

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

City of Villa Rica



INT CITY MANAGER: JEFF REESE
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
September 10, 2024 | 1:30 PM

Review of the Agenda (Mayor Leslie McPherson)

A. Building Development (Tracy Jarvis)

1. Ratification of WIC Building Move (Nic Griffin, Building & Project Official)
2. Punkintown Road Development by Arpit Update (Bobby Elliott, P.E./ Nic Griffin)

B. Community Development (Nina Shabazz, Director)

1. Public Hearing - Extension of Rezoning for 55 and 63 Goldworth Road - Avemore (RA-06-18) (Nina Shabazz, Director)

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

1. Fullerville Lighting Installation- Georgia Power (Nic Griffin, Project Manager and Development Official)

D. Police (Michael Mansour, Chief)

1. ProLaser 4 Purchase (Chief Michael Mansour)

E. Public Works (Hal Burch, Director)

1. Emergency Stormwater Repair in Villa Trace Subdivision (Hal Burch, Director)

F. Utilities (John Bain, Director)

1. Club Bay Pump Replacement (Erick Broz, Wastewater Operations Manager)
2. North Wastewater Plant Generator Replacement (Erick Broz, Wastewater Operations Manager)

G. Finance (Jennifer Hallman, Finance Director)

1. Adoption of FY25 Budget

H. Deputy City Manager (Diana DeSanto)

1. Carroll Tomorrow Agreement (Diana DeSanto, Deputy 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.)

I. Adjournment (Mayor Leslie McPherson)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ratification of WIC building transport payment

AGENDA DATE: August 29, 2024

DATE PREPARED: September 10, 2024

PREPARED BY: Nic Griffin

AMOUNT: \$19,000

FUNDING SOURCE: Operating

GL ACCOUNT #: 100-1320-521200

BUDGETED ITEM? N

PURPOSE: To obtain ratification of a payment made to Benefield Mobile Home movers for the transport of the WIC trailer from Powell Park to 75 West Church Street.

BACKGROUND:

The City of Villa Rica first engaged with Benefield Mobile Home Moving to transport the WIC office trailer from Cleghorn St. to Powell Park. They moved the building to that location and began set up. They quoted \$38,000 for this work. They did not get the office fully set up and anchored. City staff asked them to stop where they were in progress. They then invoiced \$30,000 for the work that had been done up to that point. They had quoted \$38,000 for the entire job. The City paid out that invoice with \$8,000 left in the original scope of work.

The City asked them to then quote transporting and setting up the office to the new location at 75 West Church St. They quoted \$27,000. With \$8,000 already allocated for this project, staff would need to pay an additional \$19,000 to Benefield.

STAFF RECOMMENDATION:

Staff recommends the counsel ratify this transaction.

Vendor	Scope	Transportation and Set-up cost
Benefield Mobile Home Moving	To move the WIC office from Powell Park to 75 West Church Street.	\$19,000.00

IMPACT: This new location will allow the WIC office staff and the office to be fully operational after the utilities and light interior work is completed.

MOTION: I move to approve ratification of the \$19,000 transaction paid to Benefield Mobile Home Moving for the transportation and set up of the WIC office trailer.

Rec 40258

BENEFIELD MOBILE HOME MOVING & SETUPS, LLC
2533 Carrollton Villa Rica Hwy.
Carrollton, Ga. 30116
August 21, 2024

BILLING

TO: City of Villa Rica/Nick Griffin
RE: Triple-Wide Partially Set at City Park moved and set up Behind the
Villa Rica Police Station

Remove poly from ridge caps where it was temporarily set
Unblock two (2) units and jack apart
Unblock one (1) unit and install ten (10) tires
Move three (3) units to new location
Place units on lot and jack together
Furnish and install new poly for ground where old lot was cement
Block and level all units
Remove all tires and axles
Install lag bolts

enter \$19,000
NEW CHARGES FOR AMENDED CHANGES \$19,000.00

BALANCE DUE FROM FIRST MOVE 8,000.00

TOTAL DUE \$27,000.00



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Punkintown Road Development by Arpit

AGENDA DATE: August 29, 2024

DATE PREPARED: September 10, 2024

PREPARED BY: Nic Griffin

AMOUNT: N/A

FUNDING SOURCE: N/A

GL ACCOUNT #: N/A

BUDGETED ITEM? N

PURPOSE: To give an update on the status of the Punkintown road development by Arpit.

BACKGROUND:

Arpit has submitted the civil plans for the road portion of this project. They are in City and GSWCC review. They are applying for a grading only land disturbance permit but are not far from obtaining a full land disturbance permit for the for set of plans involving the construction of the road.

On 7/11/23. Arpit (Terry Dobbins) was the applicant for rezoning. Arpit Realty, LLC (the Applicant) seeks a rezoning from Agricultural Single-Family (AG) to Commercial Low-Density (C1) and Single-Family Attached (SFA) to construct a mixed-use development with undetermined commercial uses and approximately 120 age-restricted townhomes on the site. The council voted to approve the rezoning with conditions. The conditions are listed below.

There was also public comment concerning this rezoning request. There is a master plan which outlines the commercial and residential components. The first condition is to obtain a sewer and water capacity letter within 60 days. This has been done and is a part of this packet.

Staff recommendation: APPROVAL WITH CONDITIONS

Reasons: The requested rezoning would provide further commercial growth along the Punkintown Road and Dallas Highway corridor and would advance further housing choices for seniors in our community.

Conditions:

1. Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.
2. The developer shall submit a survey or subdivision plan based on the recompiled proposed lot boundaries.

3. The Applicant/Developer/Owner agrees to construct a minimum of four elevations, and a minimum of 15% of each elevation shall be constructed of masonry within the residential portion of the development.
4. The Applicant/Developer/Owner agrees to install sidewalks on both sides of internal streets and along the frontage of Towne Creek Drive, Punkintown Road and Dallas Highway.
5. The Applicant/Developer/Owner acknowledges that water and sewer availability is not expressly implied as a result of zoning.
6. The Applicant/Developer/Owner agrees and acknowledges that all conditions or stipulations of re-zoning shall bind Applicant/Developer/Owner's successors and assigns.
7. The Applicant/Developer/Owner agrees to build and/or install all internal roadways and parking aisles to standards that would accommodate emergency access vehicles.
8. The Applicant/Developer/Owner and all successors and assigns will be required to develop the parcels as follows:
 - a. Construction of a realigned Punkintown Road without a traffic circle from the northern bypass to the existing Punkintown Road ROW, including a golf cart path on the east side of the road. The city will not reimburse the applicant or any future owners of the site.
 - b. No property is to be set aside for a county fire station, as it will no longer be required.

CITY COUNCIL:
GIL MCDUGAL, MAYOR
LESLIE MCPHERSON, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
ANNA MCCOY
DANNY CARTER

City of Villa Rica



CITY MANAGER: TOM BARBER CITY
CLERK: THERESA CAMPBELL CITY
ATTORNEY: C. DAVID MECKLIN

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CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, July 11, 2023 | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 6 pm.

Present: Mayor Gil McDougal, Mayor Pro Tem Leslie McPherson (by phone), Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Anna McCoy, and Councilman Danny Carter.

Invocation was led by Tanner Locke, Student Pastor Westhills Church

Pledge of Allegiance was led by Ofc. Steven Ellinas

Adoption of the Agenda (Mayor Gil McDougal)

Councilman Danny Carter moved to adopt the agenda as amended to include a limited Public Hearing for item RA-01-23 allowing 15 minutes to each side and adding item B10 – Final Plat for Rivershire Place Phase 1.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	McPherson, Marchman, Momtahan, McCoy, Carter

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.)

- Shirley Hillsman, concerned with the protesting sale of her land for road improvement.
- Aaron Bober, angry over Punkintown Road development.
- Alan Whitley, thanked Mayor and Council for service and acknowledged that Punkintown Road needs to be fixed but that any growth should be ‘smart growth.’
- Pamela White, is concerned about the timeline of Darden Street and citizen relocation.
- Ryan Clark, concerned about rezoning of agricultural land as residential and commercial.
- Peg Taylor, concerned about Punkintown Road development.
- Walter Hyna, concerned about Punkintown Road development.
- Mike Leahy, worried about more traffic on Punkintown Road.
- Tammy Jefferson, worried about a new road effecting her family’s home on Darden Street as well as changing the cultural landscape of the neighborhood.
- Polly Oliver, does not want Punkintown Road to be turned into another Barrett Parkway and controlling truck traffic.

- Marshall Smith, thinks increased density will just create more infrastructure problems.
- Greg Roberts, wants Council to pay attention to what is said by citizens about Punkintown Road.
- Cheryl Bell, wants to bring attention to the success of the library and Dr. Rachel Linn. She would also like for there to be a PA system for the library.
- Day Foster, concerned that improvements are outpricing the current citizens on Darden Street.
- Janet Heillman, wants a moratorium on new development and is against RA-01-23.
- Danida Pritchett, doesn't want family land on Darden Street taken for a road.
- Dee Thompson, her family lives at 392 Darden Street and she wants it maintained.
- Lewis Powell, doesn't want Darden Street to have a road through it.
- Renee McLeod, concerned with uncontrolled growth versus controlled growth.
- Dr. Reginald Eppinger, against a road through Darden Street.
- Mantressa Walker, lives in Liberty Pointe subdivision and received a letter from the developer stating that the HOA is responsible for improvements.
- _____ Cosby, family home is on Darden Street.
- Tamika Boykin, spoke on behalf of Darden Street requesting whatever happens to affect the fewest people.
- Tracy Evans, worries that low income families will be effected and will not be able to afford to replace their homes.
- Terry Sinkfield, against Darden Street road.
- _____, concerned with the way the meeting on 07/6/2023 went and requests transparency in the future.

Council Updates (Subjects of General Interest and Concern)

- Councilwoman Shirley Marchman spoke to the purpose of the meeting on 7/6/2023 and promised she would not vote for a plan that the Darden Street Community is not in favor of.
- Councilwoman Anna McCoy spoke to each person against Punkintown Road improvements and asked if the current state of the road was acceptable.
- Councilman Matthew Momtahan thanked the Fire Department and First Responders who worked the Georgia Arms fire and averted a larger disaster.

Consent Agenda (Mayor Gil McDougal)

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

1. Qualifying for November 2023 Election
2. Adoption of PILOT (Payment in Lieu of Taxes) Agreement related to Walton Communities Project with Villa Rica Housing Authority
3. Abandonment and Transfer of Walnut Drive to Villa Rica Housing Authority
4. Settlement of Opioid Litigation with Publix Corporation
5. Approval of Intergovernmental Agreement with Carroll County for the Eastside TAD
6. Sequoia Golf Mirror Lake LLC d/b/a Mirror Lake Golf Club, Alcohol License Permit Agent Change Request
7. Structural Inspection of 315 Main Street, Villa Rica, GA 30180
8. Appointment of Barbara Daniel and Michael Rickman to Downtown Development Authority
9. Reappointment of Michael Young to the Downtown Development Authority
10. Approve Workers Compensation Renewal
11. July is Parks and Recreation Month

12. Recreation Advisory Commission Appointment
13. Purchase of two FLOCK cameras
14. Grant for 5 FLOCK Cameras
15. Police K9
16. West Plant Control Module Replacement
17. Resurfacing Two GDOT Park 'n Ride Lots
18. Improvements to Intersection of Punkintown Road and Shoreline Parkway
19. Proposal to Engage Falcon to Re-Design the Intersection of MirrorLake Connector and Cleghorn Street
20. Ratification of Proposal from HRC to Modify the ADA Ramp at the Courthouse
21. Ratification of Engagement with Reedwick for Temporary Traffic Light
22. To Ratify an Agreement with Falcon Design for a Cultural Resource Survey
23. Design Sidewalk on West Montgomery

Councilman Danny Carter moved to approve the Consent Agenda.

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

A. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes from April 11, 2023 City Council Meeting
2. Approval of Minutes from May 9, 2023

Councilman Matthew Momtahan moved to table the April 11, 2023 and May 9, 2023 Council Meeting Minutes.

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

3. Approval of Minutes from May 12, 2023 Special Called Council Meeting

Councilwoman Shirley Marchman moved to approve the May 12, 2023 Special Called Council Meeting Minutes.

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

4. Second Reading Home Rule Ordinance Providing for Board and Commission Terms (C. David Mecklin, City Attorney)

Councilman Danny Carter moved to approve the Ordinance Providing for Boards and Commission Terms.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman

SECONDER: Matthew Momtahan, Councilman
AYES: McPherson, Marchman, Momtahan, McCoy, Carter

B. Community Development (Tracy Jarvis, Director)

1. Glory Business LLC d/b/a Smile Food Mart, Alcohol License Permit Request and Public Hearing - Nyree Simpson, Licensing Specialist

No one came forward for Public Hearing

Councilman Danny Carter moved to approve the request for issuance of an Alcohol License Permit to Glory Business, LLC d/b/a Smile Food Mart.

RESULT: **APPROVED**
MOVER: Danny Carter, Councilman
SECONDER: Anna McCoy, Councilwoman
AYES: McPherson, Momtahan, McCoy, Carter
NAYS: Marchman

2. RA-01-23 - Punkintown Road at Highway 61 - Rezoning from AG to C2 and SFA (Ron Johnson, Planning & Zoning Administrator)

City Attorney David Mecklin stated that the Public Hearing requirement had been met in the May 9, 2023 City Council Meeting when the item was Tabled. Mr. Mecklin further advised that the item would need to be brought off the Table through a Motion and that Council had agreed during the earlier Work Session to allow 15 minutes to supporters and 15 minutes to those opposed to speak on the item.

Councilman Danny Carter moved to bring item RA-01-23 from the Table to be discussed in this meeting.

RESULT: **APPROVED**
MOVER: Danny Carter, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: McPherson, Marchman, Momtahan, McCoy, Carter

Applicant, Howard Ray, presented for the supporters of this item.

Aaron Bober, Dennis Ingle, Lois Ina, Breezy Preston, Walter Heinert, Janice Parkinson, Rusty Dean, Ryan Clark all spoke against the item.

Councilman Danny Carter moved to approve the rezoning request from Arpit Realty, LLC for a rezoning from AG to C1 and SFA with conditions as outlined by staff and amended by Councilman Matthew Momtahan:

1. Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.
2. The developer shall submit a survey or subdivision plan based on the recompiled proposed lot boundaries.
3. The Applicant/Developer/Owner agrees to construct a minimum of four elevations, and a minimum of 15% of each elevation shall be constructed of masonry within the residential portion of the development.

4. The Applicant/Developer/Owner agrees to install sidewalks on both sides of internal streets and along the frontage of Towne Creek Drive, Punkintown Road and Dallas Highway.
5. The Applicant/Developer/Owner acknowledges that water and sewer availability is not expressly implied as a result of zoning.
6. The Applicant/Developer/Owner agrees and acknowledges that all conditions or stipulations of re-zoning shall bind Applicant/Developer/Owner's successors and assigns.
7. The Applicant/Developer/Owner agrees to build and/or install all internal roadways and parking aisles to standards that would accommodate emergency access vehicles.
8. The Applicant/Developer/Owner and all successors and assigns will be required to develop the parcels as follows:
 - a. Construction of a realigned Punkintown Road without a traffic circle from the northern bypass to the existing Punkintown Road ROW, including a golf cart path on the east side of the road. The city will not reimburse the applicant or any future owners of the site.
 - b. No property is to be set aside for a county fire station, as it will no longer be required.
9. The community shall be an age-restricted community in compliance with the Housing for Older Persons Act of 1995 ("HOPA"). The deed restriction must be filed within 30 days of the final plat approval.
10. All site plans, proposed elevations, concept plans and representations made before the City Council pertaining to the SFA zoned portion of the property shall be entered into the legal record.
11. No playgrounds should be in the amenities area.
12. A minimum of 1 traffic calming procedure shall be included in the main entranceway.

RESULT:	ADOPTED
MOVER:	Danny Carter, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Marchman, Momtahan, Carter
NAYS:	McPherson
ABSTAINED:	McCoy

3. RA-02-23 - Rockmart Road at Lake Paradise Road - Rezoning from I2 to C1 and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

No one came forward for public hearing.

Councilman Danny Carter moved to approve the requested rezoning request from Arpit Realty, LLC for a rezoning from I2 to C1 with Conditions as outlined by staff:

1. The applicant shall agree that zoning approval is not an implied consent to receiving a liquor license or that the applicant has won the city lottery for a license. Should the applicant not be the presumptive licensee for this district, the applicant may construct permitted uses within the C1 zone subject to meeting all applicable development standards within the zoning ordinance.

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

4. VA-03-23 - 113 Conners Road - Two Variances from *Table 4.4 - Development Standards* and *Section 8.02(2)(j)(1) Off-Street Motor Vehicle Parking and Loading Areas* and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

No one came forward for Public Hearing.

Councilwoman Leslie McPherson moved to approve the requested two variances from Section 8.02(2)(j)(1) and Off-Street Motor Vehicle Parking and Loading Areas by Brandon Greba as presented.

No second to the motion.

Councilman Danny Carter moved to deny the request for the three variances from Section 8.02(2)(j)(1), from Table 4.4 to reduce the required 10' building separation to 4' and from Table 4.4 to reduce the required 15' rear yard setback to 5.5' by Brandon Greba as presented.

RESULT:	DENIAL
MOVER:	Danny Carter, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Marchman, Momtahan, McCoy, Carter
NAYS:	McPherson

Councilwoman Leslie McPherson had to leave the meeting due to phone connection.

5. RA-06-22 - 1739 Carrollton-Villa Rica Highway - Rezoning from AG to SFA and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

No one came forward for Public Hearing.

Councilman Matthew Momtahan moved to approve the rezoning request from Highlands Residential, LLC for a rezoning from AG to SFA with conditions as presented by staff with additional condition the applicant/owner/developer agrees and acknowledges that sewer availability is not implied our rezoning and septic system would be the responsibility of applicant/owner/developer.

