-single family residential properties

- May petition for adjustments to their stormwater utility fee based on applied for and approved credits in the Stormwater Utility Plan

❖ All properties: grounds for adjustments of the fee are defined in the Stormwater Utility Plan:

- An error was made regarding the calculation of the impervious area of developed non-single family residential properties
- The fee for developed single family residential properties is a flat fee and cannot be appealed
- The property is exempt from the fee, but received a bill in error
- The identification of the property owner billed is in error
- There is a mathematical error in calculating the stormwater utility fee
- An approved credit for non-single family developed properties was incorrectly applied



Who will be exempt from the fee?

❖ ADJUSTMENTS OR EXEMPTIONS ALLOWED:

- City, township, county, state and federal properties will be exempt since they are responsible for their own stormwater programs and meeting stormwater regulations
- Undeveloped or vacant properties containing less than 250 square feet of impervious area will be exempt
- Non-single family residential properties that are developed will be eligible for stormwater utility credits when defined criteria are met



❖ ADJUSTMENTS OR EXEMPTIONS NOT ALLOWED:

- Income level
- Tax exempt status
- Non-profit status

What are credits?

❖ Stormwater credit

- Is a reduction in a portion of the stormwater utility service charge for certain qualifying activities
- Limited to not exceed 50% of the service charge (fee)
- Can't be less than 1 ERU

❖ Given to:

- Reduce the impact of increased stormwater runoff
- Reduce the City's costs of providing stormwater management
- Creates green infrastructure and/or improves the environment

❖ Requirements to receive:

- Meet certain criteria and conditions
- Submit application
- Must be approved by the City of Villa Rica



What credits are allowed?

AVAILABLE CREDITS (Examples)

- ❖ Detention/Retention (10% to 30%)
- ❖ Preservation/Flood Hazard Area (10% to 50%)
- ❖ Education Credit (Up To 50%)
- ❖ Maintenance Credit (Up to 50%)
- ❖ Brownfield Reuse Credit (10%)
- ❖ Individual Industrial NPDES Permit Credit (10%)
- ❖ Economic Development Credit (10%)
- ❖ Phase In Credit (20% to 50%) for 2018)
- ❖ Phase In Credit (15% to 25%) for 2019)



City of Villa Rica, Georgia

November 8, 2023

Stormwater Utility

Request for Proposals

CITY OF VILLA RICA, GA

REQUEST FOR PROPOSALS FOR STORMWATER UTILITY

**City of Villa Rica, Georgia
571 W Bankhead Hwy
Villa Rica, Georgia 30180**

This is a Request for Proposals to The City of Villa Rica for developing a Stormwater Utility as indicated herein. Sealed proposals will be received at the office of the City Manager (in the City of Villa Rica City Hall Building at the above address) prior to **2:00 p.m., Friday, December 15, 2023**. The City of Villa Rica will review all proposals and they will ultimately be ranked according to this document.

Digital copies of the Request for Proposals will be provided at no charge. For additional information, contact **Mark Teal at 770-378-2408 or TealE2.Consulting@gmail.com (email is preferred)**.

Instructions for preparation and submission of a proposal are contained in this packet. Proposals must be typed or printed in ink. Proposals submitted as a result of this invitation must include the "Fee Sheet" along with all required documents and shall be returned in a sealed envelope or container marked, "SEALED PROPOSAL for Villa Rica Stormwater Utility" on the outside. Proposals may not be considered unless so received.

Any questions and/or misunderstandings that may arise from this invitation shall be submitted in writing at least 10 days prior to the above mentioned due date. Send to Mark Teal, PE at TealE2.Consulting@gmail.com. The City will not respond to any questions received within 10 days of the RFP due date. Answers to questions submitted that materially change the conditions and specifications of this invitation for bid will be promulgated to all email addresses as an addendum. Any discussions or documents will be considered non-binding unless incorporated and promulgated in an addendum.

City of Villa Rica provides equal opportunities for all businesses and does not discriminate against any person or business because of race, color, religion, sex, national origin, handicap or veterans status. This policy ensures all segments of the business community have access to supplying the goods and services needed by the City of Villa Rica.

The City of Villa Rica reserves the right to waive any and all technicalities and informalities, reject any or all proposals, and make the award in the best interest of the City.

Sincerely,

Tom Barber, City Manager
City of Villa Rica, Georgia

SECTION I SCOPE OF WORK

2.0 Broad Description of Project

The purpose of this event is to receive proposals from consulting firms, experienced in the successful implementation of stormwater utility programs for counties and municipalities, for developing a stormwater utility (or other alternative funding system) for use in equitably funding the City's efforts in managing the stormwater work plan. The stormwater work plan consists of operations and maintenance, environmental administration, and construction in progress. Electronic submissions will not be accepted for this proposal.

2.1 Background

The City of Villa Rica's geographical information system (GIS) database does not include an "impervious surface" layer. Impervious surface areas will be required to be calculated to predict a table of projected fees for separate land uses.

Currently, stormwater management is funded through the City's general fund, with some of its Capital Improvement Programs (CIP) funded through Special Purpose Local Option Sales Tax (SPLOST). The City's infrastructure is aged, regulatory requirements are more demanding, and the City's budget is limited. Thus, the successful proposer shall provide professional services in support of the following general steps for the development and implementation of a stormwater utility for the City of Villa Rica.

City of Villa Rica Domestic Water Services as of 9/30/2023:

Residential:	6275
Multiresidential:	32
Commercial:	636
Industrial:	68

2.2 Scope of Services

The consultant shall review existing information, including levels of service and funding, and develop plans to implement a fair and legally defensible program for providing needed services and means by which to fund the program. This may include the following items:

- A. Program mission statement.
- B. Key policy issues that must be decided and recommendations.
- C. Menu of funding methods to evaluate.
- D. Organization, management, and operational options that relate resultant fees to various levels of service.
- E. Possible legal pitfalls.
- F. Alternative approaches to public information, involvement, and education.
- G. Suggested ordinance amendments.
- H. Strategy for gaining approval of utility and any other options or issues.

Expected components of the consultant's work include, but are not necessarily limited to, the following:

- A. Evaluation of existing data.
- B. Stormwater needs assessment.
 - 1. Program elements.
 - 2. Level of service (LOS) both present and post utility implementation.
 - 3. Costs of existing service.
 - 4. Costs for higher service.
- C. Evaluation of other possible stormwater funding options.
- D. Stormwater utility evaluation including implementation plan with timeline.
- E. Conceptual plan of the public awareness, education, and involvement process including groups that should be involved.
- F. Describe consultant's rate modeling approach.
- G. Stormwater utility report. This is foreseen as the basis for actual implementation of the stormwater utility.

The goal is to create a successful utility that will stand up to known legal challenges and can be implemented as soon as possible, in order to create revenue sufficient to operate a significant portion of the City's stormwater maintenance, operation, and possibly capital and environmental expenditure needs. The term utility shall be understood as being a system of legally billing the public for the services provided.

The plan, process, procedure, and workings of the completed stormwater utility must be conducted in compliance with all applicable laws and regulations of the State of Georgia.