Conditions:

1. The community shall be an age-restricted community in compliance with the Housing for Older Persons Act of 1995 (“HOPA”). The deed restriction must be filed within 30 days of the final plat approval.
2. The application package shall be entered into the legal record in addition to any and all proposed elevations, site plans, concept plans and other representations made before the City Council.
3. The Applicant/Developer/Owner agrees and acknowledges that all conditions or stipulations of re-zoning shall bind Applicant/Developer/Owner’s successors and assigns.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Matthew Momtahan, Councilman
SECONDER:	Anna McCoy, Councilwoman
AYES:	Marchman, Momtahan, McCoy, Carter

6. CU-01-23 - W. Industrial Court at Highway 101 - Special Exception Permit to Operate a Truck and Trailer Parking Facility and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

David Schoerner and Marshall Phipps spoke to support the request for Special Exception Permit, Janet Heilman wanted clarity on what the use of the lot and if it only included Trailers or if it included RVs.

Councilman Matthew Momtahan moved to deny the Special Exception Use Permit for a public or private parking lot (as a primary use) at the above-cited location.

RESULT: DENIAL
MOVER: Matthew Momtahan, Councilman
SECONDER: Danny Carter, Councilman
AYES: Momtahan, McCoy, Carter
NAYS: Marchman

7. RA-03-23 - East Wilson Street - Rezoning from CMU to R2 and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

No one came forward for Public Hearing.

Councilman Danny Carter moved to approve the rezoning request from Marlon and Tasha Wells for a rezoning from CMU to R2, as presented.

RESULT: ADOPTED (UNANIMOUS)
MOVER: Danny Carter, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Marchman, Momtahan, McCoy, Carter

8. VA-05-23 - 384 Mirror Lake Boulevard - Variance to Reduce Side Yard Setback and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

No one came forward for Public Hearing.

Councilman Matthew Momtahan moved to approve the requested variance from *Table 4.5 Nonresidential Design Standards* by Fuqua BCDC Villa Rica Project Owner, LLC for a reduced side yard setback of 10' as presented.

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

9. ALT-01-22 - Liberty Pointe Subdivision - Alteration to PUD and Adoption of a new Concept Plan and Public Hearing (Ron Johnson, Planning & Zoning Administrator)

Patonya Brogden, Jazmine (last name not given), Tiara Jackson, Phyllis Stuart, Robin Futsy all spoke against the item.

Councilman Matthew Momtahan move to approve the PUD alteration request from Liberty Pointe Homes, LLC with conditions as outlined by staff.

Conditions:

1. The alteration shall be binding upon a fully executed, revised Development Agreement that is to be submitted along with the Final Plat application. The attached Master Plan document shall regulate the conclusion of the development.

RESULT: **APPROVAL**
MOVER: Matthew Momtahan, Councilman
SECONDER: Danny Carter, Councilman
AYES: Momtahan, Carter, Mayor McDougal (due to tie)
NAYS: Marchman, McCoy

10. Final Plat for Rivershire Place Phase 1 (Tom Barber, City Manager)

Councilman Danny Carter moved to approve the Final Plat for Rivershire Place Phase 1.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Anna McCoy, Councilwoman
AYES: McPherson, Marchman, Momtahan, McCoy, Carter

C. City Manager (Tom Barber)

1. Resolution to Authorize the Bond Attorney to Proceed with the Issuance of Revenue Bonds

Councilman Matthew Momtahan moved to adopt the resolution and authorize the Mayor and City Clerk to execute the documents as needed.

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

Adjournment (Mayor Gil McDougal)

Councilman Matthew Momtahan moved to adjourn the meeting and was seconded by Councilwoman Shirley Marchman and the vote was unanimous. Mayor Gil McDougal adjourned the meeting.



City Clerk Theresa Campbell



Mayor Gil McDougal



April 12th, 2023 (Revised April 28th, 2023)

Renee Kilgore, Board Administrator
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Arpit Realty, LLC
RA-01-23
Punkintown Road and Dallas Highway; Towne Creek Drive
Land Lot 126, District 6
Parcel #: V05 0110178, V05 011045, V95 0110189, V05 0110085, V05 0110086,
V05 0110049, V05 0110019, V05 0110190, V05 0110017, V05 0110013,
V05 0110014, V05 0110015, V05 0110016
Acreage: 45.26
Ward: 3
City Council Member: Leslie McPherson
Planning Board Member: Tom Flowers
City of Villa Rica, Carroll County, Georgia

Dear Ms. Kilgore:

Arpit Realty, LLC (the Applicant) seeks a rezoning from Agricultural Single-Family (AG) to Commercial Low-Density (C1) and Single-Family Attached (SFA) in order to construct a mixed use development with undetermined commercial uses and approximately 120 age-restricted townhomes on the site. The Applicant has not requested any variances.

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

1. Application Checklist, notarized and dated February 23th, 2023;
2. Zoning Map Amendment (Rezoning) Application, dated February 23^h, 2023;
3. Thirteen (13) Deeds, (various dates from March 31st, 2022 to October 25th, 2022);
4. Applicant Statement of Intent, prepared by Avery J. Ward, P.E., dated February 27th, 2023;
5. Carroll County qPublic.net Assessor's Report Summary, undated;
6. List of adjacent property owners, undated.



A. Existing Conditions

The subject properties are located south of Dallas Highway, east of Punkintown Road, north of Towne Creek Drive, and southwest of Stockmar Road. Collectively, the parcels have 1,425’ of frontage along Punkintown Road, 1,669’ of frontage along Dallas Highway, 52’ along Stockmar Road and 605’ along Towne Creek Drive. The tracts are currently zoned Agricultural Single-Family (AG) and feature a mix of residential single-family detached structures and undeveloped land. The property does not border any city incorporation boundaries. The affected parcels are varied in their size, shape and the presence of any structures.

The subject property is adjacent to existing residential neighborhoods along Stockmar Road and along Towne Creek Drive. The Old Villa Rica Cemetery, a local historic site, is located across Punkintown Road. Dallas Highway has a mixture of uses, primarily residential and commercial in the direct vicinity of the properties. East of the site is a vacant lot and the Mirror Lake subdivision.

The surrounding zoning is entirely residential in nature, except one property (Dollar General) within this area, which begins a transition to Office Medical Institutional (OMI) zoned property and intense commercial users such as Tanner Medical Center and Willow Brook Rehabilitation Facility. All land surrounding the use (other than along Towne Creek Drive and portions north of Dallas Highway) are zoned AG. These remaining portions are zoned Single-Family Suburban (R-1).

No streams or state waters have been identified on the site. No easements have been identified on the preliminary layout or property survey.

Surrounding Properties:

TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	Land Use Character Area
North	Commercial Low-Density (C1) Single-Family Agricultural (AG) Single-Family Suburban (R-1)	Suburban Village
East	Single-Family Agricultural (AG)	Suburban Village
South	Single-Family Suburban (R-1)	Suburban Village
West	Single-Family Agricultural (AG)	Suburban Village



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

B. Site History

Approximately two of the thirteen parcels have a single-family structure, built in 1957 and 1986), the remaining parcels are vacant or have remnants of foundations and accessory structures for residential uses and buildings that are no longer present. The Unified Development Code (UDC) zoned the properties as Single Family (R20). The parcel was rezoned in 2020 during the citywide rezoning from R20 to AG, which was considered a lateral rezoning.

C. Proposed Development

The applicant is the owner of all thirteen parcels, and has the intent to have approximately 19 acres zoned C1 and the remaining 24 acres zoned SFA within the confounds of the area as described in Section A. The applicant proposes to construct a commercial use and approximately 120 age restricted, ranch style townhomes. According to the applicant’s Letter of Intent, “the commercial use may include a medical clinic or health care facility, fitness center, day care center, drug store or pharmacy, administrative or professional office, bank or financial institution, medical or dental laboratory, retail, restaurant, fast food, car wash, filling station, or any other permitted use listed in the zoning ordinance”.



The applicant states that the area most likely to be directly affected by such change is the existing Towne Creek Subdivision as the entrance road will be redirected to the proposed roundabout along Punkintown Road. The traffic pattern on Punkintown will be dramatically altered with the roundabout, as Towne Creek Drive will be provided with slowed traffic when entering and exiting the neighborhood. The applicant also states that the adjacent parcels will not be physically affected as the required screening and buffers within the zoning ordinance will be observed. The development is expected to be approved by the relevant state and federal authorities by December 2024 and construction would commence shortly after for “an additional 3-5 years until full build-out”. The realigned Punkintown Road and Villa Rica bypass is poised to transform the crossing with Dallas Highway into a major intersection.

See Table 2 below for yard and bulk requirements in the SFA Zone:

TABLE 2 - BULK REQUIREMENTS – SFA SINGLE-FAMILY ATTACHED ZONE DISTRICT			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (ac)	1	Unknown	Unknown
Minimum Lot Width (ft)	100	Unknown	Unknown
Minimum Front Yard Setback (ft)	25	Unknown	Unknown
Minimum Rear Yard Setback (ft)	40	Unknown	Unknown
Minimum Side Yard Setback (ft)	40	Unknown	Unknown
Maximum Building Coverage (%)	40	Unknown	Unknown
Maximum Building Height (ft)	40	Unknown	Unknown
Maximum Impervious Coverage (%)	50	Unknown	Unknown
Minimum Heated Square Feet (sf)	1,040 – One Story 650 – Two Story	Unknown	Unknown

The development will require a proposed sanitary sewer lift station and water main extension in order for utilities to adequately service the development. The proposed right-of-way width for the new roadway portions have not been supplied.

Design Standards

The city has design standards for all townhome developments in Section 9.03 of the Zoning Ordinance to which the applicant must comply at the time of architectural review. Commercial design standards would apply to the commercial portions of the development (Section 9.04).

Amenities/Open Space

The applicant has not indicated open space on the submitted illustration of the parcels. The ordinance requires a total of 2.79 acres (12% of the SFA-zoned site area) and 0.93 acres 5% of the C1-zoned site area) to be reserved for open space. The ordinance specifies what is considered non-qualifying open space and qualifying open space as specified below:



TABLE 8 – QUALIFYING AND NON-QUALIFYING OPEN SPACE

Non-Qualifying Open Space	Qualifying Open Space
Required Private Yards	Conservation areas and wetlands preserved as conservation areas.
Street rights-of-way, open parking area and driveways for dwellings	Floodplains
Land covered by buildings	Woodlands
Required detention and retention ponds that are not visually or physically accessible.	Riparian Corridors
The floodway of any stream, regulated drain, river or other water body accessible.	Retention and detention facilities with the following characteristics: <ol style="list-style-type: none"> 1. Perimeter access. An easement of at least fifteen (15) feet from the top of bank with a minimum five (5) feet wide path of a material that meets the requirements of the ADA. 2. Access. An area of open space at least twenty (20) feet wide shall extend from a street right-of-way to the fifteen (15) foot perimeter access area of the detention area. 3. Planting. Native plant material is encouraged around the perimeter of retention ponds.
Any area with slopes exceeding a twenty-five percent (25%) grade.	Development amenity areas containing semi-public areas such as: <ol style="list-style-type: none"> 1. Plazas with seating and special features such as public art or fountains. 2. Pocket parks with seating and landscaping. 3. Decorative water features; and lakes.



Any wetlands on the development site, unless preserved as a conservation area.	
--	--

The city’s ordinance permits for the following mix of amenities at the discretion of the developer and approval of the City Council:

- Swimming pool sized to comply with NRPA standards.
- Golf course.
- Resident clubhouse.
- Two tot lots with a minimum size of five-hundred (500) square feet per lot
- Basketball, volleyball, or other sport court.
- Two picnic areas, with a minimum size of five-hundred (500) square feet per area, and including a minimum of two picnic tables and one (1) barbeque grill/pit per area.
- Other amenity approved by the City Council.

The city requires a minimum of amenities for townhome subdivisions. According to the Villa Rica Zoning Ordinance, “Developments with one-hundred one (101) to one-hundred seventy-five (175) dwelling units shall provide at least two (2) amenities.” The applicant has not proposed or indicated amenities at this juncture in the development process.

Offsite Improvements

The applicant has not proposed any offsite improvements at this time.

Density

The applicant has proposed a gross density of 2.76 dwelling units per acre (du/acre) for the entire development, based on the rezoning application submitted. As this development is partially locating uses within the SFA Zone, the maximum density permitted is 17.424 du/acre. The development meets the required density in the zone.

Flood Plain

The property is not located within a flood zone and no state waters traverse or is located on the property.



National Flood Hazard Layer FIRMette

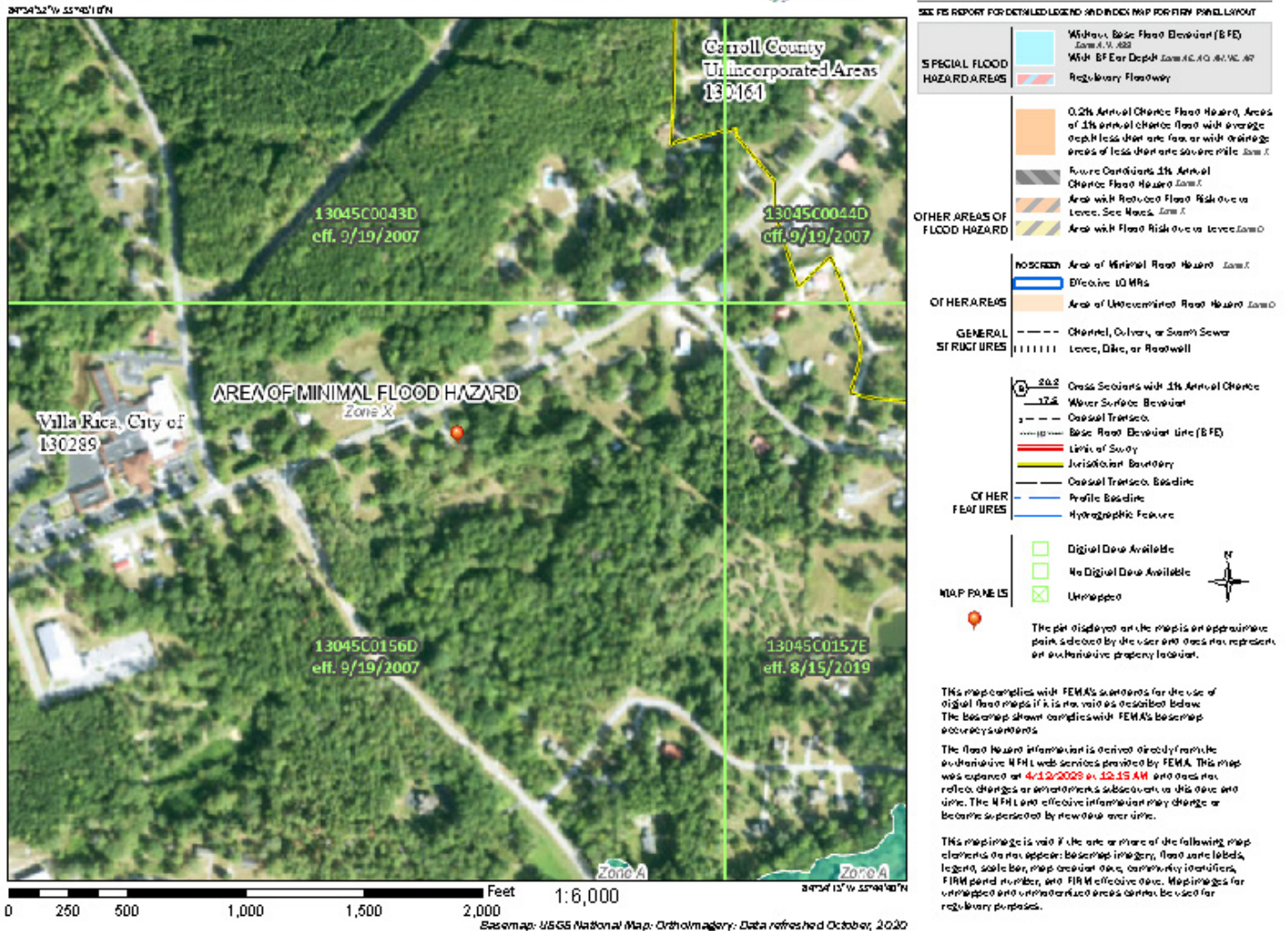


Figure 2: National Flood Hazard Layer FIRM Map 13045C0158D

Buffering/Screening/Tree Conservation:

A landscaping plan will be required to be submitted by the applicant at the time of Final Plat submittal. Section 7.05(7) of the zoning ordinance requires that a twenty (20) foot wide landscape area adjacent to the road or right-of-way be provided, and must be designated as “common area” or placed in a landscape easement. In addition, several shrubs and trees must be planted within this area. Trees are to be planted at a minimum rate of five (5) trees per one-hundred (100) linear feet of perimeter planting. Shrubs are to be provided at a minimum rate of ten (10) per one-hundred (100) linear feet of perimeter planting. Decorative perimeter fencing is also required within a common area adjacent to the right-of-way.

Based on Table 7.7: Individual Residential Lot Landscape, Individual lots within the newly formed



townhome developments are also required to have two trees each, and ten (10) shrubs. All front yards must be sodded.

Table 7.7: Individual Residential Lot Landscape			
Zoning District	Number of Trees	Minimum Number of Shrubs	Front Yard Sod
AG	3	12	no
R1	3	12	no
R2	2	10	yes
SFA	2	10	yes

Additional landscape areas, such as surrounding retention ponds, street trees and other planting requirements will be enforced by the department as required, including the planting and buffering specified above.

D. Rezoning Review Criteria

The Zoning Ordinance of the City of Villa Rica, Section 11.05(2)(b), requires the Planning & Zoning Commission and the legislative body to pay reasonable regard to the following when preparing and considering proposed amendments:

i. The Comprehensive Plan;

Villa Rica Future Land Use Map

The Future Land Use Plan prescribes “Suburban Village” as future land use character areas for the parcels. The intent of the Suburban Village Character Area is as follows:

“Suburban Villages are characterized by clustered commercial development around the intersection of prominent roads (Community Crossroads) and include immediate surrounding residential areas, which are suburban in nature. The general development pattern is compact, with stand-alone or a few businesses on a site. However, in more suburban and rural areas, a single business typically occupies a property. Future development should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Higher density developments should be located closer to more dense/intense areas, where similar development exists. Sidewalks and pedestrian linkages to nearby parks and other amenities should be provided in new developments.”



The character area has design principles that recommend “low to moderate density with concentrated neighborhood commercial development oriented around intersection/community crossroads”.