Proposals shall include the following and **shall be no more than twenty (20) pages not including resumes and references**. All respondents to this RFQ are subject to instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully. The City reserves the right to reject any or all statements of qualifications or proposals and to waive technicalities and informalities at the discretion of the City. Please note: The issuance of this RFQ invokes a Restriction of Communication on potential respondents, which, if violated, may result in proposal rejection (See Section 2.11.1 for details).

Proposal Requirements:

- A. Project Execution
 - 1. Execution of supporting the entire stormwater utility development process.
 - 2. Provide professional consulting throughout the entirety of the project to assist with management of the process.
- B. Public Relations and Education
 - 1. Assist with public relations activities to achieve public participation in the process.
 - 2. Assist in public meetings, presentations, and guidance for staff and elected officials.
 - 3. Produce high quality presentation materials for the public process.
 - 4. Public information program.
- C. Utility Details
 - 1. Data collection.

2. Utility policies.
 - a. Rate structure options.
 - b. Recommend exemptions/credits.
 - c. Fee adjustment models.
 - d. Recommended rate model.
 - e. Funded activities.
 - f. Assignment of billing basis.
3. Preliminary revenue project/rate model.
4. Billing assessment (non-ad valorem).
5. Aerial and parcel coverage City wide.
6. Impervious surface area calculations.
7. Field verification/review.
8. Ordinance Amendments

D. Stormwater utility release to the City

1. Sending out the first bill. See 2.3.4 Schedule.
2. Assist in training City customer service representatives including ,
water/sewer billing, and stormwater management utility staff on responding
to questions and complaints regarding the new utility.
3. Establish a mechanism to add a bill for new annexations, developments,
and/or changes to impervious surface areas.
4. Develop a system to build five (5) and twenty (20) year planning into the
basis for fee.
5. Assist in training the billing staff to collect the fee for the first 120 days, after
initial billing.
6. Document the process at the successful conclusion of the project.

2.3 Proposal Response Requirements

Proposing firms must provide proposals addressing the following items:

2.3.1 Experience

Provide summaries and project descriptions of at least five (5) projects completed within the past five (5) years (at least two (2) must be in Georgia) similar in nature, scope, and complexity. Include information on court challenges, current status of utility, type of rate structure utilized, and reference names and telephone numbers for each project. Each proposer shall submit a detailed summary of their qualifications and experience. Additional information such as agency brochures, resumes, etc. may be submitted as appropriate. List the names and address of the firm's headquarters and the branch office that will perform the services described in this RFP. Provide current and projected workload for the key project team members to the project. Provide executive summaries (one page) of financial statements for the past five (5) years for your firm.

2.3.2 Methodology

Describe how your firm conducts these types of projects, including a description of the role of City staff. Describe how your firm sees the City of Villa Rica's needs as paralleling your typical plan, or how it needs to be different if that is your opinion. Include a schedule for overall implementation of a stormwater utility for Villa Rica.

2.3.3 Fees: Proposer shall submit fees based on the detailed listing in Section 3 of the RFP. Provide Hourly Fees for Services not specifically shown in the Scope of Services that may arise.

2.3.4 Schedule: Each proposer shall submit a proposed time schedule for the project.

The City of Villa Rica is requiring the total contract time for implementation for sending out the first bill to be a maximum of 365 calendar days.

2.3.5 A bidder or business shall be considered a local vendor if it meets all of the following requirements:

- a) The bidder or business must operate and maintain a regular place of business with a physical address within the corporate limits of the city, and
- b) The bidder or business must at the time of bid or quotation submission, have a current city business tax certificate issued by the city, and
- c) The business owner must serve a commercially useful function, meaning performance of real and actual service in the discharge of any contractual endeavor. The contractor/vendor must perform a distinct element of work for which the business owner has the skills, qualifications and expertise, as well as the responsibility for the actual performance, management and supervision of the work for which he/she has been contracted to perform.

2.3.6 Documents Required (not included in the 20 page limit)

- ☐ **Representation**
- ☐ **Oath**
- ☐ **Acknowledge Addendum/Amendments**
- ☐ **Georgia Security and Immigration Compliance Act requirements**

(Failure to return required documents with your bid will render your proposal non responsive.)

2.4 Information Available

Proposing firms should assume that the following information is available for the successful consultant's use in executing the project:

- A. City code
- B. Property tax records
- C. Color aerial photography
- D. City municipal limits
- E. Property maps

- F. Rights of way maps
- G. GIS resources
- H. Public Information Office for public outreach including government television, commercial spots, etc.
- I. City drainage plans (minimal)
- J. Neighborhood maps
- K. Drainage maintenance records for past several years
- M. Interviews with City Staff

2.5 Proposal Format: Proposals shall be submitted in the following format and include the following information.

- a) Detailed description of capabilities as requested
- b) Fee Proposals per instructions in Section III signed by responsible party

2.6 Basis of Award: Proposals will be evaluated according to the following criteria and weight:

- a) Proposer's qualifications and experience, including support capabilities *(20 points)*
- b) Methodology *(30 points)*
- c) Fees *(20 points)*
- d) Schedule *(25 points)*
- e) Local vendor (Within the city limits of Villa Rica and has a City of Villa Rica Business Tax Certificate) participation *(5 points)*

Proposals shall be evaluated by a selection committee. The selection committee may, at its option, request any or all proposers to provide on-site demonstrations of the proposed system.

A short list may be developed and interviews conducted with those proposers deemed to be most qualified. The City reserves the right to conduct interviews of any or all proposers at the City's discretion. The City also reserves the right to request a Best and Final Offer (BFO) and to re-score evaluations based on the best and final offer. Proposers may be required to provide clarification of their proposal as part of the BFO response.

2.7 Copies: One (1) unbound, printed and signed original, five (5) identical, printed copies, and one electronic copy (on a flash drive) of the proposal and supporting documents must be submitted in response to the RFP. All responses must relate to the specifications as outlined.

2.8 Contacts: Proposers must submit proposals in accordance with the instructions contained in this RFP. All requested information must be submitted with the proposal. Instructions for preparation and submission of proposals are contained in this package. All questions regarding this request for proposal should be submitted in writing and emailed to the person listed on the summary event page.

2.9 Acknowledgement of Addenda: Vendor is responsible for determining and acknowledging any addenda issued in connection with this RFP. Addenda must be acknowledged in order for proposals to be considered.

2.10 Insurance Requirements

2.10.1 Comprehensive General Liability

Contractor shall carry comprehensive general liability on an occurrence form with no “x, c or u” exclusions with the following minimum limits:

- Each occurrence - \$2,000,000
- Damage to Rented Premises - \$1,000,000
- Medical Expense - \$5,000
- Personal & Adv Injury - \$1,000,000
- General Aggregate - \$2,000,000
- Products – Completed Ops. Aggregate - \$2,000,000

General aggregate shall apply on a per project basis

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.10.2 Professional Liability

\$ 1,000,000 per occurrence limit

2.10.3 Commercial Automobile Liability

The automobile policy must include coverage for owned, non-owned and hired automobiles

- Minimum limits are \$1,000,000
 - Contractor will provide a Certificate of Insurance reflecting required coverage.
- A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate
- A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.10.4 Workers Compensation

Contractor shall carry a workers compensation policy including all statutory coverage required by Georgia state law

Minimum employer's liability limits:

- \$500,000 each accident
- \$500,000 each employee (disease)
- \$500,000 policy limit (disease)

Contractor will provide a Certificate of Insurance reflecting required coverage.

A waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.10.5 Umbrella/Excess Liability

Contractor shall carry an umbrella/excess liability policy which must follow form over underlying policies: general liability, auto liability and employer's liability.

Minimum limits:

- \$2,000,000 per occurrence
- \$2,000,000 aggregate

Contractor will provide a Certificate of Insurance reflecting required coverage.

Waiver of subrogation endorsement to the policy in favor of the City shall also be provided and attached to the certificate

A (30) day notice of cancellation in favor of the City must be endorsed to policy and attached to the certificate

2.10.6 General

All insurance shall be placed with Georgia admitted carriers with a current Best's rating of A (minus), X, or better

Any modifications to specifications must be approved by the City

2.11 Additional Terms and Conditions

2.11.1 Restriction of Communication

From the issue date of this (RFQ) solicitation until a successful proposer is selected and the selection is announced, proposers are not allowed to communicate about this solicitation or this Project Or any reason with any members of the Selection Committee, the Owner, except for submission of questions as instructed in the RFQ, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, the Owner reserves the right to reject the proposal of the offending proposer.

2.11.2 Submittal Costs and Confidentiality

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The Owner is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of the Owner. Labeling information provided in submittals “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Georgia Open Records Act, the details of the proposal documents will remain confidential until final award.

2.11.3 Award Conditions

This request is not an offer to contract or a solicitation of bids. This request and any statement of qualifications or proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the Owner and does not obligate the Owner to procure or contract for any services. Neither the Owner nor any party submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the Owner. The Owner reserves the right to waive non-compliance with any requirements of this Request for Proposal and to reject any or all proposals submitted in responses. Upon receipt and review of responses, the Owner will determine the party(s) and proposal that in the sole judgment of the Owner is in the best interest of the Owner (if any is so determined), with respect to the evaluation criteria stated herein. The Owner then intends to conduct negotiations with such party(s) to determine if a mutually acceptable contract may be reached.

2.11.4 Statement of Agreement

With submission of a statement of qualifications or proposal, the Proposer agrees that he/she has carefully examined the solicitation, and the Proposer agrees that it is the Proposer’s responsibility to request clarification on any issues in any section of the solicitation with which the Proposer disagrees or needs clarified. The Proposer also understands that failure to mention these items in the proposal will be interpreted to mean that the Proposer is in full agreement with the terms, conditions, specifications and requirements in the therein. With submission of a proposal, the Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that Proposer has not directly or indirectly included or solicited any other Proposer to put in a false or insincere proposal; (c) that Proposer has not solicited or induced any person, firm, or corporation to refrain from sending a proposal.

SECTION III

FEE PROPOSAL

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.VillaRicaGA.GOV. ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ON THIS FORM.

I have read and understand the requirements of this request for proposal RFP – Consulting for Stormwater Utility and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

Project Execution \$ _____

Public Relations and Education \$ _____

Stormwater Utility Details \$ _____

Stormwater Utility Release to the City \$ _____

Other Services (include rate sheets as an attachment) \$ _____

TOTAL \$ _____

*Fee proposals shall be accompanied by hourly rate sheets.

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP _____

TELEPHONE: (_____) _____

EMAIL ADDRESS: _____

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

ADDENDUM # _____

DATE _____

I certify this bid complies with the General and Specific Specifications and Conditions issued by the City except as clearly marked in the attached copy.

_____/_____/_____

Please Print Name

Authorization Signature

Date

The bidder certifies that:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any bid submitted to the City of Villa Rica or the performance of any contract resulting therefrom;
- (2) That it is and shall be the policy of this company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this company, including those companies owned and controlled by racial minorities, cultural minorities, and women;
- (3) In connection herewith, we acknowledge and warrant that this company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this company;
- (4) That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this company may hereafter obtain and;
- (6) That the failure of this company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the City of Villa Rica to declare the contract in default and to exercise any and all applicable rights and remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

_____/_____
Signature **Title**

REPRESENTATION

(To be submitted)

AFFIDAVIT

This proposal is submitted to the City of Villa Rica, Georgia (City) by the undersigned who is an authorized officer of the company and said company is licensed to do business in Georgia and the City of Villa Rica. Further, the undersigned is authorized to make these representations and certifies these representations are valid. The Proposer recognizes that all representations herein are binding on the Company and failure to adhere to any of these commitments, at the City's option, may result in a revocation of the granted contract.

Consent is hereby given to the City to contact any person or organization in order to make inquiries into legal, character, technical, financial, and other qualifications of the Proposer.

The Proposer understands that, at such time as the City decides to review this proposal, additional information may be requested. Failure to supply any requested information within a reasonable time may result in the rejection of the Proposer's proposal with no re-submittal rights.

The successful Proposer understands that the City, after considering the legal, financial, technical, and character qualifications of the Proposer, as well as what in the City's judgment may best serve the public interest of its citizens and employees, may grant a contract.

The successful Proposer understands that this proposal is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

Company Name: _____

Authorized Person: _____ Signature: _____
(Print/Type)

Title: _____ Date: _____

Address: _____

Telephone: _____ Fax: _____

Email: _____

Name and telephone number of person to whom inquiries should be directed:

Name: _____

Address: _____

Title: _____ Telephone: _____

Fax: _____ E-mail: _____

-End of this Page -

GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT

Instructions:

Contractors must attest to compliance with the requirements of O.C.G.A. 13-10-91 and the Georgia Department of Labor Rule 300-01-02 by executing the Contractor Affidavit in accordance with the requirements of the Georgia Security & Immigration Compliance Act.

CONTRACTOR AFFIDAVIT AND AGREEMENT

(Failure to submit will render bid non-responsive You must use this form, you must be enrolled in this program, you must include your user ID #)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Villa Rica has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with O.C.G.A. § 13-10-91. Further, the undersigned contractor states affirmatively that the individual, firm, or corporation contracting with City of Villa Rica will continue to utilize and participate in the EEV federal work authorization program throughout the term of this contract.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Villa Rica, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form provided by The City of Villa Rica. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Villa Rica at the time the subcontractor(s) is retained to perform such service.

EEV / Basic Pilot Program User Identification Number

BY: _____
Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE
DAY OF _____,
20____.

Notary Public

My Commission Expires: _____

Note: As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security in conjunction with the Social Security Administration (SS)

GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to the City of Villa Rica with the executed contract documents.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by the The City of Villa Rica City Council at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of The City of Villa Rica has registered with and is participating in a federal work authorization program [Employment Eligibility Verification (EEV) / Basic Pilot Program, operated by the U.S. Citizens and Immigration Services Bureau of the U. S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)] in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91.

EEV / Basic Pilot Program User Identification Number

BY: _____
Authorized Officer or Agent
(Contractor Name)

Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE ____ DAY OF _____,
20____.

Notary Public _____

My Commission Expires: _____

<http://www.accg.org/content.asp?contentid=1779>

(Click on the link above for more information regarding the SAVE portion of the “Georgia Security & Immigration Compliance Act”)

Secure and Verifiable Documents:

http://law.ga.gov/vgn/images/portal/cit_1210/0/0/187421259Secure%20and%20Verifiable%20document%20list%202012.pdf

(Click on the above link for a list of acceptable “Secure & Verifiable Documents”)

PLEASE READ AND ATTACH APPROPRIATE DOCUMENT TO THE AFFIDAVIT AFTER THIS PAGE

Affidavit Verifying Status of Applicant for City Public Benefits

Pursuant to the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1), effective July 1, 2007, every agency in the City of Villa Rica providing local public benefits is responsible for determining the immigration status of applicants for said benefits.

By executing this affidavit under oath, as an applicant for a City of Villa Rica, Georgia Occupation Tax Certificate, Alcohol License, Taxicab License, or other public benefit as referenced in O.C.G.A. § 50-36-1 I am stating the following with respect to my application for a City of Villa Rica Occupation Tax Certificate, Alcohol License, Taxicab License or other public benefit (circle one) for _____ [Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]:

Company Name: _____

_____ I am a United States citizen;

OR

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

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

Signature of Applicant

Date

Printed Name

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Alien Registration number for non-citizens*

Notary Public

My Commission Expires:

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

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PRACTICE

EEO Plan: The successful Proposer will develop and implement an EEO policy that, as a minimum, will recruit, hire, train, and promote, at all levels, without regard to race, color, religion, national origin, sex, or age, except where sex or age is a bona fide occupational qualification.

EEO For Veterans/Handicapped: The successful Proposer will also provide equal employment opportunities for qualified disabled veterans, handicapped persons and veterans of the Vietnam Era.

EEO For Successful Proposer Programs: The successful Proposer, will ensure equal employment opportunity applies to all terms and conditions of employment, personnel actions, and successful Proposer-sponsored programs. Every effort shall be made to ensure that employment decisions, programs and personnel actions are non-discriminatory. That these decisions are administered on the basis of an evaluation of an employee's eligibility, performance, ability, skill and experience.

EEO Acquisitions: The successful Proposer will develop and implement a policy that will give equal opportunity to the purchase of various goods and services from small businesses and minority owned businesses.

Does the Proposer have the above EEO policy in place?	Y	N
If the answer to the above is no, will the Proposer have such a policy in place prior to commencing work on this project:	Y	N

Statement of Assurance: The Proposer herein assures the City that it is in compliance with Title VI & VII of the 1964 Civil Rights Act, as amended, in that it does not on the grounds of race, color, national origin, sex, age, handicap, or veteran status, discriminate in any form or manner against employees or employers or applicants for employment and is in full compliance A.D.A.

(Firm's Name)

(Authorized Signature)

(Title)

(Date)

LEGAL AND CHARACTER QUALIFICATIONS

Convictions: Has the Proposer (including parent corporation, if applicable) or any principal ever been convicted in a criminal proceeding (felonies or misdemeanors) in which any of the following offenses were charged?

		Y	N
a	Fraud		
b	Embezzlement		
c	Tax Evasion		
d	Bribery		
e	Extortion		
f	Jury Tampering		
g	Anti-Trust Violations		
h	Obstruction of justice (or any other misconduct affecting public or judicial officers' performance of their official duties)		
i	False/misleading advertising		
j	Perjury		
k	Conspiracy to commit any of the foregoing offenses		

Civil Proceedings: Has the Proposer or any principal ever been a party, or is now a party, to civil proceeding in which it was held liable for any of the following?

		Y	N
a	Unfair/anti-competitive business practices		
b	Consumer fraud/misrepresentation		
c	Violations of securities laws (state and federal)		
d	False/misleading advertising		
e	Violation of local government ordinance		

License Revocation:

	Y	N
Has the proposer or any principal ever had a business license revoked, suspended, or the renewal thereof denied, or is a party to such a proceeding that may result in same?		

Responses: If "yes" is the response to any of the foregoing, provide Information such as date, court, sentence, fine, location, and all other specifics for each "yes" response.

Principals: The full names and addresses of persons or parties interested in the foregoing bid, as principals, are as follows:

NAME

ADDRESS

References: The Bidder lists below work he has done of similar nature as this solicitation, as references that will afford the City opportunity to judge as to experience, skill, business standing, and financial ability.

**CONTACT
PERSON**

TITLE

**PHONE
NUMBER/EMAIL**

[illegible]

OATH
(To be submitted)

State of Georgia
City of Villa Rica

I, _____ (name of individual), solemnly swear that in the procurement of the contract for **Villa Rica Stormwater Utility**, that neither I, nor any other person associated with me or my business, corporation or partnership, has prevented or attempted to prevent competition in the bidding or proposals of said project or from submitting a bid or proposal for this project by any means whatever.

Lastly, I swear that neither I, nor any other person associated with me or my business, Corporation or partnership has caused or induced any other bidder or proposer to withdraw his/her bid or proposal from consideration for this project. Said oath is filed in accordance with the requirements set forth in O.C.G.A. § 36-91-21 (e).

This _____ day of _____, 20____.

Name of Party
Corporate or Partnership Name

Sworn to and subscribed before me
this _____ day of, 20____.

NOTARY PUBLIC
My Commission Expires:

(SEAL)

City of Villa Rica
Stormwater Utility RFP
Tally Sheet

Company Name: Integrated Science & Engineering

Basis of Award:

- a) Proposer's qualifications and experience, including support capabilities (20 points): 20
- b) Methodology (30 points): 30
- c) Fees (20 points): 15.13
- d) Schedule (25 points): 25
- e) Local vendor (Within the city limits of Villa Rica and has a City of Villa Rica Occupational Tax Certificate) participation (5 points): 0

Total Points: 88

Reviewer: (Print Name) Jameson Green

(Signature) [Signature]

Date: 1-3-2024

Fee Proposal 219,500

City of Villa Rica
Stormwater Utility RFP
Tally Sheet

Company Name: Brennan Jones

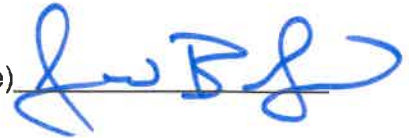
Basis of Award:

- a) Proposer's qualifications and experience, including support capabilities (20 points): 18
- b) Methodology (30 points): 12
- c) Fees (20 points): 18
- d) Schedule (25 points): 25
- e) Local vendor (Within the city limits of Villa Rica and has a City of Villa Rica Occupational Tax Certificate) participation (5 points): 5

Total Points: 78

Reviewer: (Print Name) Jameson Green

(Signature)



Date: 1-3-2024

2023 Billing Rate schedule By the ^{Rate}/Hour

City of Villa Rica
Stormwater Utility RFP
Tally Sheet

Company Name: Raffel's

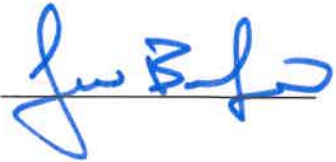
Basis of Award:

- a) Proposer's qualifications and experience, including support capabilities (20 points): 15
- b) Methodology (30 points): 17
- c) Fees (20 points): 18
- d) Schedule (25 points): 25
- e) Local vendor (Within the city limits of Villa Rica and has a City of Villa Rica Occupational Tax Certificate) participation (5 points): 0

Total Points: 75

Reviewer: (Print Name) Jameson Green

(Signature)