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Suburban Village Character Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

TABLE 3 - APPROPRIATE ZONING CATEGORIES – SUBURBAN VILLAGE	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Single Family (R20)	Single-Family Suburban (R1) Single-Family Urban (R2)
Multi-Family (R-14)	Multi-Family Low-Density (MF1)
Residential Townhome (RT)	Single-Family Attached (SFA)
Rural Development (RD)	Single-Family Agricultural (AG)
Planned Development (PD)	Planned Unit Development (PUD)
Neighborhood Commercial (NC)	Commercial Low-Density (C1)
Office-Institutional	Office Medical Institutional (OMI)

The parcels are also adjacent to a Community Crossroads area at the intersection of Punkintown Road and Dallas Highway:

“Community Crossroads are characterized by clustered commercial development around the intersection of prominent roads and include immediate surrounding residential areas which are urban or suburban in nature. Community Crossroads should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Crossroads located in more urban areas or along major corridors may support general commercial uses (due to availability of infrastructure), while those located in areas that are primarily residential mostly accommodate small-scale, neighborhood commercial uses.”

Community Crossroads have design principals that features density and intensity that varies from a neighborhood-scale development in areas that are primarily residential to general commercial in high-trafficked areas. The Comprehensive Plan recommends NC, GC, existing residential, and PD as appropriate zoning categories, which are succeeded by the C1 Zone. The SFA portion of the project does not meet the intents of the Community Crossroads section of the Comprehensive Plan.



The proposed development appears to meet the intents of the character area and partially compliant with the Community Crossroads portions of the Comprehensive Plan.

- ii. Current conditions and the character of current structures and uses in each district;**
The lots are mostly vacant, with remnant accessory structures standing on a portion of a few lots in poor condition. There are two homes currently occupied and in good condition. The character of the C1 Zone is typical of small-scale neighborhood commercial uses, whereas the character of the SFA zone is typical of attached vertical units to which the applicant intends to construct. The general vicinity of properties east, north and south of the site are established residential properties on large parcels or vacant land. This collection of parcels would extend an existing commercial corridor to the west of the site along Dallas Highway, which is mostly medical uses, but has diversified in recent years to include a Dollar General (zoned C1) and the SoutheasTrans corporate headquarters (zoned OMI).
- iii. The most desirable use for which the land in each district is adapted;**
The proposed development is a desirable use based on the Comprehensive Plan and overall character of the area. The current use of the properties as mostly vacant land is not the highest and best use for the properties given the acreage and the density/intensity recommendations stated in the Comprehensive Plan.
- iv. The conservation of property values throughout the jurisdiction; and**
Property values are expected to be increased by the new housing stock and further reduction of vacant and abandoned parcels in the city should the rezoning and development of the lot materialize.
- v. Responsible development and growth**
The surrounding northeastern portion of the city is expected to see extensive growth in the coming years as Mirror Lake subdivision continues to buildout, and new developments, such as the Arbours at Villa Rica, Old Stone Road and Mirror Lakes mixed-use project take shape. This compounds growth pressures along Dallas Highway from Tanner Medical Center, Dollar General and SoutheasTrans Headquarters. This development will provide additional 55+ housing opportunities within this region. With the realignment of Punkintown Road, the bypass completion, and a new roundabout junction south of the development, the development would be a responsible addition to an already growing area and will remove several blighted and vacant properties owned by the applicant in the process. The road network in the area has three roundabouts recently installed or planned that will help slow and regulate traffic.

The State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

- i. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**



Both Punkintown Road and Dallas Highway have seen extensive growth, and more growth is planned on these routes and surrounding areas, such as Old Stone Road. This development would commercialize a prominent corner and extend this growth. The size of the lot as well as adjacent and nearby properties lend the impetus for more commercial and residential single-family development on this tract and other nearby tracts. Nearby parcels include a cemetery across Punkintown Road and existing single-family residential developments on large lots.

ii. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The use is not expected to affect the existing uses nearby or usability of any adjacent structures or lots. All buffers within the ordinance must be adhered to.

iii. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The property does not have a reasonable economic use as currently zoned. It is not the highest and best use of land given the acreage and Comprehensive Plan designations for appropriate zoning, which would allow for higher density and/or intensity. Because of the size and location of the parcel, along with development pressures along the Punkintown Road and Dallas Highway corridors, the rezoning to commercial and townhomes with smaller lot sizes than the 25,000 sq. ft. without sewer and 40,000 sq. ft. with sewer minimums required in the AG zone would give the parcel an economic advantage for courting uses.

iv. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

No excessive usage of city infrastructure has been identified as expected from the rezoning proposal by staff; however, the ability to provide sewer capacity should be secured prior to approval. Potential traffic impacts along Punkintown Road and Dallas Highway must be studied and reviewed by the City Engineer as a part of final plat approval. Dallas Highway and the Bypass Route are both Georgia DOT roadways. The planned roundabouts should improve traffic flow in the area. Schools will not be impacted, as the residential portion of the development is age-restricted.

v. If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

The rezoning is supported by the Comprehensive Plan. The Comprehensive plan prescribes Suburban Village as the land use character area, which recommends townhome zoning districts and commercial. This is consistent with the requested zone change from AG to SFA and C1. The Community Crossroads recommends commercial zoning and existing residential, and PDs.



- vi. **Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.**

No negative changing conditions are present or anticipated.

E. Comments

1. The City Council shall require that a legal plan or contract for the perpetuation, maintenance and function of all the common area or other common property be established and furnished to the Council to be approved by the City Attorney prior to final approval. The legal plan or contract shall assure that all such common areas shall be provided for in a satisfactory manner without expense to the City. The documents shall be recorded in the County Recorder's office by the applicant prior to occupancy of any building on the project.
2. Where applicable, a homeowners' or maintenance association shall be established for the purpose of permanently maintaining all open space and potential non-commercial recreational facilities. Such homeowner's or maintenance association agreements, guaranteeing continuing maintenance, and giving lien to the City in the event of lack of such maintenance, shall be submitted to the City Council for approval prior to the issuance of any permits.
3. A Landscape Plan, Open Space Plan and other details, as required, should be submitted to the City Engineer for review prior to Final Plat approval.
4. The developer is expected to incur the cost to build the newly aligned Punkintown Road and golf cart path with no reimbursement from the city. The roundabout will not be required. No property for the fire station will be required; however, the city will still acquire the two parcels north of the entrance to Towne Creek.

Recommendation:

Staff recommendation: **APPROVAL WITH CONDITIONS**

Reasons: The requested rezoning would provide further commercial growth along the Punkintown Road and Dallas Highway corridor and would advance further housing choices for seniors in our community.

Conditions:

1. Receipt of a favorable sewer and water capacity letter from the city's Utilities Department guaranteeing availability to service all lots within the proposed development within sixty (60) days. This letter must be on file with the city's Community Development Department upon receipt.
2. The developer shall submit a survey or subdivision plan based on the recompiled proposed lot boundaries.
3. The Applicant/Developer/Owner agrees to construct a minimum of four elevations, and a minimum of 15% of each elevation shall be constructed of



- masonry within the residential portion of the development.
4. The Applicant/Developer/Owner agrees to install sidewalks on both sides of internal streets and along the frontage of Towne Creek Drive, Punkintown Road and Dallas Highway.
 5. The Applicant/Developer/Owner acknowledges that water and sewer availability is not expressly implied as a result of zoning.
 6. The Applicant/Developer/Owner agrees and acknowledges that all conditions or stipulations of re-zoning shall bind Applicant/Developer/Owner's successors and assigns.
 7. The Applicant/Developer/Owner agrees to build and/or install all internal roadways and parking aisles to standards that would accommodate emergency access vehicles.
 8. The Applicant/Developer/Owner and all successors and assigns will be required to develop the parcels as follows:
 - a. Construction of a realigned Punkintown Road without a traffic circle from the northern bypass to the existing Punkintown Road ROW, including a golf cart path on the east side of the road. The city will not reimburse the applicant or any future owners of the site.
 - b. No property is to be set aside for a county fire station, as it will no longer be required.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in the *Douglas Sentinel* and *Times-Georgian* on April 4th, 2023; 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 to voice concern or support for the proposed actions.

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

Very truly yours,

Ronald Johnson

Planning & Zoning Administrator



Arpit Realty, LLC– Punkintown Road and Dallas Highway

RA-01-23

April 12th, 2023

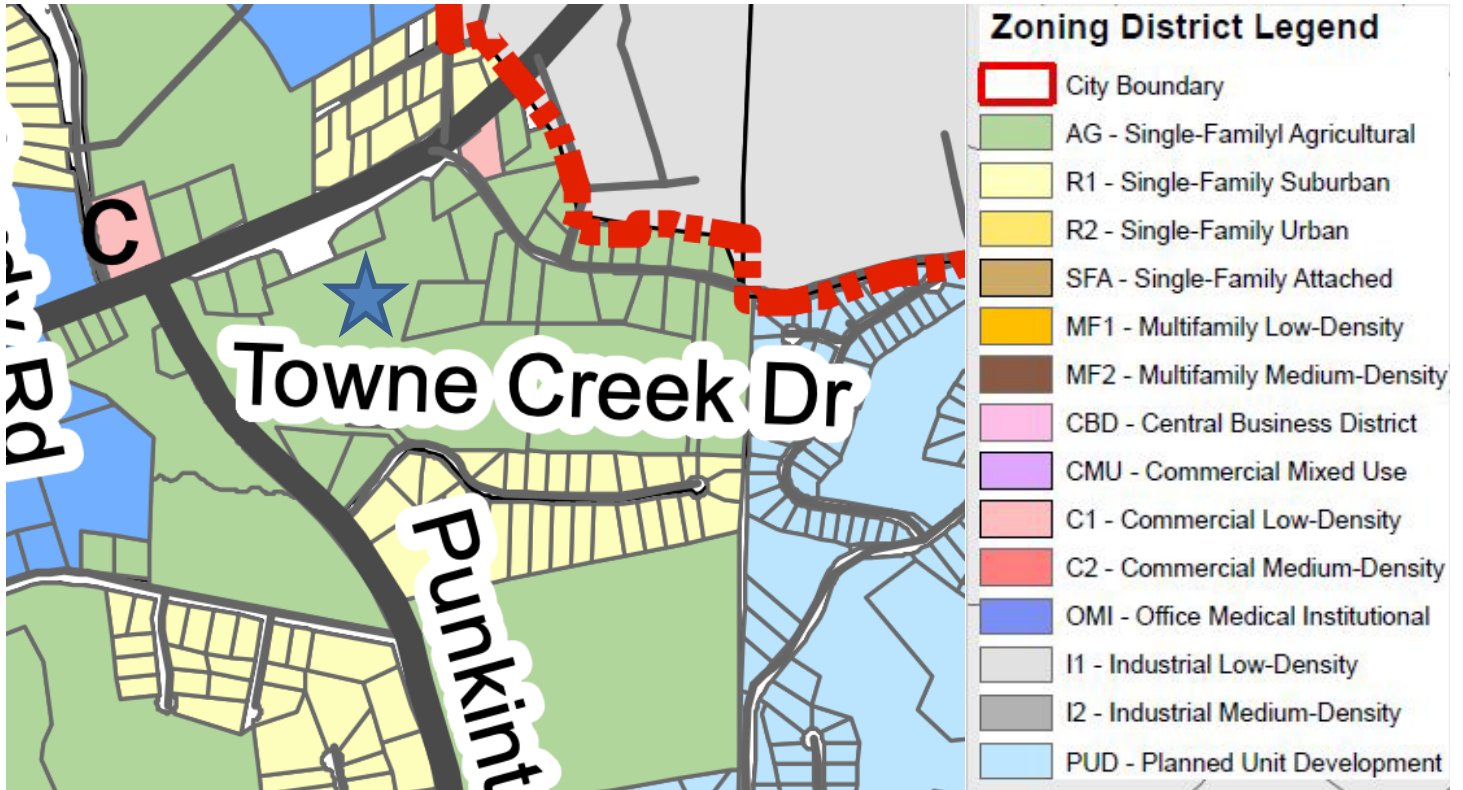
Page 14 of 16

Tracy Jarvis, Community Development Director (via email)



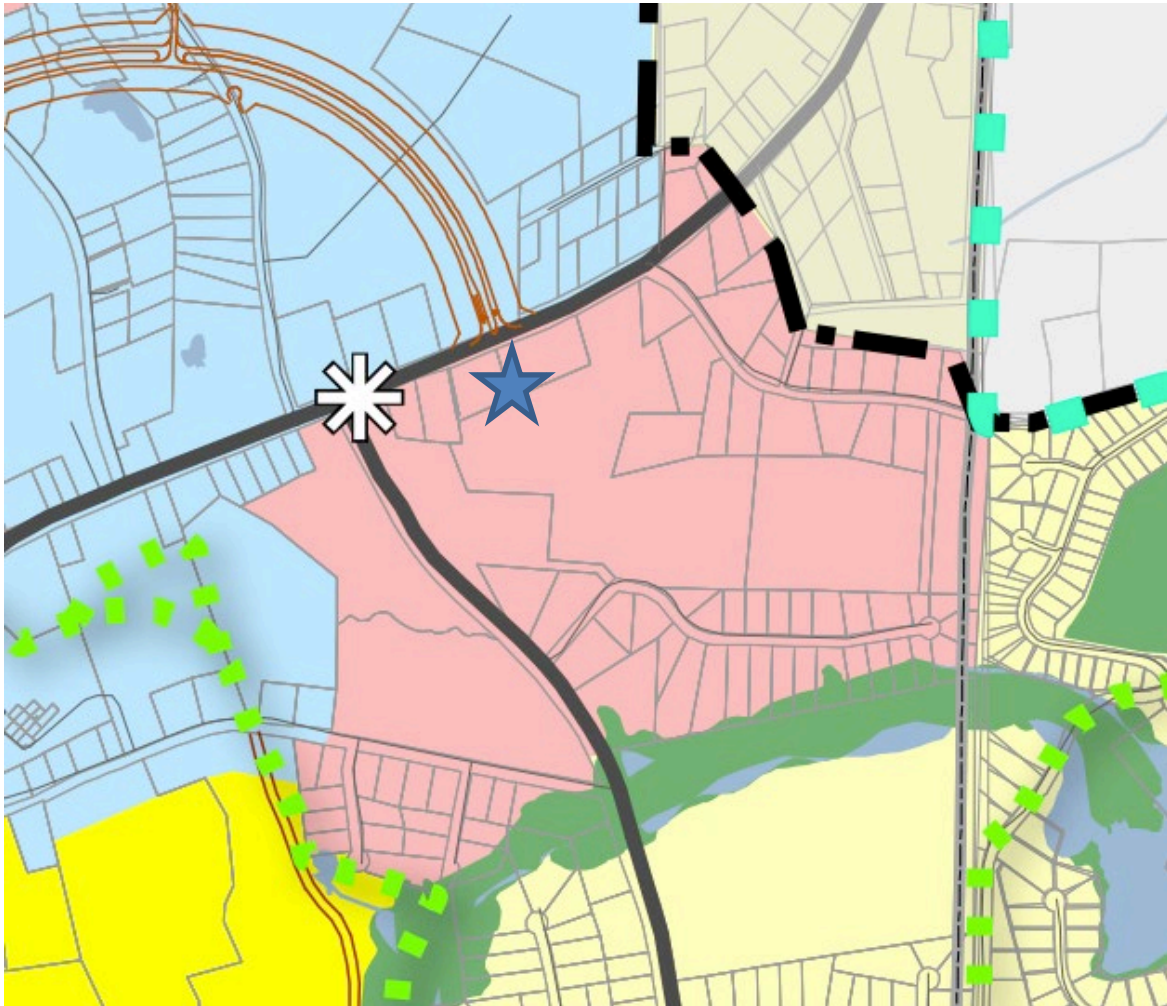
Corresponding Maps:

Villa Rica Zoning Map:

















Villa Rica Future Land Use Map:



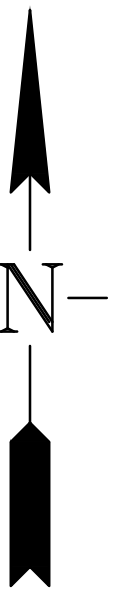
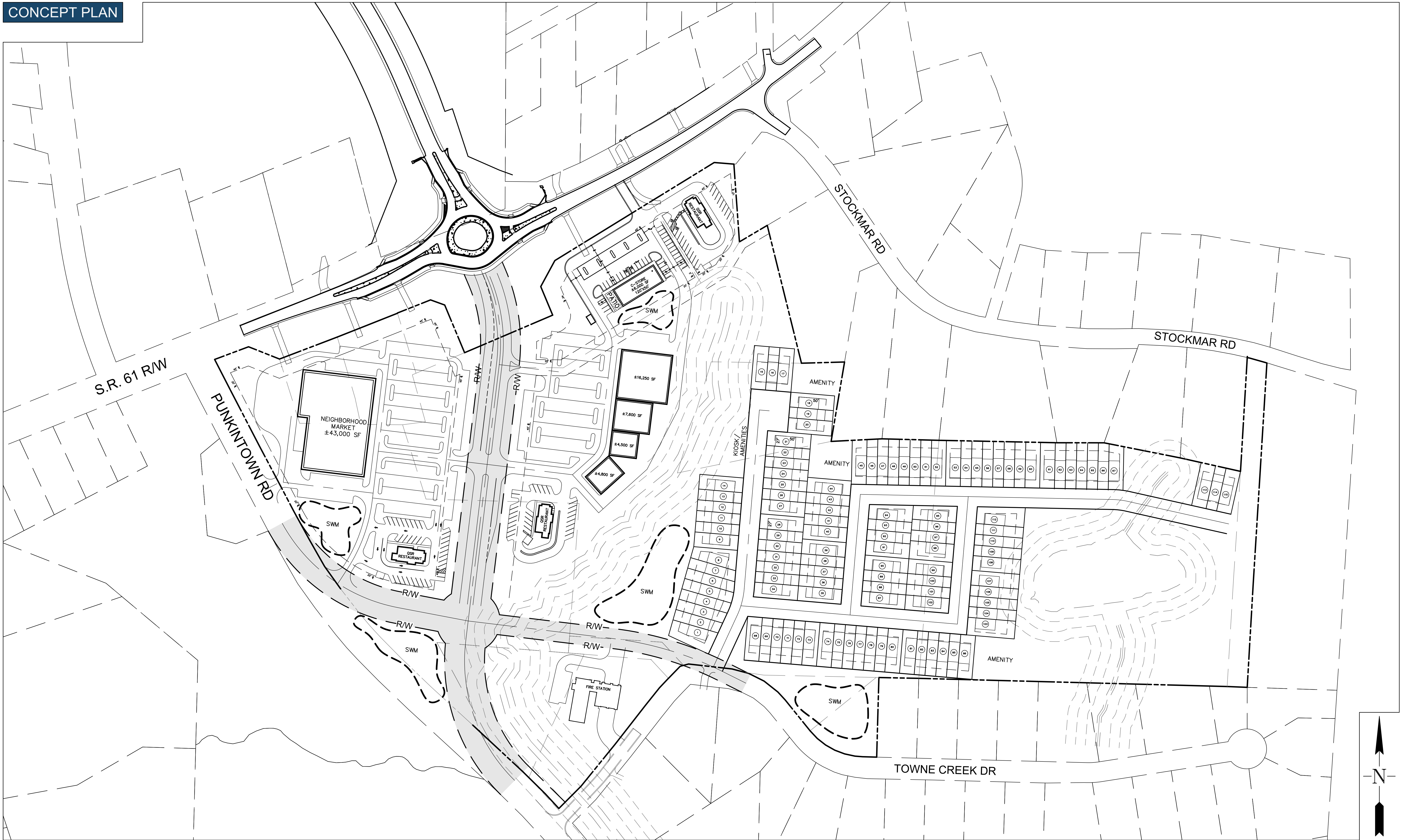
CHARACTER AREAS