Date: 1-3-2024

Fee proposal Total = 150,700

City of Villa Rica
Stormwater Utility RFP
Tally Sheet

Company Name: RAFTELIS

Basis of Award:

- a) Proposer's qualifications and experience, including support capabilities (20 points): 10
- b) Methodology (30 points): 14
- c) Fees (20 points): 18
- d) Schedule (25 points): 25
- e) Local vendor (Within the city limits of Villa Rica and has a City of Villa Rica Occupational Tax Certificate) participation (5 points): 0

Total Points: 67

Reviewer: (Print Name) Bobby C. ELLIOTT

(Signature) Bobby C. Elliott

Date: 12/31/2023

- a.) No registered engineers on team!
- b.) No stakeholders Committee - utility won't be approved without it!
- c.) OK
- d.) OK

City of Villa Rica
Stormwater Utility RFP
Tally Sheet

Company Name: BRENNAN JONES/GMC

Basis of Award:

- a) Proposer's qualifications and experience, including support capabilities (20 points): 20
b) Methodology (30 points): 14
c) Fees (20 points): 18
d) Schedule (25 points): 25
e) Local vendor (Within the city limits of Villa Rica and has a City of Villa Rica Occupational Tax Certificate) participation (5 points): 5

Total Points: 82

Reviewer: (Print Name) Bobby C. Elliott

(Signature) Bobby C. Elliott

Date: 12/31/2023

a.) OK

b.) No STAKEHOLDER Committee - utility will not be Approved without it

c.) OK

d.) OK

City of Villa Rica
Stormwater Utility RFP
Tally Sheet

Company Name: INTEGRATED SCIENCE & ENGINEERING

Basis of Award:

a) Proposer's qualifications and experience, including support capabilities (20 points): 20

b) Methodology (30 points): 30

c) Fees (20 points): 14

d) Schedule (25 points): 25

e) Local vendor (Within the city limits of Villa Rica and has a City of Villa Rica Occupational Tax Certificate) participation (5 points): 0

Total Points: 89

Reviewer: (Print Name) Bobby C. Elliott

(Signature) Bobby C. Elliott

Date: 12/31/2023

a.) Good - Lots of Cities

b.) Excellent - STAKEHOLDER Committee AS PART OF METHODOLOGY!

c.) A LITTLE Higher than expected.

d.) OK

City of Villa Rica
Stormwater Utility RFP
Tally Sheet

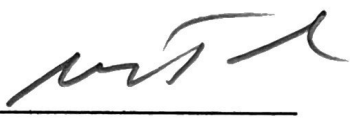
Company Name: Raftelis

Basis of Award:

- a) Proposer's qualifications and experience, including support capabilities (20 points): 18
- b) Methodology (30 points): 27
- c) Fees (20 points): 20 \$150K
- d) Schedule (25 points): 25 Nov 24 / Mar 2025
1/2 day in Person Training
120 day support online
- e) Local vendor (Within the city limits of Villa Rica and has a City of Villa Rica Occupational Tax Certificate) participation (5 points): 0 N.C.

Total Points: 90

Reviewer: (Print Name) Mark Teal

(Signature) 

Date: 1/2/2024

City of Villa Rica
Stormwater Utility RFP
Tally Sheet

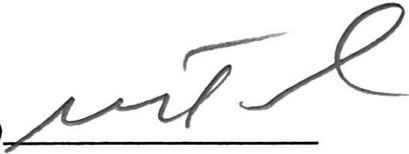
Company Name: Integrated Science & Engineering

Basis of Award:

- a) Proposer's qualifications and experience, including support capabilities (20 points): 19
- b) Methodology (30 points): 28
- c) Fees (20 points): 18 \$210K
- d) Schedule (25 points): 25 1 year ✓
- e) Local vendor (Within the city limits of Villa Rica and has a City of Villa Rica Occupational Tax Certificate) participation (5 points): 0 newnan, GA

Total Points: 90

Reviewer: (Print Name) Mark Teal

(Signature) 

Date: 1/2/2024

City of Villa Rica
Stormwater Utility RFP
Tally Sheet

Company Name: Brennan Jones Engineering Associates

Basis of Award:

- a) Proposer's qualifications and experience, including support capabilities (20 points): 18
- b) Methodology (30 points): 29
- c) Fees (20 points): 20 \$165K
- d) Schedule (25 points): 25 1 yr
- e) Local vendor (Within the city limits of Villa Rica and has a City of Villa Rica Occupational Tax Certificate) participation (5 points): 0 Duille, GA

Total Points: 92

Reviewer: (Print Name) Mark Teal

(Signature)



Date: 1/2/2024

SECTION III

FEE PROPOSAL

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.Villa RicaGA.GOV. ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ON THIS FORM.

I have read and understand the requirements of this request for proposal RFP – Consulting for Stormwater Utility and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

Project Execution	\$ <u>20,440</u>
Public Relations and Education	\$ <u>20,290</u>
Stormwater Utility Details	\$ <u>61,435</u>
Stormwater Utility Release to the City	\$ <u>48,535</u>
Other Services (include rate sheets as an attachment)	\$ _____
TOTAL \$ <u>150,700</u>	

*Fee proposals shall be accompanied by hourly rate sheets.

SUBMITTED BY: Melissa Levin

PROPOSER: Raftelis Financial Consultants, Inc.

SIGNED: Melissa Levin

NAME (PRINT): Melissa Levin

ADDRESS: 227 W. Trade Street, Suite 1400

CITY/STATE: Charlotte, NC ZIP 28202

TELEPHONE: (704) 936-4441

EMAIL ADDRESS: mlevin@raftelis.com

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

ADDENDUM # _____

DATE _____

SECTION III FEE PROPOSAL

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.VillaRicaGA.GOV. ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ON THIS FORM.

I have read and understand the requirements of this request for proposal RFP – Consulting for Stormwater Utility and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

Project Execution	<i>Supervision</i>	\$ 50,000
Public Relations and Education	<i>Subcontract</i>	\$ 25,000
Stormwater Utility Details	<i>Calcs</i>	\$ 75,000
Stormwater Utility Release to the City	<i>Included</i>	\$ 15,000
Other Services (include rate sheets as an attachment)		\$ attached
TOTAL		\$ 165,000

*Fee proposals shall be accompanied by hourly rate sheets.

SUBMITTED BY: Brennan Jones Engineering Associates, LLC

PROPOSER: Brennan D. Jones

SIGNED: *Brennan D. Jones*

NAME (PRINT): Brennan D. Jones

ADDRESS: 7513 Mason Falls Dr

CITY/STATE: Winston, GA ZIP 30187

TELEPHONE: (770) 688-5148

EMAIL ADDRESS: brennanjones@comcast.net

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

ADDENDUM # N/A

DATE N/A

SECTION III

FEE PROPOSAL

ALL PROPOSERS MUST BE REGISTERED SUPPLIERS ON THE CITY'S WEBSITE TO BE AWARDED AN EVENT. PLEASE REGISTER AT WWW.VillaRicaGA.GOV. ELECTRONIC SUBMISSIONS WILL NOT BE ACCEPTED. PROPOSALS MUST BE SUBMITTED ON THIS FORM.

I have read and understand the requirements of this request for proposal RFP – Consulting for Stormwater Utility and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. The proposed fee shall include all labor, material, and equipment to provide the services as outlined including any travel or per diem expenses and any other miscellaneous expense involved. The fee for providing the required service is:

Project Execution	\$ 12,500
Public Relations and Education	\$ 26,500
Stormwater Utility Details	\$ 81,000
Stormwater Utility Release to the City	\$ 15,500
Other Services (include rate sheets as an attachment)	\$ 75,000 (Residential parcel delineations (optional) See details in task 3.4)

TOTAL \$ 210,500

*Fee proposals shall be accompanied by hourly rate sheets.

*# 135,500 without
Res Imp surface
CALCS*

SUBMITTED BY: Integrated Science & Engineering, Inc.

PROPOSER: Water Resources Department

SIGNED: 

NAME (PRINT): Lawrence H. (Dan) Davis, Jr., P.E.

ADDRESS: 1039 Sullivan Road, Suite 200

CITY/STATE: Newnan, GA ZIP 30265

TELEPHONE: (678) 552-2106

EMAIL ADDRESS: ddavis@intse.com

CONFIRM RECEIPT OF ANY ADDENDA ISSUED FOR THIS BID:

ADDENDUM #

DATE



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Clearview Street Traffic Re-Study After Traffic Calming Measures
Installed – Discussion Item

AGENDA DATE: April 9, 2024

DATE PREPARED: March 26, 2024

PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING:

PURPOSE: The purpose of this item is to report to Mayor and City Council the results of a traffic study on Clearview Street after traffic calming measures (speed humps) were installed.

BACKGROUND: An original traffic study was performed on Clearview Street during the week of October 16 – October 25, 2023 due to the increasing reports of speeding traffic on this local street. Results indicated an 85th percentile speed of 44 MPH which is a serious problem. The City's Traffic Calming Ordinance sets parameters of 85th percentile speeds greater than 10 MPH above the posted limit indicates the need of additional traffic calming measures. Speed humps were installed shortly after the original study indicated a speeding problem.

Note: 85th Percentile Speed (mph) – The 85th percentile speed is the *speed at or below which 85 percent of the drivers travel on a road segment*. Motorists traveling above the 85th percentile speed are considered to be exceeding the safe and reasonable speed for road and traffic conditions.

Recently, a new study was performed on Clearview Street during the week of March 18 – March 25, 2024 to see if speeds had been reduced. The 85th percentile speed after traffic calming is 22 MPH which is well within normal parameters of a local street posted at 25 MPH. Speed analysis sheets are attached for your viewing. The 85th percentile speeds are highlighted in yellow.

The traffic calming measures installed have greatly reduced the speeds on Clearview Street.

STAFF RECOMMENDATION:

IMPACT:

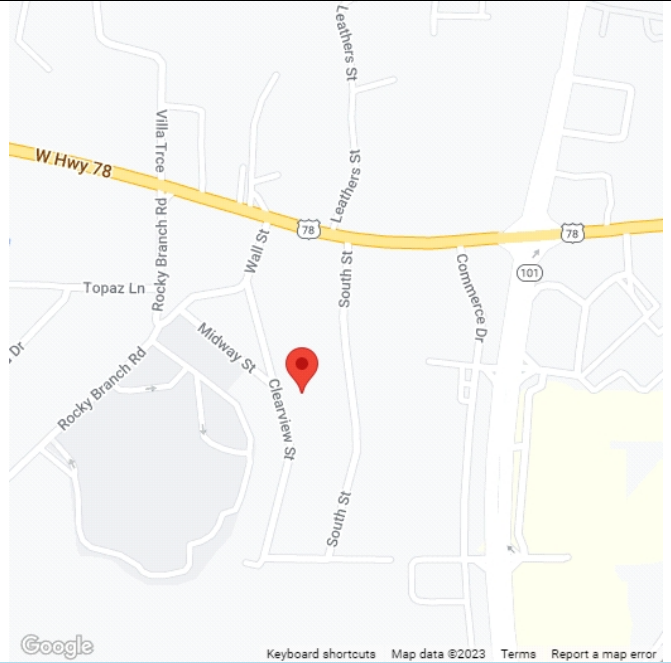
MOTION:

City of Villa Rica
624 Clearview Street Traffic Analysis
Posted Speed Limit is 25 MPH

SPEED DATA ANALYSIS

Location

Latitude: 33 43' 41.707"
Longitude: -84 56' 35.516"



Analysis Time Period



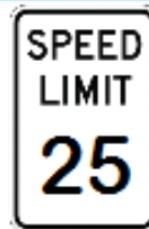
Start End
10/16/2023 10/25/2023
6:28 AM 9:16 AM

Vehicles Analyzed



4,006

Speed Limit



25

Total Enforceable Violations



2,523

Average Speed



32

% Enforceable Violations



63%

Fastest Speed



143

Enforcement Rating

HIGH

Slowest Speed



2

City of Villa Rica
624 Clearview Street Traffic Analysis
Posted Speed Limit is 25 MPH
SPEED DATA ANALYSIS

85th Percentile Speed



Peak Time of Violations



10/16/2023
2:28 PM

SPEED DATA ANALYSIS

Location

Latitude: 33.727707
Longitude: -84.943687



Analysis Time Period



Start
3/18/2024
8:22 AM

End
3/25/2024
7:48 AM

Vehicles Analyzed



74

Total Enforceable Violations



3

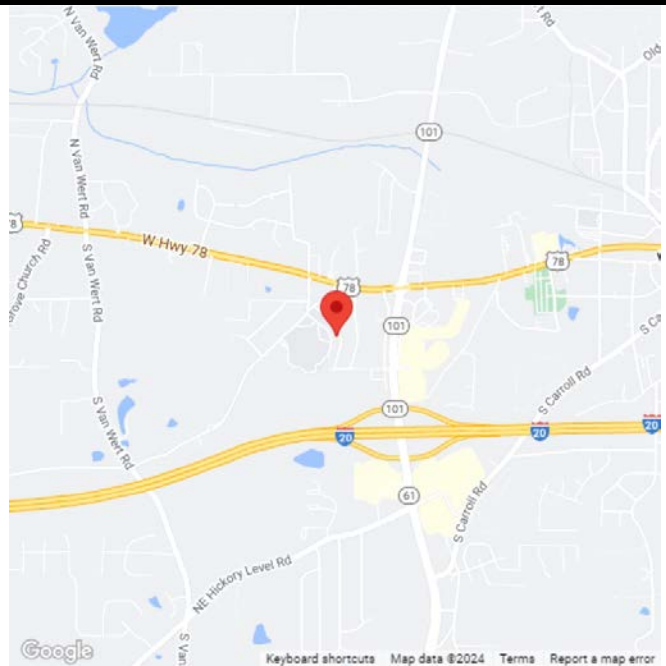
% Enforceable Violations



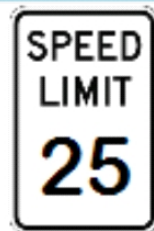
4%

Enforcement Rating

LOW



Speed Limit



25

Average Speed



18

Fastest Speed



28

Slowest Speed



3

SPEED DATA ANALYSIS

85th Percentile Speed



Peak Time of Violations



3/18/2024
12:22 PM



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request for Two Additional Stop Signs in Ashley Place Subdivision

AGENDA DATE: April 9, 2024

DATE PREPARED: March 26, 2024

PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT: ~\$400.00

GL ACCOUNT #:

FUNDING SOURCE: General Fund

BUDGETED ITEM? Street Maintenance

PUBLIC HEARING:

PURPOSE: The purpose of this item is to request approval from Mayor and City Council to install two additional stop signs with street signs and hardware at the intersection of Balsam Wood Trail and Summer Cypress Drive in Ashley Place Subdivision.