-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY





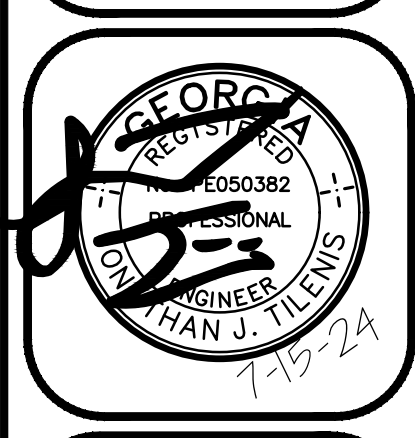
NO.	DATE:	REVISION	CITY COMMENTS	GASVCC COMMENTS
1	07/15/24			
1	07/15/24			

OVERALL SITE PLAN
 OF
PUNKINTOWN ROAD IMPROVEMENTS
 L.L. 177 & 208, 2nd DISTRICT, 5th SECTION
 CITY OF VILLA RICA, CARROLL COUNTY, GA

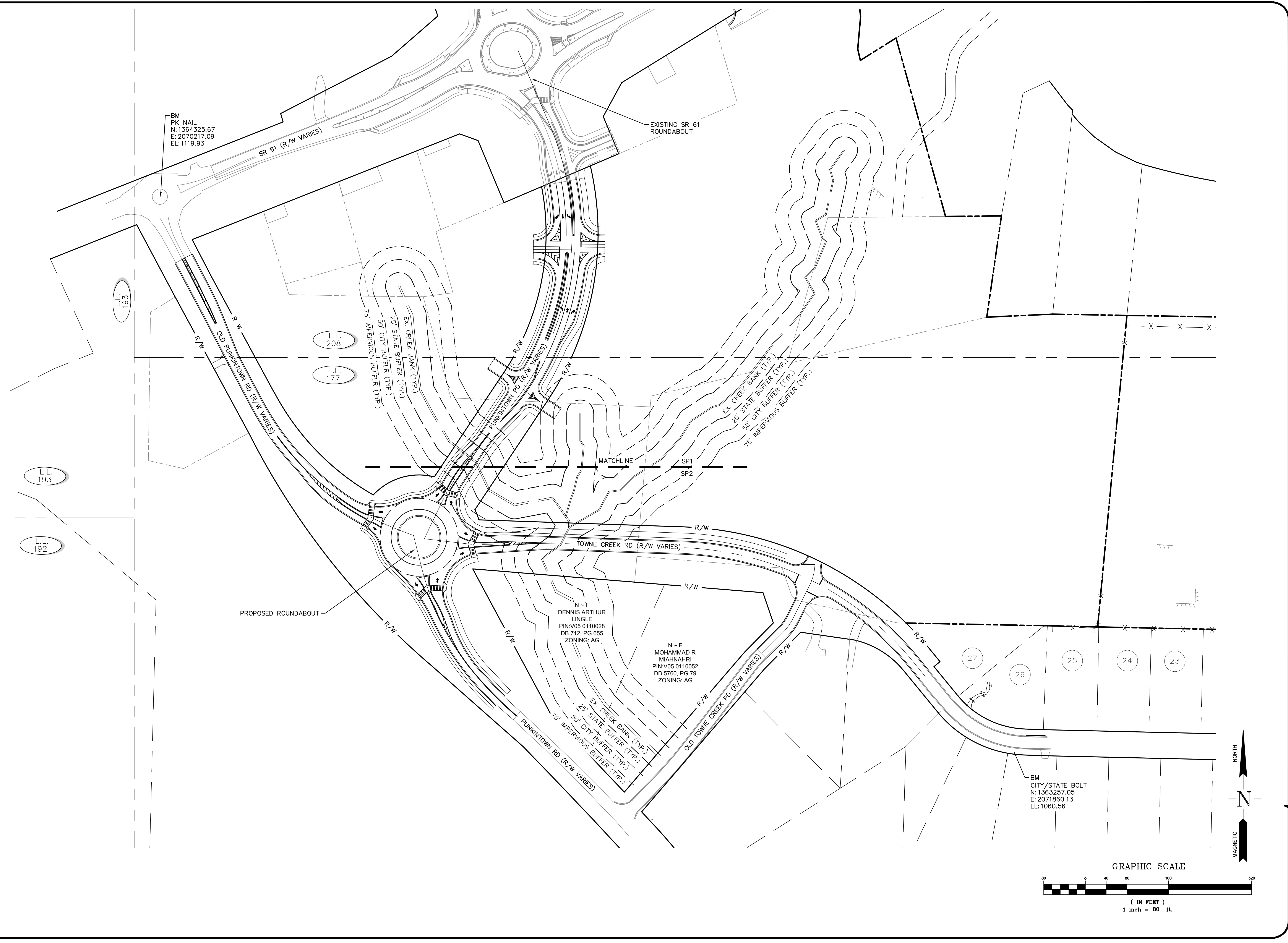
OWNER:
 ARPIT REALTY, LLC
 900 HILLWOOD CIR
 VILLA RICA, GA 30180

DEVELOPER:
 SAME AS ABOVE

24 HR. CONTACT:
 TERRY DOBBINS
 (404) 680-5009
 TERRY.DOB@HOTMAIL.COM



DATE: 03/22/24
 DRAWN BY: NRT
 CHECKED BY: JTT
JOB#: H22147
OVSP



GIL McDOUGAL, MAYOR
CITY COUNCIL:
MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MOMTAHAN
DANNY CARTER
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
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September 7, 2023

Arpit Realty, LLC
900 Hillwood Circle
Villa Rica, Georgia 30180
Attn: Avery J. Ward, P.E.

Re: Water/Sewer Availability
Project: Punkintown Road and Dallas Highway Mixed Use Development

Parcel ID's: V05 0110013, V050110014, V050110015, V05 0110016, V05 0110017, V05 0110019, V05 0110045, V05 0110049, V05 0110085, V05 0110086, V05 0110178, V05 0110189, and V05 0110190.

Dear Mr. Ward,

At the present time, the City of Villa Rica has sufficient Water capacity to serve your proposed Mixed-Use development.

The City also has Sanitary Sewer plant treatment capacity available, but the City will require gravity sewer to be installed to the Shoreline lift station.

Any improvement upgrades or costs associated with the Water and Sewer connections to the proposed project will be the responsibility of the developer.

I hope this letter will suffice for your needs at this time. Should you need additional information, please feel free to call me.

Sincerely,

On Behalf of the City of Villa Rica,
Bobby C. Elliott, P.E.
City Engineer

BCE

Dear Villa Rica City Council,

On September 12, 2023, the Mayor and Council of the City of Villa Rica approved an extension to the final concept plan and Planned Unit Development (PUD) zoning conditions for 55 and 63 Goldworth Road, Villa Rica, Georgia (Parcel Nos: V07 0140004, V07 0140004 and V07 0140151), in Land Lot 99 of the 6th District in Carrol County.

During this approval process, various conditions were placed on the project which were either in conflict with previous approvals and/or missing in part or whole. We would like to take this opportunity to clarify the conditions on the property. We believe this will ensure both the staff and developer have plainness as it relates to the requirements, uses and density related to the above referenced properties.

The Proposed Conditions are as follows:

1. Work with the Water and Sewer department to relocate the existing water tower to a new location onsite (this may be done in phases based upon the water and sewer departments needs);
2. Maximum number of single-family units: 250 units
3. Maximum number of Multi-family units: 325 units
4. Maximum number of senior housing units: 290 units
5. The applicant/developer must follow all other zoning tabulations and design-based representations as presented in the accompanying document titled "Avenmore Master Plan", dated July 18th, 2019. This document is fully transferrable and applicable to any future developer of the site;
6. Permitted Commercial uses to be limited to:
 - a. Retail
 - b. Office, Business and Professional
 - c. Bank or Financial Institution, Full Service (including drive-thru with ATM's)
 - d. Veterinary Clinic/Animal Care Facility
 - e. Restaurant (including drive-thru)
 - f. Barber Shop/Beauty Shop
 - g. Laundry, Pick-up and Dry Clean Services (including drive-thru)
 - h. Florist Shop
 - i. Grocery/General Merchandise Store

- j. Bakery/Pastry Shop
 - k. Museum
 - l. Art Gallery
 - m. Library
 - n. Cinema/Movie Theater
 - o. Athletic/Health Club Facilities
 - p. Clinic, Public or Private
 - q. Hospital, Urgent Care, Health, and Medical Institution
 - r. Horticultural Gardening
 - s. Nursery and Greenhouse
 - t. Hardware Store
 - u. Gas Station
7. Commercial uses requiring a conditional use permit to be limited to:
- a. Church
 - b. Assembly Hall, Civic Center
8. Both applicant and City Council agree that these conditions will now govern the project and any previous conditions shall be null and void. This is being agreed upon to prevent any discrepancies between the various conditions that were placed upon the property during the various renewals that have been requested and approved by the City Council.
9. Both applicant and City Council agree that the annual renewal requirement moving forward shall be based on construction progress related to the site, which shall include substantial monetary expenditures.

GIL MCDUGAL, MAYOR
CITY COUNCIL:
MICHAEL YOUNG, MAYOR PRO TEM
LESLIE MCPHERSON
DANNY CARTER
MATTHEW MOMTAHAN
SHIRLEY MARCHMAN

City of Villa Rica



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

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THE CITY OF VILLA RICA
LETTER OF DECISION
Case No.: ALT-02-21

October 21, 2021

Jay Davis
Winchester Real Estate Investment
55 Goldworth Road
Villa Rica, GA 30180
(Via Email ONLY – jaywd3@gmail.com)

Dear Mr. Davis,

On October 5, 2021, the Mayor and Council of the City of Villa Rica approved an alteration to the final concept plan and Planned Unit Development (PUD) zoning conditions for 55 and 63 Goldworth Road, Villa Rica, Georgia (Parcel Nos: V07 0140004, V07 0140003 and V07 0140151), in Land Lot 99 of the 6th District in Carroll County. The Council approved application ALT-02-21, which adds “senior housing” as a permitted use within the PUD, defined “senior housing” as housing that’s set aside for residents aged 55+, and permitted a maximum of 290 units dedicated to senior housing. You have indicated that of the 290 units, approximately 200 will be independent living apartments, 60 will be assisted living units and 30 units for memory care (or a similar mixture). The Council also approved an extension of the rezoning and all conditions listed below for a period of one year (expiring September 21, 2021).

The Conditions are as follows:

1. Preliminary plat application in accordance with the requirements and depicting the following should be reviewed and approved by Planning and Zoning Commission and City Council.
 - a. Acreage of the property, proposed building footprint, and density in each proposed land use to be included in the Planned Development (commercial, residential, and institutional).
 - b. Public improvements plan showing connections to the proposed location of the Gold Nugget Trail along Bay Springs Creek.
 - c. Inter-parcel roadway stub for a potential future connection to Charleston Place.
2. Maximum number of single-family units: 250 units
3. Maximum number of multi-family units: 325 units
4. Zoning book, phasing plan, economic analysis, Homeowners Association covenants, and utility plan to be submitted for approval with the final Development Plan
5. Submit a detailed plan on the proposed movement of the water tower.

6. The applicant/developer must follow all zoning tabulations and design-based representations as presented in the accompanying document titled "Avenmore Master Plan", dated July 18th, 2019. This document is fully transferrable and applicable to any future developer of the site.
7. **Maximum number of senior housing units (55+): 290 units**

You have now completed the Planning and Zoning process for your project and can move forward with working with me to receive final approvals and apply for permits.

Sincerely,


Bobby C. Elliott, P.E.
Community Development Director

GIL MCDUGAL, MAYOR
CITY COUNCIL:
MATTHEW MOMTAHAN, MAYOR PRO
TEM
LESLIE MCPHERSON
DANNY CARTER
ANNA MCKOY
SHIRLEY MARCHMAN

City of Villa Rica

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

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THE CITY OF VILLA RICA LETTER OF DECISION Case Number: RA-08-18

September 13, 2023

Jay Davis
Winchester Real Estate Investment
55 Goldworth Road
Villa Rica, GA 30180
(Via Email ONLY – jaywd3@gmail.com)
Project Name: Villa Rica Senior
Parcel ID: V07 0140004
Address: 55 Goldworth Road Villa Rica, GA 30180
Zoning District: Planned Unit Development (PUD)

RE: Zoning Confirmation

Dear Mr. Davis,

On September 12, 2023, the Mayor and Council of the City of Villa Rica approved an extension to the final concept plan and Planned Unit Development (PUD) zoning conditions for 55 and 63 Goldworth Road, Villa Rica, Georgia (Parcel Nos: V07 0140004, V07 0140003 and V07 0140151), in Land Lot 99 of the 6th District in Carroll County.

The Council approved an extension of the rezoning and all conditions listed below for a period of one year (expiring September 12, 2024). This annual renewal requirement is absolute, as the rezoning is performance-based only for the completion of all conditions and is not based on construction progress on the site.

The Conditions are as follows:

1. Submittal of an updated Review Letter from Three Rivers Regional Commission;
2. Submittal of an updated traffic analysis;
3. Submittal of a detailed plan on the proposed movement of the water tower;
4. The maximum number of single-family units to be constructed shall be no more than 222 units as per zoning Master Plan;
5. The maximum number of multifamily units to be constructed shall be no more than 303 units as per zoning Master Plan;

6. All apartments, townhomes and condominiums shall have a maximum of two-bedroom units;
7. The applicant/developer must follow all zoning tabulations and design-based representations presented in the “Avenmore Master Plan”, dated July 18th, 2019. This document is fully transferrable and applicable to any future developer of the site;
8. Permitted Commercial uses to be limited to:
 - a. Retail offering common merchandise 100,000 square feet or less
 - b. Office, Business, and Professional
 - c. Bank or Financial Institution, Full Service
 - d. Veterinary Clinic/Animal Care Facility
 - e. Restaurant, Non-Drive-In
 - f. Barber Shop/Beauty Shop
 - g. Laundry, Pick up and Dry Clean Services
 - h. Florist Shop
 - i. Grocery/General Merchandise Store
 - j. Bakery/Pastry Shop
 - k. Museum
 - l. Art Gallery
 - m. Library
 - n. Cinema/Movie Theater
 - o. Athletic/Health Club Facilities
 - p. Clinic, Public or Private
 - q. Hospital, Health, and Medical Institution
 - r. Horticultural Gardening
 - s. Nursery and Greenhouse
9. Commercial uses requiring a conditional use permit to be limited to:
 - a. Church
 - b. Assembly Hall, Civic Center
10. All previously approved conditions are still valid, fully transferrable, and applicable to the development unless that condition is expressly overridden in these conditions. The Community Development Director shall have sole discretion to determine if a prior approved condition has been overridden.

An LDP was applied for and granted for this site on December 9th, 2021. The LDP is valid for a total of eighteen (18) months, and expired on June 9, 2023. In order to move forward with the project, a new LDP must be applied for and issued, along with accompanying plans. Should you have any questions, please let me know.

Sincerely,



Ronald Johnson
Planning & Zoning Administrator



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Public Hearing - Extension of Rezoning for 55 and 63 Goldworth Road - Avemore (RA-06-18)

AGENDA DATE: 08/13/2024

DATE PREPARED: 08/13/2024
PREPARED BY: Nina Shabazz, Community Development Director

PUBLIC HEARING: Yes

PURPOSE: The applicant, Avemore GA, LLC, seeks an extension of the rezoning for Avemore from Rural Development RD to a Planned Development, PD, which expires on September 12, 2024.

BACKGROUND: The City Council approved the Avemore project at 55 and 63 Goldworth Road in 2018 with a total of 200 single-family units, 300 multi-family units and live/work units, along with a host of other uses, including senior housing, which includes independent living, memory care and a minimum age restriction of fifty-five (55) years. In 2020, the city increased the total number of single-family lots to no more than 250 units, and the multi-family units to a maximum of 325 units. In 2021, the City Council approved an additional 290 units of senior housing with a minimum age of fifty-five (55) years. The applicant is returning to extend their zoning approvals for another year as specified in the original and subsequent conditions placed on the conditionally approved project.

STAFF RECOMMENDATION: N/A (Table discussion and reserve taking action to next Council meeting, to allow for the correct advertising in the local newspapers).

IMPACT: N/A

MOTION: N/A



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Fullerville Street and Sign Lighting

AGENDA DATE: August 29, 2024

DATE PREPARED: September 10, 2024

PREPARED BY: Nic Griffin

AMOUNT: \$7,545.00 Installation Fee; \$51.66 Monthly Fee **GL ACCOUNT #:** TBD

FUNDING SOURCE: TBD **BUDGETED ITEM?** No

PURPOSE: To have Georgia Power install a Thirty-foot aluminum light pole. This pole would illuminate the Fullerville park marquis and drive entrance. These fixtures will also shed light into the road leading to Fullerville's entrance.

BACKGROUND: Due to the marquis position within the entrance and exit of Fullerville, staff is unable to illuminate the sign from the ground. We also do not have an easy way to run power without boring under the road from the closest building or getting a new service/meter installed in the ROW or close to it.

Staff met with Georgia Power multiple times to discuss different lighting solutions. Georgia Power and City staff believe this is the best route to take. The street, drive entrances, and marquis will have plenty of light with a 30' aluminum pole and (2) 160W LED fixtures on both sides (see sketch for further detail in this packet for further detail).

Georgia Power will have to bore under the road to provide service power to this pole. The pole will sit in the median, adjacent to the marquis.

STAFF RECOMMENDATION:

Staff recommends that the City of Villa Rica engage with Georgia Power to install a Thirty-foot MH aluminum pole equipped with two 160Watt LED area fixtures.

Vendor	Equipment	Installation cost	Monthly Service Fee
Georgia Power	(2) 160W LED area fixtures on 30FT MH aluminum pole	\$7,545.00	\$51.66

IMPACT: These light fixtures and pole would provide adequate lighting to the Fullerville marquis and drive entrances.

MOTION: I move to approve City staff engaging with Georgia Power to furnish and install a light pole for Fullerville park in the amount of \$7,545.00 for installation and \$51.66 monthly service fees.

Lighting Services Agreement



Project # LP98680

Customer Legal Name VILLA RICA CITY OF DBA _____

Service Address 121 BALLFIELD RD VILLA RICA GA 30180 County Carroll - GA

Mailing Address 571 W BANKHEAD HWY VILLA RICA GA 30180

Email dgriffin@villarica.gov Tel # 470-725-2701 Alt Tel # _____

Tax ID# 0691 Business Description City Park

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	2	160	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)
\$37.12	\$14.54	\$51.66	1

* 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 (2)160W LED AREA FIXTURES ON 30FT MH ALUMINUM POLE AND 70-95FT OF UNDERGROUND CABLE BORE

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 (\$)
\$7,545.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

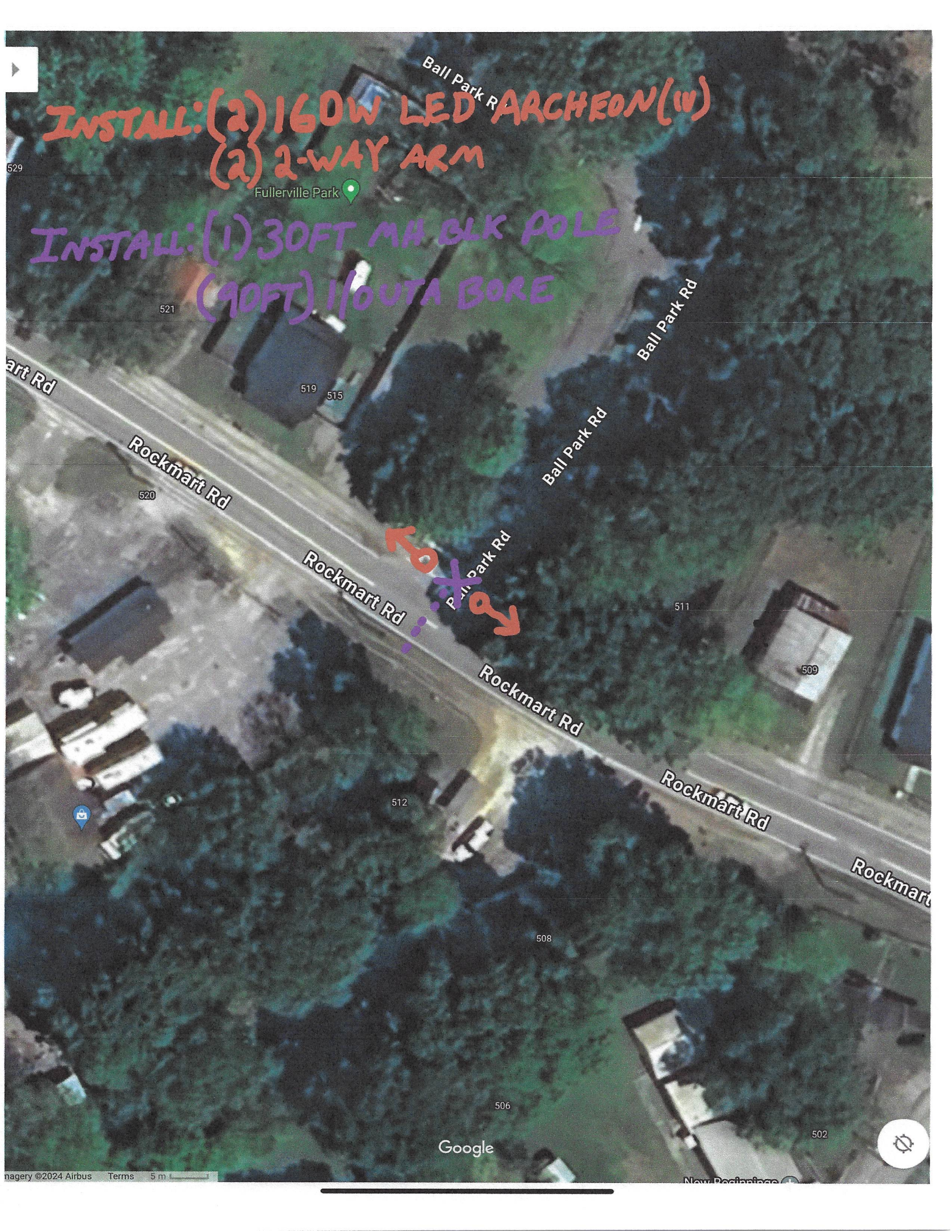
Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Brandon Jenkins
Print Title:	Print Title: Account Exec
Date:	Date:

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.

INSTALL: (2) 160W LED ARCHERON (W)
(2) 2-WAY ARM

INSTALL: (1) 30FT MH BLK POLE
(90FT) 1/2" OUTA BORE





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: ProLaser 4

AGENDA DATE: 09/10/2024

DATE PREPARED: 08/28/2024

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$9,431.80

GL ACCOUNT #: 3223210542500

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: VRPD is looking to purchase four (4) ProLaser 4 bundles from Kustom Signals Inc. The cost of each laser is \$2,357.95 and the total for all four lasers will be \$9,431.80. This bundle includes a ProLaser4, Hougue Grip, 8AA rechargeable batteries (4 of which are spares), USB to PC interface cable, 12v accessory power to USB adapter, and a hard carry case.

BACKGROUND: VRPD currently has several officers that are certified in speed detection. The Lasers are heavily utilized in our traffic enforcement efforts to combat speeding and reduce our risk of responding to incidents involving speed.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase this equipment to outfit marked patrol units to enforce speed limits and reduce the number of injury and serious injury related crashes due to excessive speed.

IMPACT: All current speed detection devices owned by the police department have been used for a number of years. It is getting harder to service them and keep them in operation.

MOTION: I move to allow the police department to purchase four ProLaser 4 speed detection devices from Kustom Signals Inc. in the amount of \$9,431.80

Quote Number 00011340



Prepared By Sonya Schoneman
Phone 913-428-3278
Email sschoneman@kustomsignals.com

Address 10901 West 84th Terrace, Suite 100
Lenexa, KS 66214
United States

Created Date 5/24/2024

Expiration Date 8/22/2024

Quote To:

Name Captain Steven Lujan
Bill To Name VILLA RICA POLICE DEPT
Bill To 101 MAIN STREET
VILLA RICA, GA 30180-2007
USA
Ship To Name VILLA RICA POLICE DEPT
Ship To 101 MAIN STREET
VILLA RICA, GA 30180-2007
USA

Product Code	Quantity	Product Description	Sales Price	Total Price
2000	4.00	ProLaser 4 bundle includes a Hogue grip, 8 AA rechargeable batteries with charger (4 of which are spares), USB to PC interface cable, 12V accessory power to USB adapter, and hard carry case. Includes shipping & Handling.	\$2,357.95	\$9,431.80

Totals

Subtotal	\$9,431.80
Shipping and Handling	\$0.00
Total Amount	\$9,431.80


* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.

Massachusetts State Contract
Effective 10/21/2022 – 12/31/2026

Shipping & Handling included
PSE01-Public Safety Equipment and Two-Way Radio
<https://www.mass.gov/doc/pse01-public-safety-equipment-and-two-way-radio/download>

PROLASER 4 PURCHASE INCLUDES: Events, Certification Management (if needed & requested), Time Trak, Following Too Close, Count-up Timer, (3) Year Warranty

Quote Acceptance

Signature 

Name STEVEN LUJAN

Title CAPTAIN

Date 8-13-24



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency Storm Drain Repair on Villa Trace -
Carroll Vista Subdivision

AGENDA DATE: 9/10/2024

DATE PREPARED: 9/6/2024

PREPARED BY: Hal Burch

AMOUNT \$45,553.00

GL ACCOUNT #: 560-4320-541420

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: The purpose of this agenda item is to obtain ratification of payment to HD Excavations & Utilities for an emergency repair of storm pipes in the Carroll Vista Subdivision.

BACKGROUND: During the repaving and Full Depth Reclamation on Villa Trace in Carroll Vista Subdivision, the asphalt roto mill made the first couple of passes on the street to prepare for in-laying of asphalt. These milled passes uncovered two sink holes at two cross drain pipes on Villa Trace. Further investigations of these sink holes at the existing cross drains associated with same indicated that both cross drain pipes had rusted out to the point of failure. These two pipes had to be replaced **before** final paving. We searched for a contractor that could come immediately to do the work and ended up pulling our Main Street Drainage Project Contractor in (HD Excavations). We definitely did not want to pave over these sink holes and go back and cut new asphalt to repair them.

STAFF RECOMMENDATION: Staff recommends that HD Excavations be paid for performing this work.

IMPACT: The impact was to improve the streets and stormwater conveyance in Carroll Vista Subdivision.

MOTION: I move to approve payment to HD Excavations in the amount of \$45,553.00 for the emergency repairs to the two cross drains on Villa Trace in the Carroll Vista Subdivision.

HD EXCAVATIONS & UTILITIES LLC
 PO Box 489
 Villa Rica GA 30180



560-4320-541420

Invoice

Bill To
City of Villa Rica 571 W Bankhead Hwy Villa Rica GA 30180

Date	Invoice #
8/30/2024	1198

jescher@hd-excavations.com 404-852-6817	P.O. No.	Terms	Project
		Net 30	24-090 405 Villa Trace EM Storm Repair

Description	Quantity	U/M	Rate	Amount
Villa Trace Storm Emergency Mobilization (Ea) (Emergency)	1		3,850.00	3,850.00
Remove and Replace Existing 18" Failing Storm Pipe (Lf)	52		345.00	17,940.00
Remove and Replace Existing 15" Failing Storm Pipe (Lf)	23		345.00	7,935.00
Tie to Existing (Ea)	3		1,500.00	4,500.00
Back Fill Stone (Tons)	61		88.00	5,368.00
Haul Off Native Material (Cy)	45		33.00	1,485.00
Demo Existing Concrete & Haul Off (Ls)	1		725.00	725.00
Additional Mobilization/Demobalization on 8/15 and 8/19 (Ls)	1		2,500.00	2,500.00
Temporary Access Road (Ls)	1		1,250.00	1,250.00

Thank you for your business.	***New remittance address*** Please update in your system.	Total	\$45,553.00
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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Club Bay Pump Replacement
AGENDA DATE: September 10, 2024

DATE PREPARED: August 28, 2024
PREPARED BY: Erick Broz

AMOUNT: \$16,657.00
GL ACCOUNT #: 505-4330-541200
FUNDING SOURCE: Water/Sewer
BUDGETED ITEM? Yes
PUBLIC HEARING: No

PURPOSE: To engage with Hydra Services for the replacement of pump #1 at Club Bay lift station.

BACKGROUND: The lift station is a two-pump system that operates continuously. Pump #1 has failed, requiring replacement. Due to the pump failure staff has set a portable bypass pump to ensure operation until the pump is purchased and installed.

STAFF RECOMMENDATION: Staff reached out to the designated pump vendors and received quotes from each. Staff recommends engaging with Hydra Services for the replacement of pump #1, at a cost of \$16,657.00.

Contractor	Total Base Bid
Hydra Services	\$16,657.00
Xylem Technology	\$25,984.45

MOTION: I move to authorize the Mayor to approve the purchase of one pump for Club Bay lift station, in the amount of \$16,657.00.



Hydra Service (E), Inc.

SPECIALIST IN FLUID MOVEMENT

150 Dean Goss Dr, Jasper GA 30143

Telephone (706) 807-2383

TO:	Erick Broz	FROM:	Matthew DeLong
BUS:	City of Villa Rica	PHONE:	770-315-1247
PHONE:	404-927-5103	DATE:	7/8/24
EMAIL:	ebroz@villarica.gov	QUOTE:	1023-206-rev2
REF:	Club Bay		

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

QTY	DESCRIPTION
1	Sulzer XFP101G CB1.4 PE185/2 Submersible Pump • 24.8hp, 460v, 3ph; PE3 Frame • 49' of Cable, 810 lbs • 350 GPM @ 97' TDH & 400 GPM @ 106' TDH Pump is shown to be in stock in Sulzer
1	Delivery

TOTAL PRICE: \$16,657.00

Note: The material quoted is the best interpretation of the items provided for this project, and the customer shall review to ensure no additional items are needed.

The quote is good for 30 days unless otherwise noted. All material is subject to the engineer's final approval of submittal if required. Price is plus any taxes. Delivery, labor, and start-up are not included unless otherwise noted on the quote. Not included: any applicable taxes, installation costs, wetwell, valves, concrete work, foundation or pole for control panel, electrical connections, offloading, intermediate guide rail brackets, unless otherwise noted. No retainage is allowed.