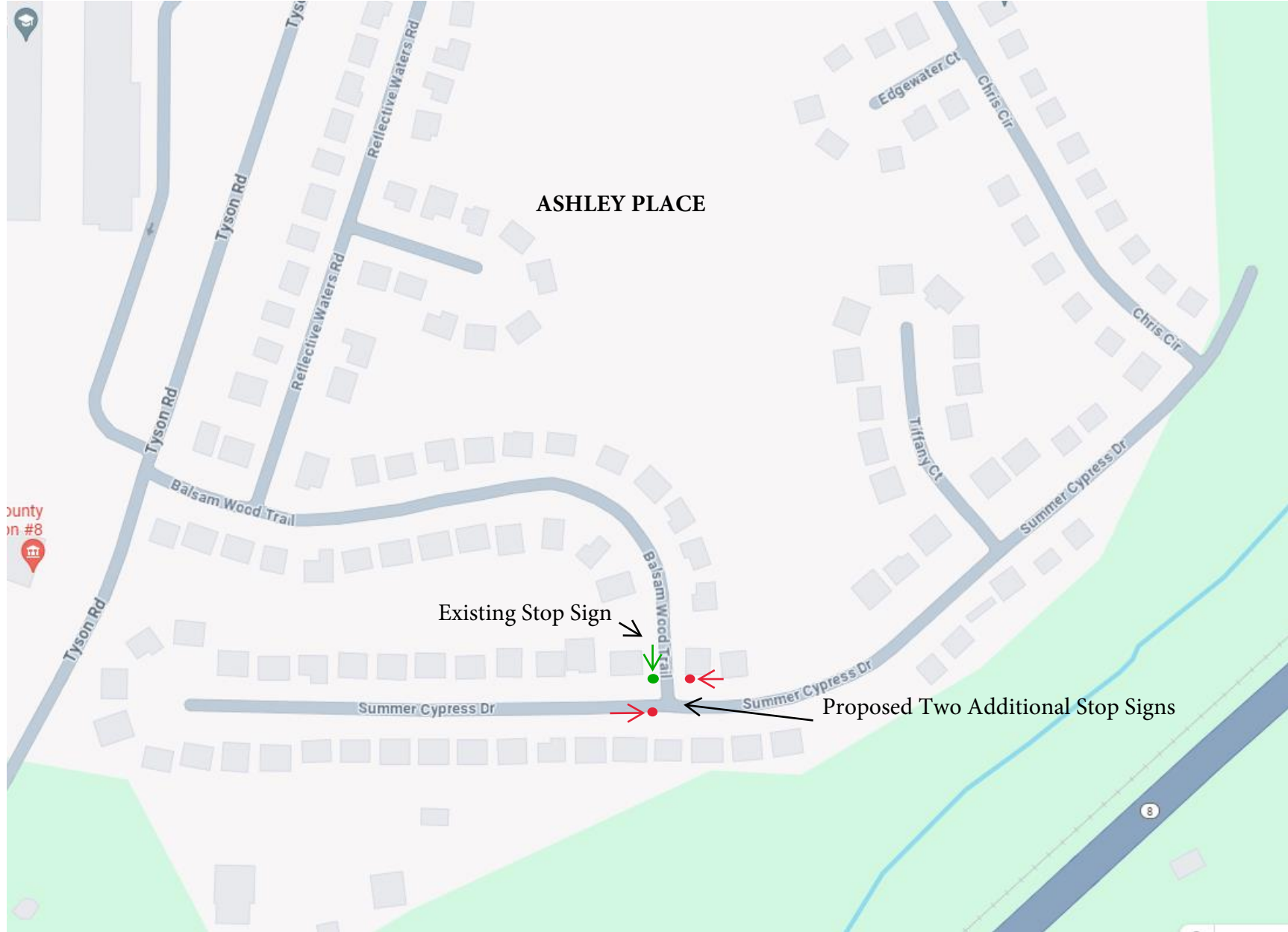
BACKGROUND: Recently, city personnel installed the traffic counter in Ashley Place after receiving several speeding complaints from the property owners. Along with these complaints, residents also complained that traffic making left and right turns from Summer Cypress Drive onto Balsam Wood Trail were cutting the corner short and routinely almost hitting traffic coming out of Balsam Wood Trail. In fact, City Solid Waste crews reported witnessing a near collision during their route work inside the subdivision. Attached is a sketch showing our recommendation on the new sign locations.

The traffic study results did not warrant the need for traffic calming measures inside the subdivision, but these signs will make this intersection safer.

STAFF RECOMMENDATION: Staff recommends approval of this agenda item.

IMPACT:

MOTION: I move to approve the installation of two additional stop signs with street signs and hardware at the intersection of Balsam Wood Trail and Summer Cypress Drive as shown on the attached sketch.





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Old Tanyard Road Emergency Culvert Repair

AGENDA DATE: April 9, 2024

DATE PREPARED: April 4, 2024

PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT: Not to Exceed \$137,500.00

GL ACCOUNT #:

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PUBLIC HEARING:

PURPOSE: The purpose of this item is to request approval from Mayor and City Council to perform emergency repairs to the culvert failure at the small stream on Old Tanyard Road.

BACKGROUND: On Old Tanyard Road at the small creek crossing, recently a sink hole formed on the shoulder at the twin culvert location. This crossing has been on the City's radar for at least 5 years, but budget constraints have prevented repairs. Now that there is evidence that failure is imminent, we feel that culvert replacement is warranted in an ASAP condition. The existing culverts are old corrugated pipe and the flow lines have rotted out leaving no structural integrity in the pipe system. The plan is to replace the two older pipes with a three-pipe run of 36" reinforced concrete pipe. Being the only way into the neighborhood, one lane of traffic has to remain open making this job more labor intensive and it will take 12 to 15 days to complete. We feel like we need to move quickly to get this done to prevent passage to the neighborhood from being blocked in case of a complete failure. We reached out to the contractor that we used to replace the Flowers Bakery culvert. Seven years ago, we secured a price quote to replace this system for the amount of \$120,000. Tim Grizzard and Associates has quoted us a price of a do-not-exceed of \$137,500.00 to perform this work. Work can begin within two weeks.

Major items include:

Labor for the installation.....\$86,000.00
Concrete Pipe.....\$11,500.00
Subgrade stabilizer (57 stone, GAB, Riprap).....\$8,000.00
Concrete to Armor Shoulders.....\$2,000.00
Roadway Trench Cap and asphalt topping.....\$30,000.00

STAFF RECOMMENDATION: Staff recommends approval of this agenda item.