Matt DeLong

REVIEWED BY HSI REPRESENTATIVE

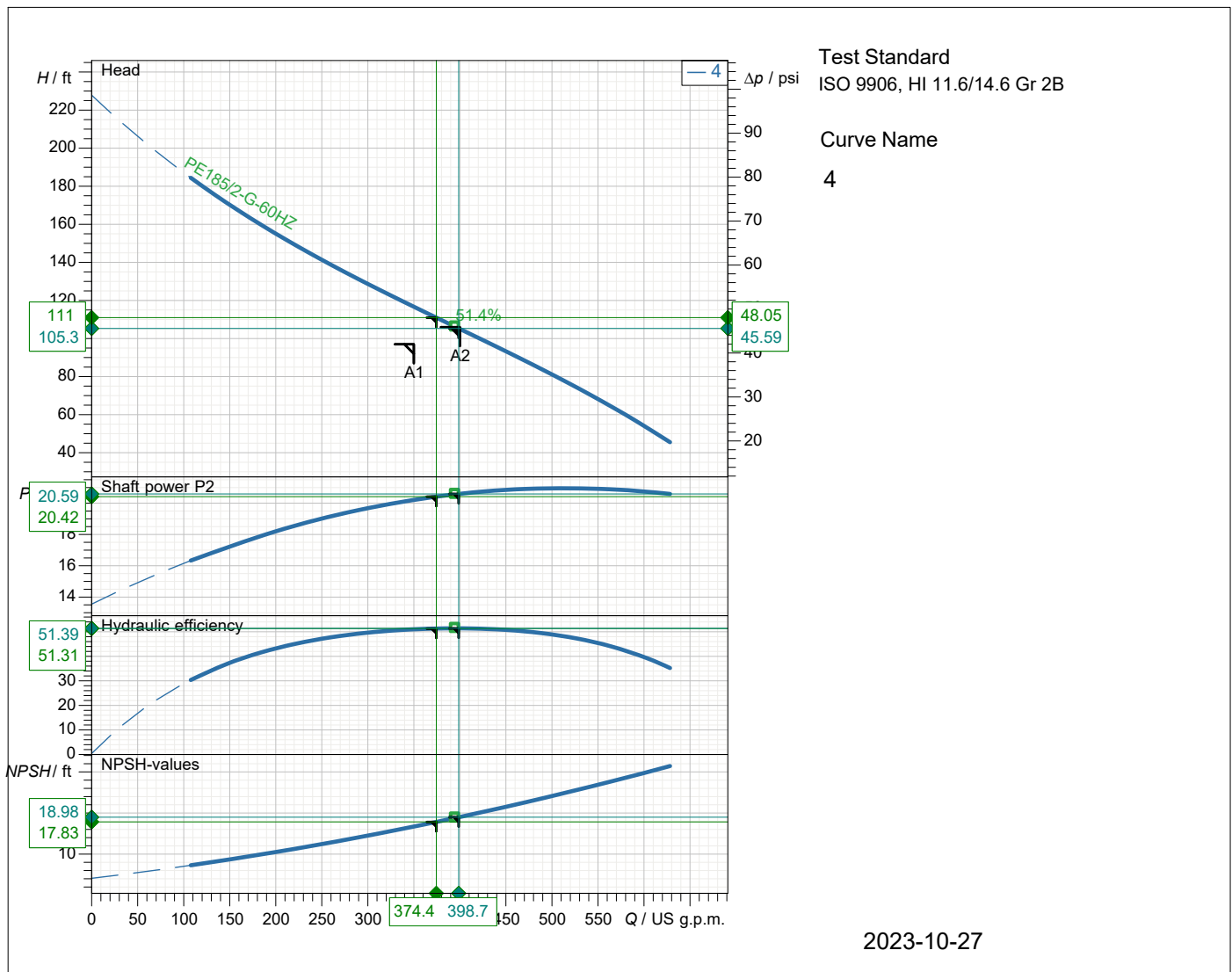
July 8, 2024

DATE OF REVIEW

PURCHASER SIGNATURE

DATE ACCEPTED

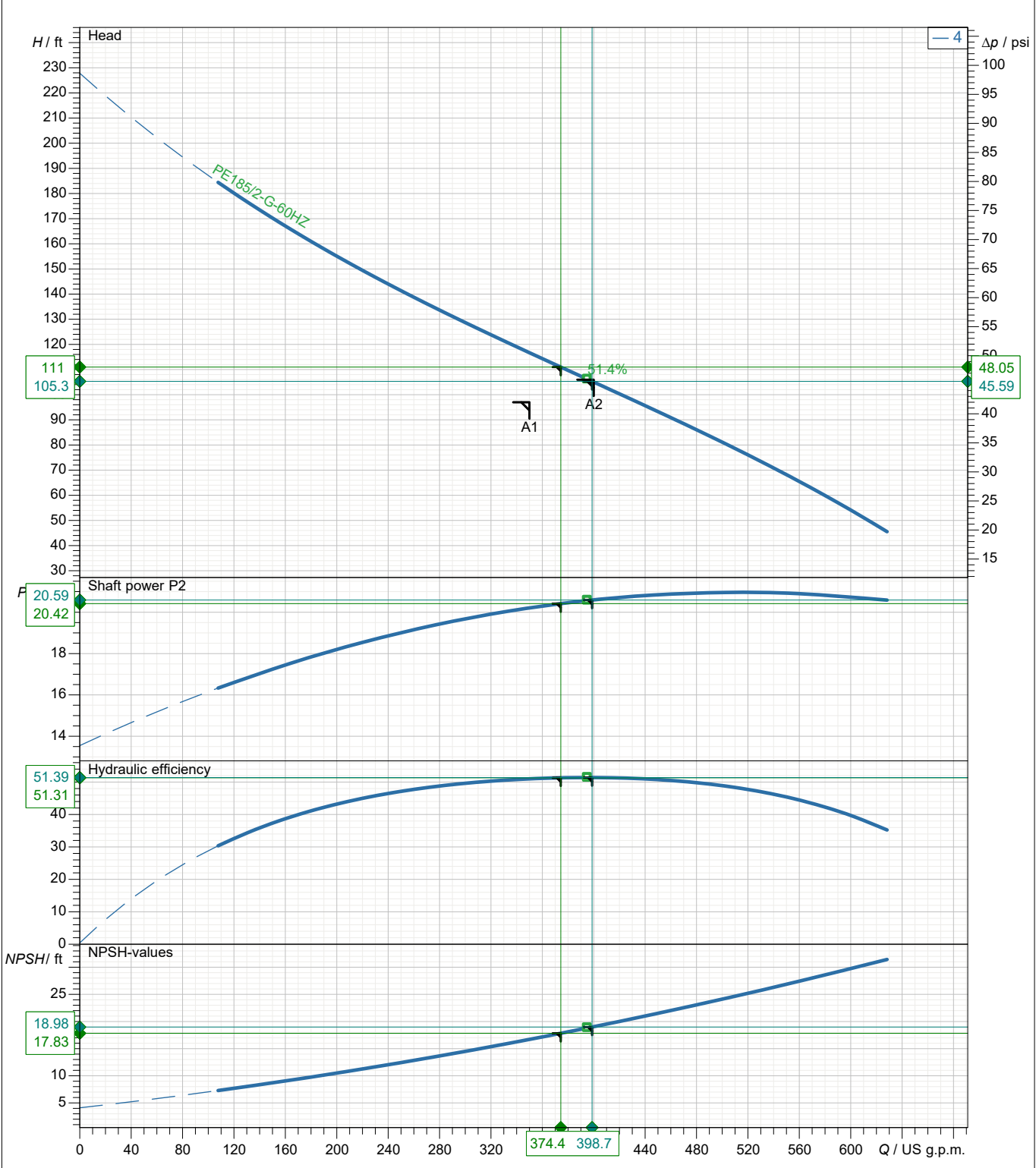
XFP101G CB1 60HZ (wet pit/dry pit)



Operating data specification Flow 398.7 US g.p.m. Efficiency 51.4 % NPSH 19 ft Temperature 68 °F No. of pumps 1		Power input 22.4 hp Head 105 ft Shaft power 20.6 hp Fluid Water Nature of system Single head pump	
Pump data Type XFP101G CB1 60HZ (wet pit/dry pit) Series XFP PE1-PE3 N° of vanes 1 Free passage 50 mm Discharge flange DN100 Moment of inertia 0.327 lb ft ²		Make SULZER Impeller Contrablock impeller, 1 vane Impeller size 185 mm Suction flange DN100 Type of installation Wet Well installation with pedestal (without cooling jacket)	
Motor data Rated voltage 460 V Rated power P2 24.8 hp Number of poles 2 Power factor 0.893 Starting current 283 A Starting torque 113 lbf ft Insulation class H		Frequency 60 Hz Nominal Speed 3550 rpm Efficiency 91.7 % Rated current 28.4 A Rated torque 36.7 lbf ft Degree of protection IP 68 No. starts per hour 15	

Curve number	Pump performance curves	SULZER
Reference curve XFP101G CB1 60HZ	XFP101G CB1 60HZ (wet pit/dry pit)	

			Discharge DN100	Frequency 60 Hz
Density 62.32 lb/ft ³	Viscosity 1.082E-5 ft ² /s	Test Standard ISO 9906, HI 11.6/14.6 Gr 2B	Rated speed 3557 rpm	Date 2023-10-27
Flow 398.7 US g.p.m	Head 105 ft	Shaft power 20.6 hp	Power input 22.4 hp	Rated power P2 24.8 hp
			Hyd. efficiency 51.4 %	NPSH 19 ft



Wet Well installation with pedestal (without cooling jacket)				
Impeller size 185 mm	N° of vanes 1	Impeller Contrablock impeller, 1 vane	Solid size 50 mm	Revision

Frequency
60 Hz

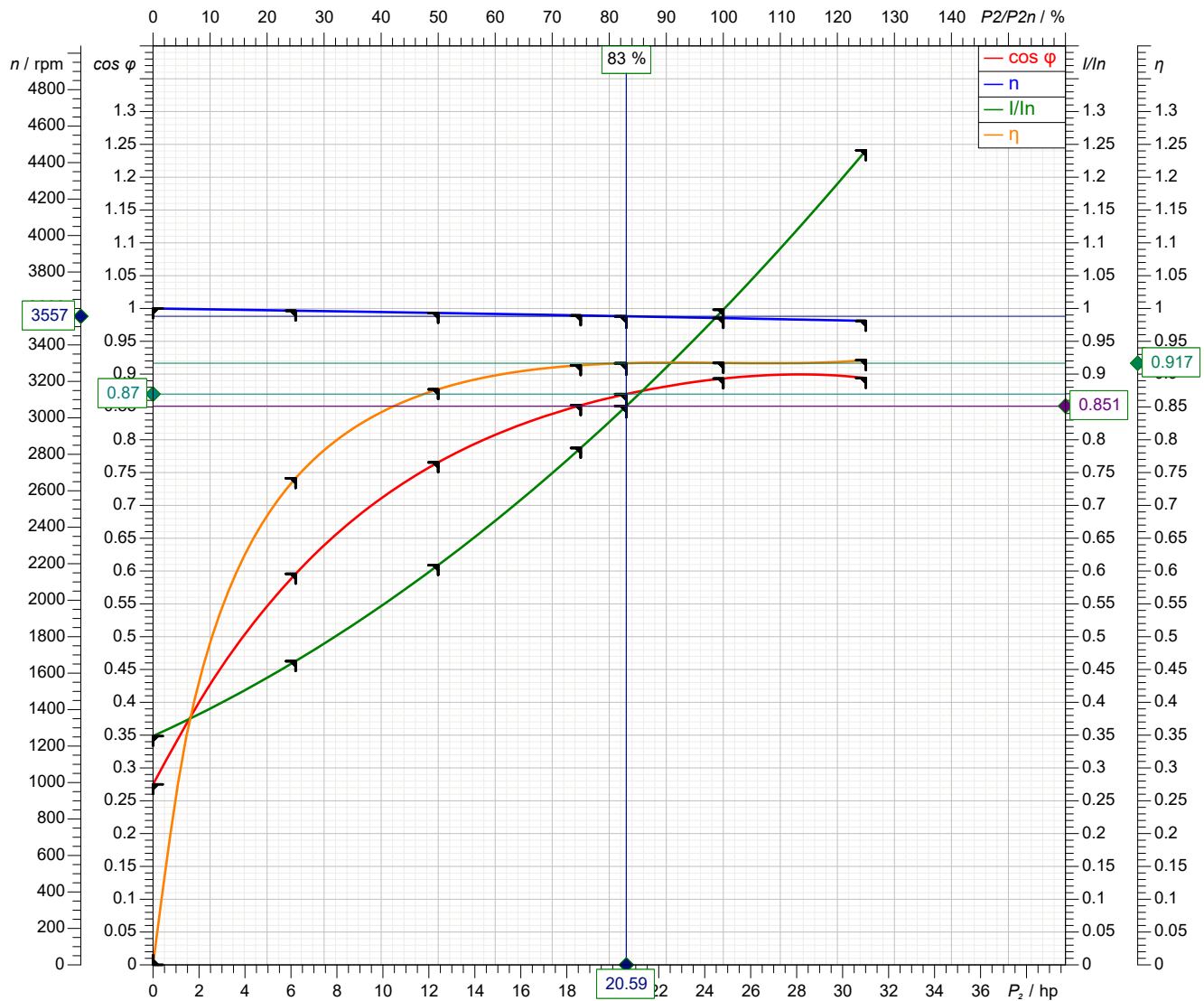
PE3A

Motor performance curve



PE185/2-G-60HZ

Rated power 24.8 hp	Service factor 1.3	Nominal Speed 3550 rpm	Number of poles 2	Rated voltage 460 V	Date 2023-10-27
------------------------	-----------------------	---------------------------	----------------------	------------------------	--------------------



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P ₂ / hp	0	6.202	12.4	18.61	24.81	31.01
P ₁ / hp	2.909	8.365	14.15	20.37	27.06	33.66
I / A	9.9	13.14	17.3	22.36	28.35	35.24
cos φ	0.2751	0.5957	0.7655	0.8524	0.8933	0.894
n / rpm	3600	3588	3575	3562	3547	3532
s / %	0	0.3372	0.6867	1.063	1.468	1.89
M / lbf ft	0	9.08	18.22	27.44	36.74	46.12
η / %	0	74.14	87.68	91.35	91.7	92.13

Tolerance according to VDE 0530 T1 12.84 for rated power

Starting current 283 A	Starting torque 113 lbf ft	Moment of inertia 2.14 lb ft ²	No. starts per hour 15
---------------------------	-------------------------------	--	---------------------------

No: AN-M.22.584 - 08 2

Dat/Nam.: 13/06/23 T.Soissons

Cad Code: ANM22584

Technical changes reserved
Änderungen vorbehalten
Sous réserve de modifications

XFP 101G-CB1

Dimension sheet PE3 WET WELL Installation

Maßblatt PE3 Nassinstallation

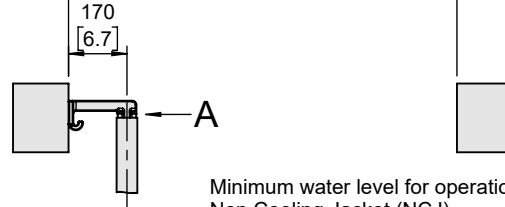
Plan d'encombrement PE3 installation submersible

SULZER

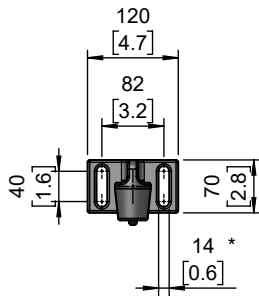
Type Typ Type	Type Typ Type	Weight Gewicht Poids		Weight Gewicht Poids		H		SIZE	
		NCJ (~kg)	NCJ (~lb)	WCJ (~kg)	WCJ (~lb)	(mm)	(inch)		
50Hz	60Hz	PE 150/2	340	750	380	838	1262	49.7	A
		PE 185/2	340	750	380	838	1262	49.7	
		PE 250/2	360	794	400	882	1262	49.7	
	PE 185/2	370	816	400	882	1262	49.7		
	PE 200/2	350	772	410	904	1262	49.7		
	PE 230/2	380	838	410	970	1262	49.7		
	PE 300/2	390	860	440	970	1262	49.7		

min. sump opening
min. Schachtöffnung
Largeur mini de la trappe

1130 x 780 (1 pump/Pumpe/pomes)
1130 x 1520 (2 pumps/Pumpen/pomes)
44.5 x 30.7 (1 pump/Pumpe/pomes)
44.5 x 59.8 (2 pumps/Pumpen/pomes)



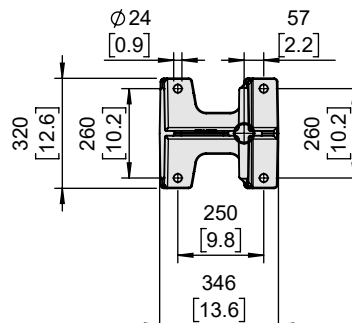
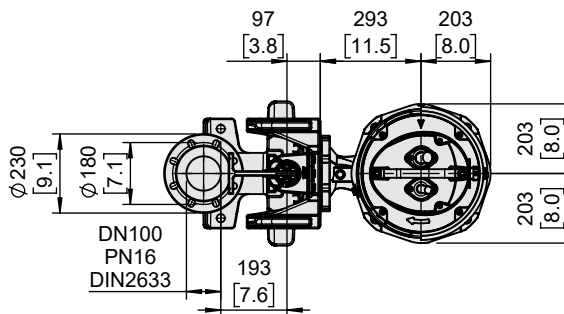
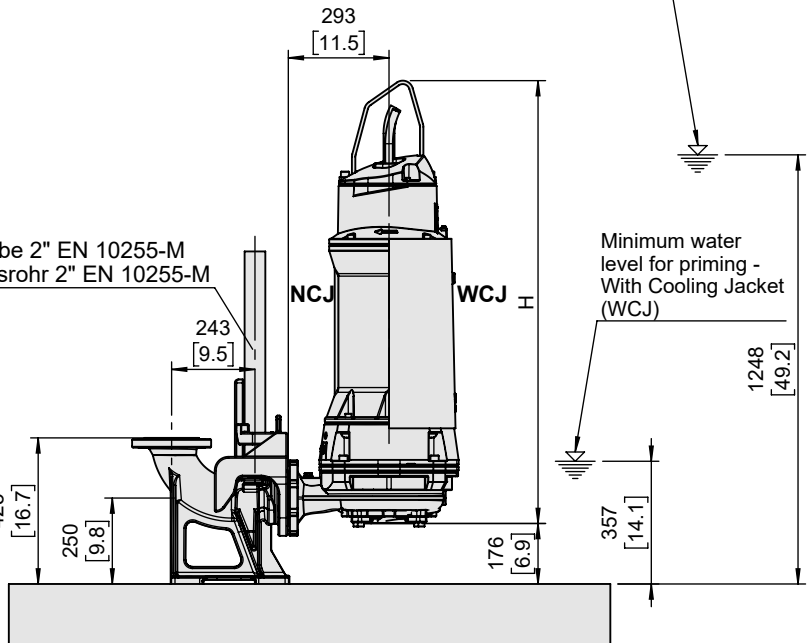
Minimum water level for operation -
Non Cooling Jacket (NCJ)



VIEW A

*For Hex Head
wood screw 10 x 70
Plug Ø12

Guide tube 2" EN 10255-M
Führungsrohr 2" EN 10255-M



Weight: Includes pump, slider bracket and 10m cable
Gewicht: Beinhaltet Pumpe, Halterung und 10m Kabel
Poids: Pompe, coulisseau et 10m de câble

For different cable length see IOM.
Für abweichende Kabellänge siehe EBA.
Pour des longueurs câble supérieures, voir du manuel.

For hex.-woodscrew 0,4*2,8 plug 0,5 DIA
Für Skt.-Holzschr. 10*70 Dübel Ø12mm
Pour vis à bois hexagonale 10*70 trou de 12mm

Installation instructions "pedestal" 1 597 2507
Installationsanweisung "Fußstück" 1 597 2507
Instruction d'installation du "pied d'assise" 1 597 2507

WCJ = With cooling jacket
Mit Kühlmantel
Avec enveloppe de refroidissement

NCJ = Non cooling jacket
Ohne Kühlmantel
Sans enveloppe de refroidissement



**Xylem Water Solutions USA, Inc.
Flygt Products**

July 23, 2024

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA GA 30180-1726

Quote # 2023-ATL-0791 Alternate 1, Version 2
Project Name: Villa Rica
Job Name: Club Bay Replacement

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Qty	Part Number	Description	Unit Price
1	3171.185-YYYY	Flygt Model NP-3171.185 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 30 HP 1750 RPM motor, 454 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 24,344.45
**Customer must confirm if using 2" or 3" rails upon ordering			
			Price \$ 24,344.45
			Total Price \$ 24,344.45
			Freight Charge \$ 1,640.00
			Total Price \$ 25,984.45

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.



Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Validity: This Quote is valid for thirty (30) days.

Terms of delivery: Freight PP/Line Item

Time of delivery: Approx. 10–12 working weeks after release of order.

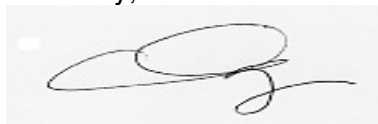
Terms of payment: 100% N60 after invoice date – upon acceptance of purchase order and credit review

Please note: If this is an FM Factory certified product it must be serviced by an EX/FM Flygt manufacture trained technician through an approved Xylem Flygt repair shop to retain qualifying status of product to retain the "EX/FM" designation.

Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Kirsten Royals
Senior Customer Support Coordinator

Cell: 404-831-4726
kirsten.royals@xylem.com
Fax: 770-932-4321



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2023-ATL-0791 Alternate 1, Version 2
Customer Name: CITY OF VILLA RICA
Job Name: Club Bay Replacement
Total Amount: \$ 24,344.45
(excluding freight)

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____



NP 3171 HT 3~ 454

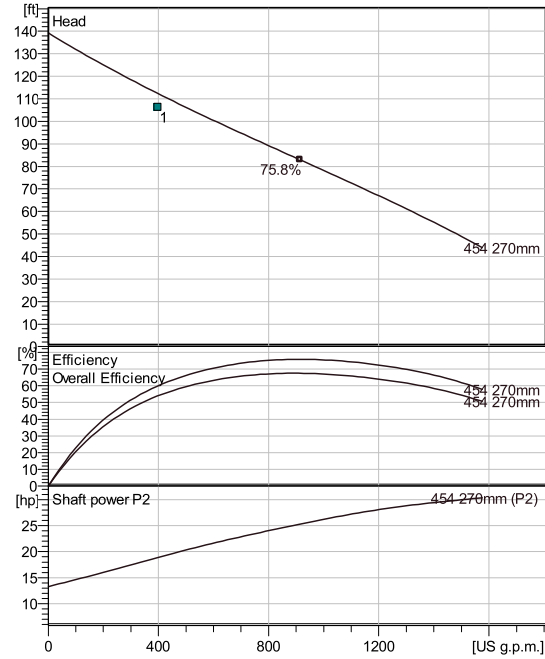
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Modular based design with high adaptation grade.



Technical specification



Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Configuration

Motor number N3171.185 25-17-4AA-W 30hp	Installation type P - Semi permanent, Wet
Impeller diameter 270 mm	Discharge diameter 4 inch

Pump information

Impeller diameter 270 mm
Discharge diameter 4 inch
Inlet diameter 150 mm
Maximum operating speed 1760 rpm
Number of blades 2
Max. fluid temperature 40 °C

Material

Impeller Hard-Iron™

Project	Xylect-21368796	Created by	Trush Bhatt
Block		Created on	10/31/2023
		Last update	10/31/2023

NP 3171 HT 3~ 454

Technical specification



Motor - General

Motor number N3171.185 25-17-4AA-W 30hp	Phases 3~	Rated speed 1760 rpm	Rated power 30 hp
ATEX approved No	Number of poles 4	Rated current 38 A	Stator variant 7
Frequency 60 Hz	Rated voltage 460 V	Insulation class H	Type of Duty S1
Version code 185			

Motor - Technical

Power factor - 1/1 Load 0.83	Motor efficiency - 1/1 Load 89.5 %	Total moment of inertia 3.82 lb ft ²	Starts per hour max. 30
Power factor - 3/4 Load 0.78	Motor efficiency - 3/4 Load 90.5 %	Starting current, direct starting 257 A	
Power factor - 1/2 Load 0.66	Motor efficiency - 1/2 Load 90.0 %	Starting current, star-delta 85.6 A	

Project Xylect-21368796
Block

Created by Trush Bhatt
Created on 10/31/2023 **Last update** 10/31/2023

NP 3171 HT 3~ 454

Performance curve

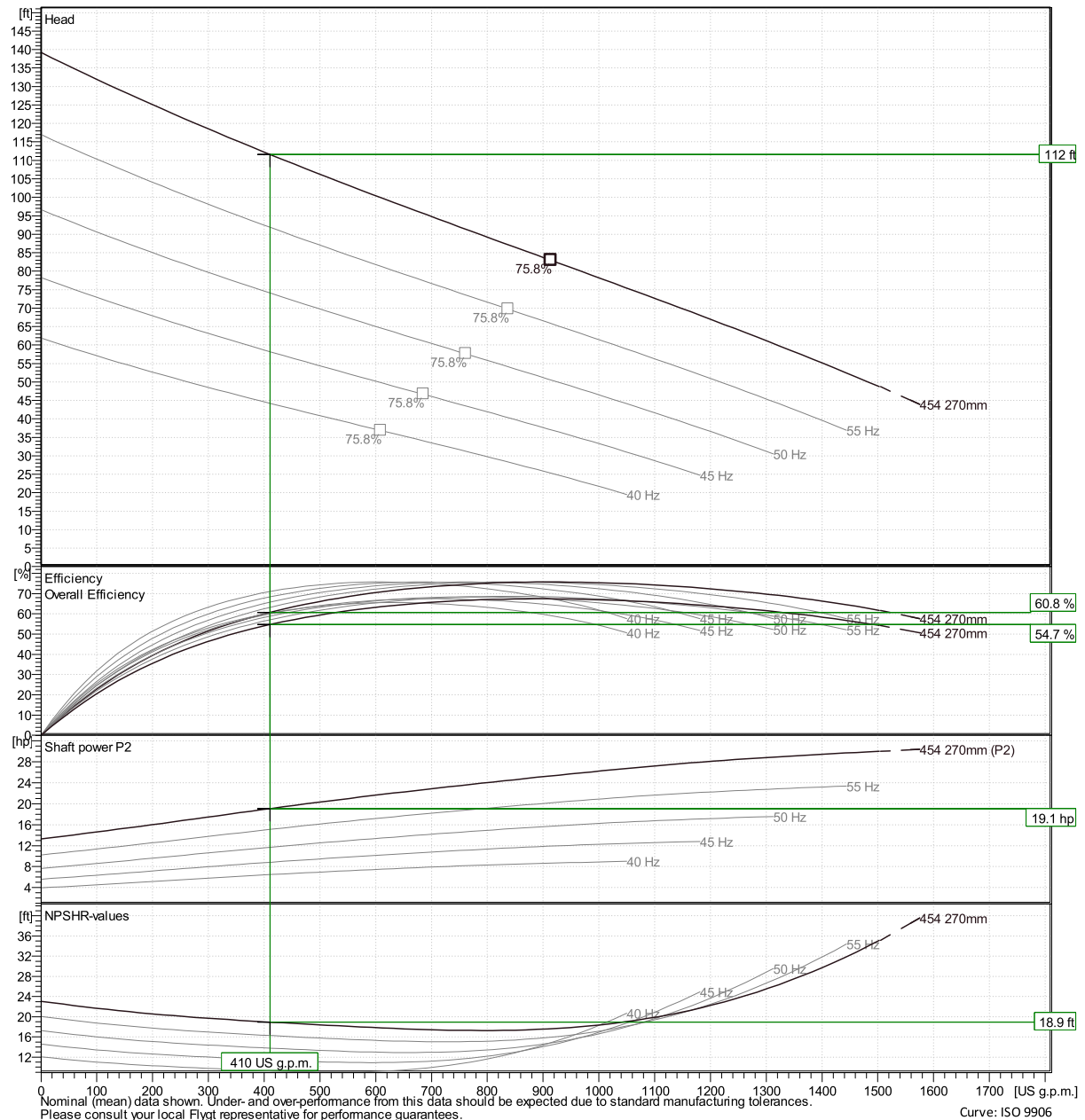


Duty point

Flow
410 US g.p.m.

Head
112 ft

Curves according to: Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees. Curve: ISO 9906

Xylect-21368796

Trush Bhatt

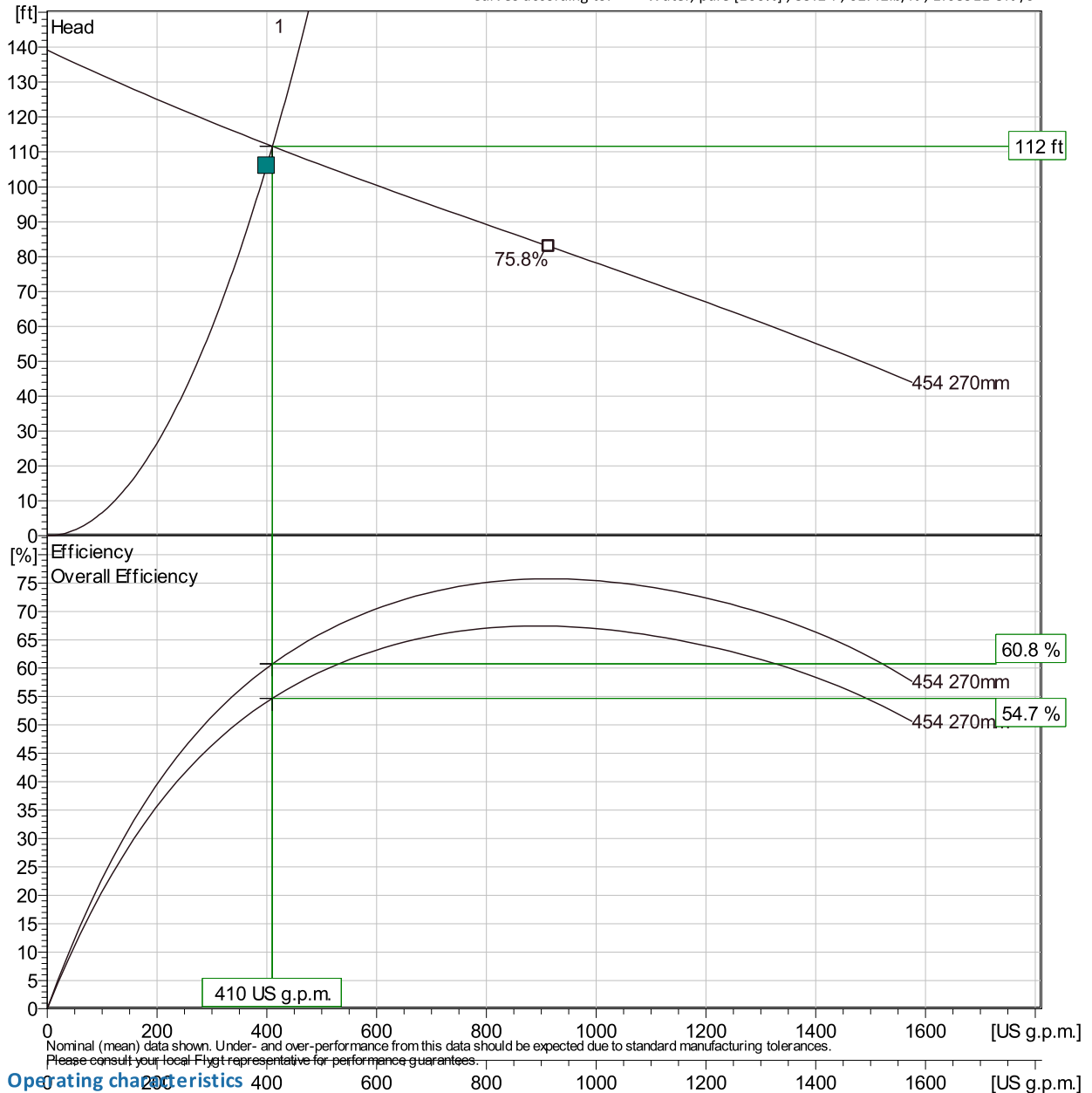
Created on 10/31/2023 Last update 10/31/2023

NP 3171 HT 3~ 454

Duty Analysis



Curves according to: Water, pure [100%]; 39.2°F; 62.42lb/ft³; 1.6891E-5ft²/s



Pumps / Systems	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Spec. Energy	NPSHre
	US g.p.m.	ft	hp	US g.p.m.	ft	hp			
1	410	112	19.1	410	112	19.1	60.8 %	642	18.9

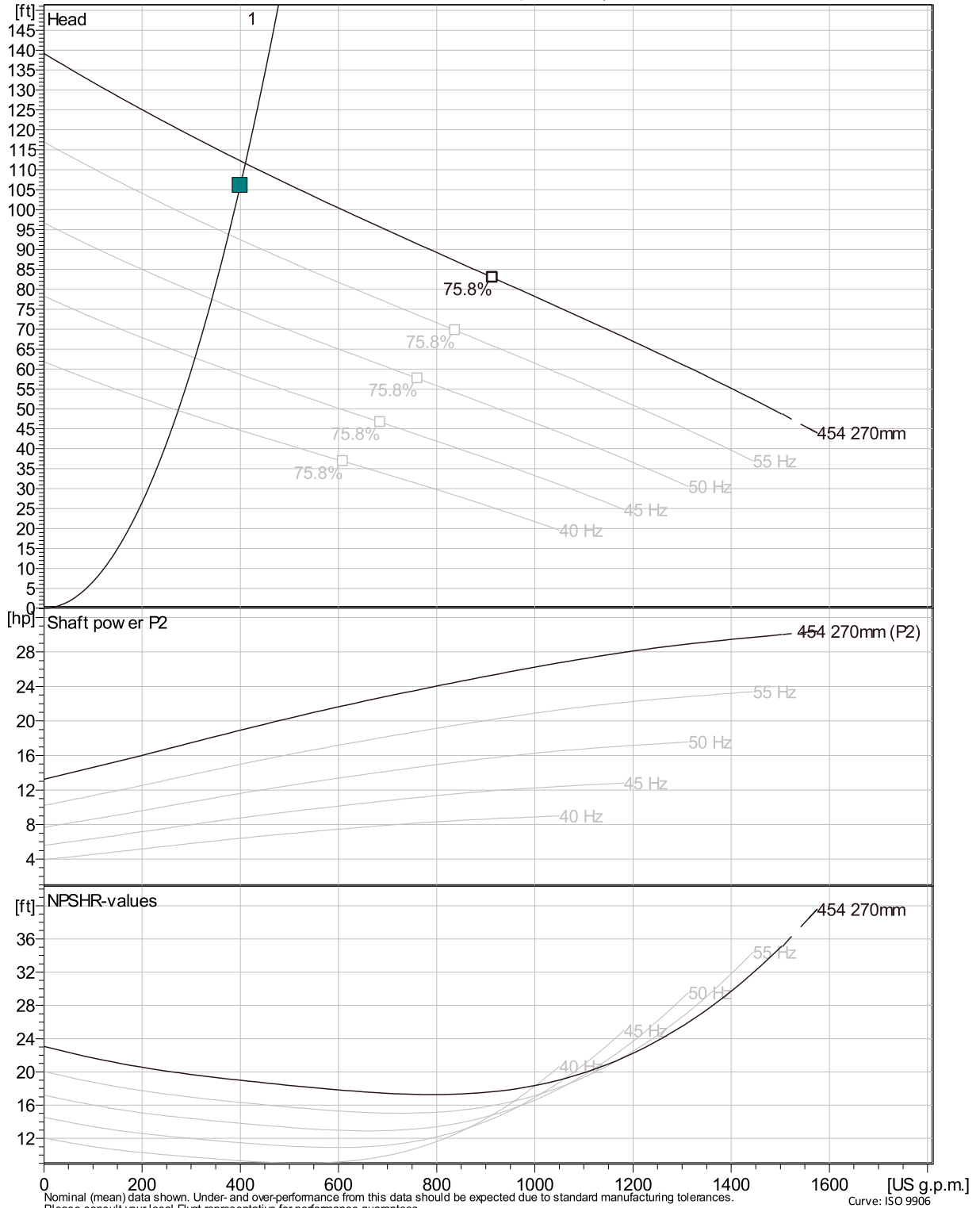
Project		Created by	Trush Bhatt
Block	Xylect-21368796	Created on	10/31/2023
		Last update	10/31/2023

NP 3171 HT 3~ 454

VFD Curve



Curves according to: Water, pure, 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s