IMPACT: General Fund

MOTION: I move to approve the price of the emergency repair of the Old Tanyard Road Culvert submitted by Tim Grizzard and Associates for the not-to-exceed amount \$137,500.00.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Carroll Vista Subdivision Paving and Street Repair Completion
E.R. Snell Change Order

AGENDA DATE: April 9, 2024

DATE PREPARED: April 4, 2024

PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT: \$794,298.40

GL ACCOUNT #:

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PUBLIC HEARING:

PURPOSE: The purpose of this item is to request approval from Mayor and City Council to complete the paving and street repairs in Carroll Vista Subdivision by adding the cost by change order to the existing paving contract with E.R. Snell Contractors.

BACKGROUND: Three and one-half years ago during the pandemic, Carroll Vista Subdivision was part of the last paving contract with Baldwin Paving, Inc. Subservice water was encountered while milling the streets for paving. Because of this water, Full Depth Restoration (soil cement) was needed to make the streets suitable for asphalt topping. After numerous attempts to get the sub-contractor to perform this work, Baldwin Paving pulled out of the contract leaving the subdivision unfinished. It has been sitting in dis-repair the whole time.

After the Mayor and City Council approved the current paving contract of \$3,772,275.50 with E.R. Snell Contractors, I reached out and asked them to provide an estimate to finish the work in Carroll Vista. They quoted an estimate of \$794,298.40 to complete this work. The estimate is higher than I expected but it makes sense to add this work by change order to the existing contract.

By adding this to the current contract, some streets could be truncated off the list due to the additional cost. By adjusting paving specifications on other streets, we can recoup some funds but still might come up short to complete the entire paving list. But, we really need to complete this subdivision.

STAFF RECOMMENDATION: Staff recommends approval of this agenda item.

IMPACT: General Fund

MOTION: I move to approve the change order from E.R. Snell Contractors for \$794,298.40 to finish the paving and street repairs in Carroll Vista Subdivision.



1785 Oak Road
Snellville, GA 30078

PROPOSAL & CONTRACT

Date: 03/29/2024

Job: (29480) Carroll Vista FDR – Additional Roads
Estimator: Hayden Madole

E.R. Snell Contractor, Inc., subject to the terms and conditions following and hereinafter stated, proposes to furnish all labor, material and equipment required for the performance of the following described work in connection with construction or improvements at the above stated project.

E.R. Snell Contractor, Inc.
29480
Hayden Madole

Additional Streets - Villa Rica 2024

03/29/2024 13:45

Additional Streets - Villa Rica 2024

Code	Desc	Quan	Units	Price	Total
10	TRAFFIC CONTROL	1.000	LS	\$67,250.00	\$67,250.00
20	VARIABLE DEPTH MILL (5" MAX)	10,849.000	SY	\$7.70	\$83,537.30
30	10" CEMENT STABILIZED BASE (WET CURE)	10,849.000	SY	\$15.55	\$168,701.95
40	PORTLAND CEMENT @ 55 #/SY	300.000	TN	\$258.00	\$77,400.00
50	2" 19MM BINDER	1,254.000	TN	\$136.35	\$170,982.90
60	1.25" 9.5MM TOPPING	711.000	TN	\$170.75	\$121,403.25
70	TACK COAT	543.000	GL	\$1.00	\$543.00
80	MANHOLE ADJUSTMENTS	16.000	EA	\$6,530.00	\$104,480.00
JOB TOTAL >>>>>					\$794,298.40

Terms:

1. This proposal is based upon estimated quantities. Unless stated otherwise, the final contract amount shall be based on field measured quantities at the above unit prices.
2. The Variable Depth Milling item is priced as milling the existing streets up to 5" max depth.
3. We have priced the curing method for 10" Cement Stabilized Base Construction item as wet curing with a water truck. We did not price the curing with Prime Coat.
4. Our pricing does not include any testing for the Full Depth Reclamation scope of work. The City must provide the mix design and any daily testing required.
5. The following items are specifically excluded:
 - Permits or fees of any kind
 - FDR Testing or Mix Designs
 - Prime Coat
 - Subgrade stabilization utilizing stone or other means
 - Geotextile fabrics or geogrids
 - Pavement Markings

Prepared By Hayden Madole

Date 03/29/2024

Acceptance of Proposal

Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: APPROVAL OF LIGHTING AGREEMENT WITH GA POWER

AGENDA DATE: April 3, 2024

DATE PREPARED: April 9, 2024

PREPARED BY: Tom Barber

AMOUNT: \$129,300

GL ACCOUNT #: 270-4210-541401

FUNDING SOURCE: Eastside TAD

BUDGETED ITEM? Yes

PURPOSE: To approve a lighting services agreement with Georgia Power for the installation of 34 streetlights along the eastern half of the Villa Rica Parkway.

BACKGROUND: Construction of the eastern end of the Villa Rica Parkway is nearing completion and we need to order streetlights. By making the pre-payment we reduce the monthly fee for the lights.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Execution of the agreement is needed to get the order for the lights in place.

MOTION: I move to authorize the Mayor to execute the lighting services agreement with Georgia Power for a pre-payment amount of \$129,300.

Lighting Services Agreement



Project # LP81277

Customer Legal Name VILLA RICA CITY OF DBA _____
Service Address 203 Cleghorn St VILLA RICA GA 30180 County Carroll - GA
Mailing Address 571 W BANKHEAD HWY VILLA RICA GA 30180
Email mike.hagan@fuquadev.com Tel # 404-414-8544 Alt Tel # 404-907-1708
Tax ID# 0691 Business Description Streetscape

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	30	100	LED	Post Top
INS	4	250	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$670.92	\$140.34	\$811.26		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Installing (30) 16ft mh post top pole fixtures and (4) 30ft mh area pole fixtures. Installing 4,000ft+ underground cable trench with splice boxes.

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NESC	Gov	EOL	NLC

Pre-Payment (\$)
\$129,300.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Brandon Jenkins
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement (“**Agreement**”) establishes the terms and conditions under which Georgia Power Company (“**GPC**”) will provide lighting and related service (collectively, the “**Service**”) to the customer identified on Page 1 (“**Customer**”) at the Service Address shown on Page 1 (the “**Premises**”). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, “**GPC Assets**”) for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the “**Term**.”
3. **Intent and Title.** This Agreement governs GPC’s provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC’s use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, “**GPC Activity**”). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises’ final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer’s request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC’s installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days’ prior written notice of its schedule for the work, so that GPC can schedule GPC’s installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC’s specifications, Customer’s failure to complete Customer’s work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) (“**Dig Law**”), **Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law.** If GPC causes or incurs damage due to Customer’s failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition (“**Unforeseen Condition**”). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC’s control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer’s behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center (“**UPC**”) and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC’s written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an “as is” and “as available” basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer; Damages.** **GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity.** Customer acknowledges that, due to the unique characteristics of the Premises, Customer’s needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC’s liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a “public employer” as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor’s affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC’s waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties’ entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days’ prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC’s address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer’s address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC’s prior written consent will be void and of no effect. In this Agreement: (i) “**include(ing)**” means “include, but are not limited to” or “including, without limitation”; (ii) “**or**” means “either or both” (“A or B” means “A or B or both A and B”); (iii) “**e.g.**” means “for example, including, without limitation”; and (iv) “**written**” or “**in writing**” includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.