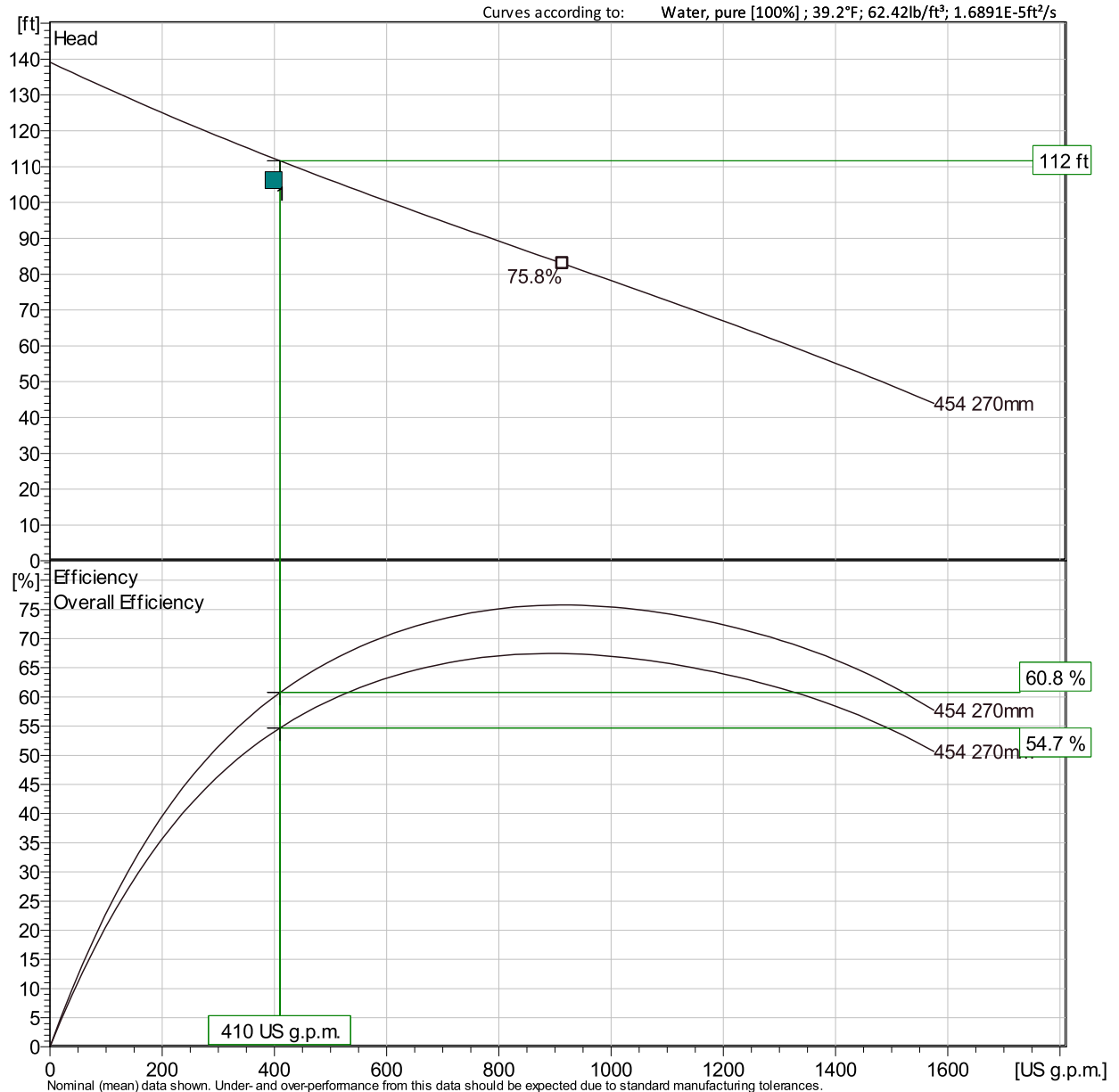


Project Xylect-21368796
Block

Created by Trush Bhatt
Created on 10/31/2023 Last update 10/31/2023

NP 3171 HT 3~ 454

VFD Analysis



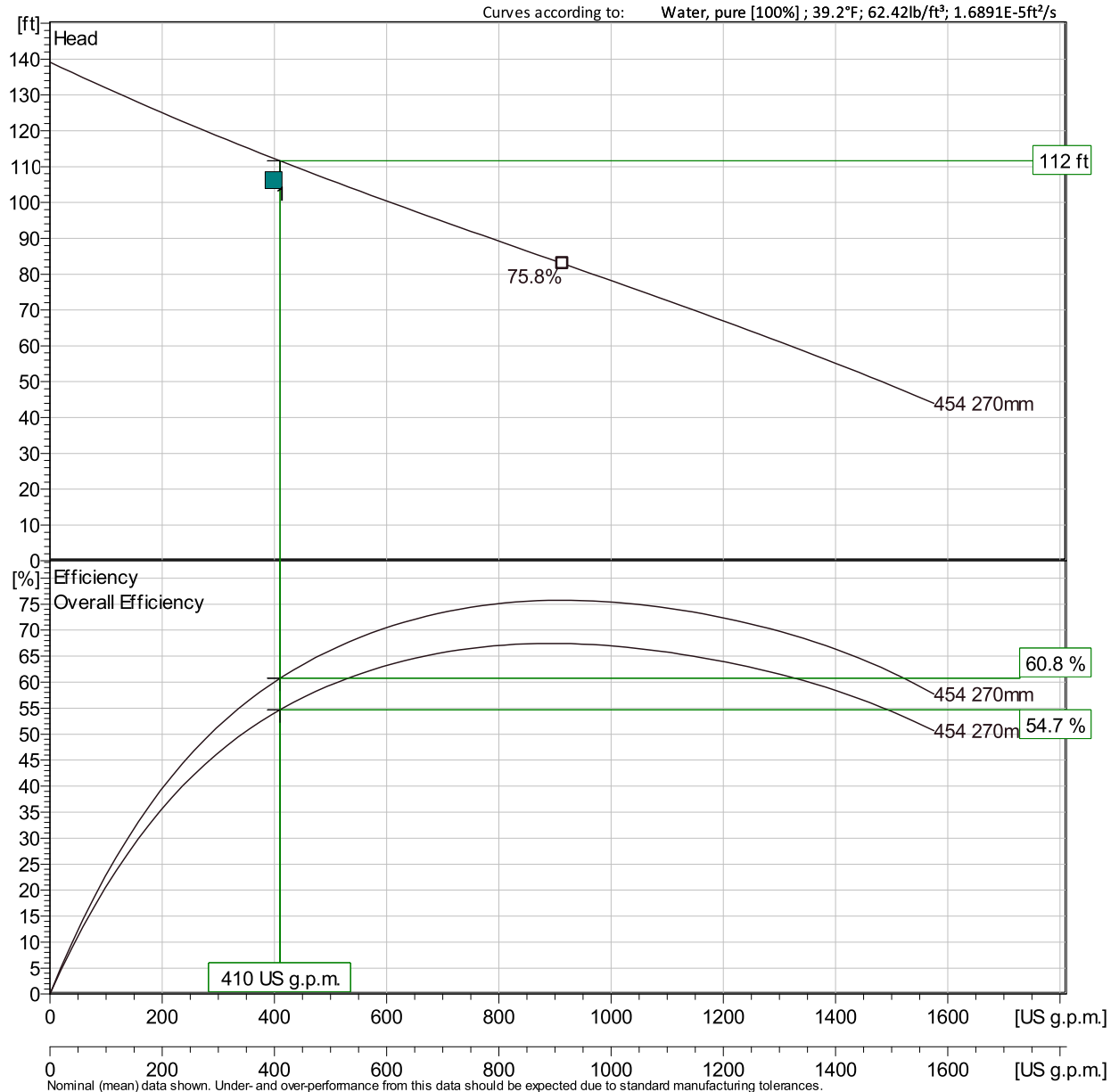
Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSHre
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	
1	60 Hz	410	112	19.1	410	112	19.1	60.8 %	642	18.9
1	55 Hz	376	93.8	14.7	376	93.8	14.7	60.8 %	538	16.5
1	50 Hz	342	77.5	11	342	77.5	11	60.8 %	450	14.1
1	45 Hz	308	62.8	8.05	308	62.8	8.05	60.8 %	373	11.9

Project	Xylect-21368796	Created by	Trush Bhatt
Block		Created on	10/31/2023
		Last update	10/31/2023

NP 3171 HT 3~ 454

VFD Analysis



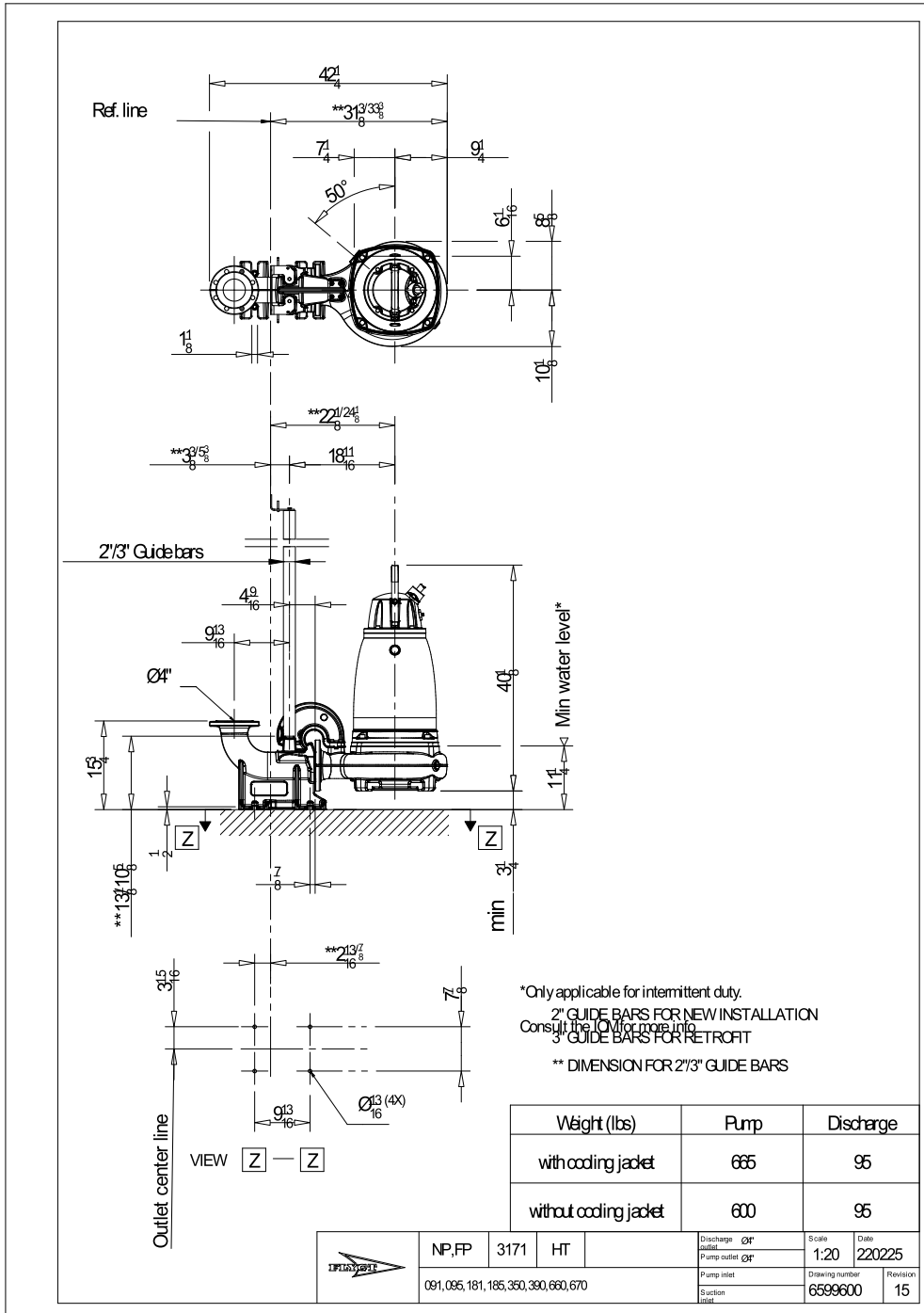
Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSHre
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	
1	40 Hz	274	49.6	5.65	274	49.6	5.65	60.8 %	308	9.89

Project	Xylect-21368796	Created by	Trush Bhatt
Block		Created on	10/31/2023
		Last update	10/31/2023

NP 3171 HT 3~ 454

Dimensional drawing



Project	Xylect-21368796	Created by	Trush Bhatt
Block		Created on	10/31/2023
		Last update	10/31/2023



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: North Plant Generator Replacement
AGENDA DATE: September 10, 2024

DATE PREPARED: August 28, 2024
PREPARED BY: Erick Broz

AMOUNT: \$109,535.00
GL ACCOUNT #: 505-4115-541400
FUNDING SOURCE: Water Sewer
BUDGETED ITEM? Yes
PUBLIC HEARING: No

PURPOSE: To engage with Nixon Power Services for the replacement of the north plant generator.

BACKGROUND: The existing generator is more than 25 years old and has failed. Staff installed a bypass pump connection to assist with flow during power outages to help with the process. This however does not provide for the operation of other plant processes. A back-up power supply is required both for operations and for meeting regulatory requirements.

STAFF RECOMMENDATION: Staff reached out to numerous vendors and received three quotes. Staff recommends engaging with Nixon Power Services for the replacement of the north plant generator, at a cost of \$109,535.00. The expected lead-time for delivery is up to ten months.

Contractor	Total Base Bid
Nixon Power Services includes Kohler generator, transfer switch, and installation	\$109,535.00
All Pro Generator includes Generac generator, transfer switch, and installation	\$116,853.00
Anderson Power Services includes Generac generator, transfer switch, and installation	\$164,500.00

IMPACT: Replacing this generator will provide appropriate operation during power outages and will help prevent violations with the Environmental Protection Division.

MOTION: I move to authorize the Mayor to approve the purchase of the north plant generator, at a cost of \$109,535.00.



Nixon Power Services
 1440 Lakes Parkway
 Suite 600
 Lawrenceville, GA 30043
 P: 770-448-6687
 F: 770-448-6535

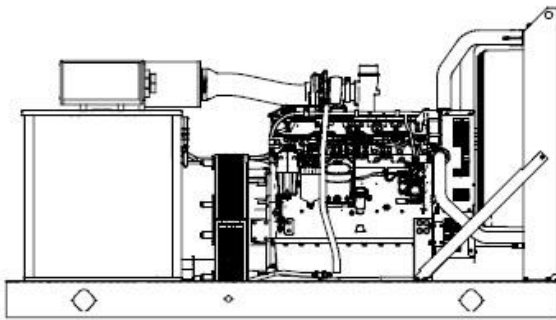
Job Name: Villa Rica City Generator
 Quote Number:0027113607
 Quote Submitted: 07-31-2024
 Valid Through: 08-30-2024
 Version 1.00
 Page: 1

To: Villa Rica City Generator

From: **Kevin Squires**
Power Systems Specialist

1440 Lakes Parkway
 Suite 600
 Lawrenceville, GA 30043
 Phone: 770-448-6687 ext. | Direct:
 470-345-7596 | Mobile: 470-345-7596
ksquires@nixonpower.com

Generator



Kohler Model: 250REOZJE

This diesel generator set equipped with a 4UA10 alternator operating at 277/480 volts is rated for 250kW/313 kVA. Output amperage: 376

Qty	Description																																								
1	<p>250REOZJE Generator System</p> <p>250REOZJE Generator Set</p> <p>Includes the following:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Literature Languages</td> <td>English</td> </tr> <tr> <td>Approvals and Listings</td> <td>UL2200 Listing</td> </tr> <tr> <td>Engine</td> <td>250REOZJE, 24V, 60Hz</td> </tr> <tr> <td>Nameplate Rating</td> <td>Standby 130C Rise</td> </tr> <tr> <td>Voltage</td> <td>60Hz, 277/480V, Wye, 3Ph, 4W</td> </tr> <tr> <td>Alternator</td> <td>4UA10</td> </tr> <tr> <td>Cooling System</td> <td>Unit Mounted Radiator, 50C</td> </tr> <tr> <td>Skid and Mounting</td> <td>Skid</td> </tr> <tr> <td>Air Intake</td> <td>Standard Duty</td> </tr> <tr> <td>Controller</td> <td>APM402</td> </tr> <tr> <td>Enclosure Type</td> <td>Sound</td> </tr> <tr> <td>Enclosure Material</td> <td>Steel</td> </tr> <tr> <td>Enclosure Silencer</td> <td>Internal Silencer</td> </tr> <tr> <td>Fuel Tank Type</td> <td>State</td> </tr> <tr> <td>Fuel Runtime (Approx.)</td> <td>48 Hours</td> </tr> <tr> <td>Subbase Fuel Tank Capacity</td> <td>944 Gallons</td> </tr> <tr> <td>Fill Pipe/Spill Fill Options</td> <td>5 Gal Spill Fill Containment</td> </tr> <tr> <td>Tank Marking Options</td> <td>Combust Lqds - Keep Fire Away</td> </tr> <tr> <td>Tank Marking Options</td> <td>NFPA 704 Identification</td> </tr> <tr> <td>Tank Marking Options</td> <td>Tank Number & Safe Fill Height</td> </tr> </table>	Literature Languages	English	Approvals and Listings	UL2200 Listing	Engine	250REOZJE, 24V, 60Hz	Nameplate Rating	Standby 130C Rise	Voltage	60Hz, 277/480V, Wye, 3Ph, 4W	Alternator	4UA10	Cooling System	Unit Mounted Radiator, 50C	Skid and Mounting	Skid	Air Intake	Standard Duty	Controller	APM402	Enclosure Type	Sound	Enclosure Material	Steel	Enclosure Silencer	Internal Silencer	Fuel Tank Type	State	Fuel Runtime (Approx.)	48 Hours	Subbase Fuel Tank Capacity	944 Gallons	Fill Pipe/Spill Fill Options	5 Gal Spill Fill Containment	Tank Marking Options	Combust Lqds - Keep Fire Away	Tank Marking Options	NFPA 704 Identification	Tank Marking Options	Tank Number & Safe Fill Height
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Nixon Power Services
 1440 Lakes Parkway
 Suite 600
 Lawrenceville, GA 30043
 P: 770-448-6687
 F: 770-448-6535

Job Name: Villa Rica City Generator
 Quote Number:0027113607
 Quote Submitted: 07-31-2024
 Valid Through: 08-30-2024
 Version 1.00
 Page: 2

	Starting Aids, Installed	2500W,90-120V,1Ph,w/Valves
	Electrical Accy.,Installed	Battery, 2/12V, Wet
	Electrical Accy.,Installed	Battery Charger, 10A
	Electrical Accy.,Installed	Run Relay
	Electrical Accy.,Installed	2 Input/5 OutputModule
	Rating, LCB 1	100% Rated
	Amps, LCB 1	400
	Trip Type, LCB 1	Electronic, LSI
	Interrupt Rating LCB 1	35kA at 480V
	Ground Fault Relay Indication	Ground Fault Relay Indication
	Fuel Lines, Installed	Flexible Fuel Lines
	Exceeds LTL Shipping Height	Add'l Shipping Charge Accepted
	Miscellaneous Accy,Installed	Air Cleaner Restriction Ind.
	Miscellaneous Accy,Installed	Coolant in Genset
	Miscellaneous Accy,Installed	Rodent Guards
	Miscellaneous Accy,Installed	Skid Extension & Caps
	Warranty	Standard
	Testing, Additional	Power Factor Test,0.8,3Ph Only
	Total unit length in inches	220
	Total unit width in inches	53
	Total unit height in inches	127
	Total unit weight (lbs)	10,406
	Weight/Dimensions Disclaimer *	Estimates-Not for Construction
1	NEC Remote, E-Stop	
1	Lit Kit, General Maint, 250REOZJE	
1	RSA III, Annunciator only	



Nixon Power Services
 1440 Lakes Parkway
 Suite 600
 Lawrenceville, GA 30043
 P: 770-448-6687
 F: 770-448-6535

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 Version 1.00
 Page: 3

Automatic Transfer Switch



Kohler Model: KSS-AMTA-0400S

3 Pole, 4 Wire, Solid Neutral, 400 amp, Kohler Specific Breaker rated Standard automatic transfer switch, Model KSS-AMTA-0400S, rated 480V, 60 Hz complete with all standard equipment and housed in a NEMA Type 1 enclosure.

Qty	Description																										
1	<p>ATS KSSB Transfer Switch System</p> <p>KSS-AMTA-0400S</p> <p>Includes the following:</p> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%;">Literature Languages</td> <td>English</td> </tr> <tr> <td>Mechanism</td> <td>Specific Breaker</td> </tr> <tr> <td>Transition</td> <td>Standard</td> </tr> <tr> <td>Logic</td> <td>1200</td> </tr> <tr> <td>Voltage</td> <td>480V / 60 Hz</td> </tr> <tr> <td>Poles & Wires</td> <td>3 Pole/4 Wire, Solid Neutral</td> </tr> <tr> <td>Enclosure</td> <td>Nema 1</td> </tr> <tr> <td>Amps</td> <td>400 Amps</td> </tr> <tr> <td>Connection</td> <td>Standard</td> </tr> <tr> <td>IBC Seismic Certification</td> <td>None</td> </tr> <tr> <td>CSA Certification</td> <td>None</td> </tr> <tr> <td>Miscellaneous Acc.,Installed</td> <td>Input/Output Module, Qty 2</td> </tr> <tr> <td>Warranty</td> <td>1-YR STANDARD</td> </tr> </table>	Literature Languages	English	Mechanism	Specific Breaker	Transition	Standard	Logic	1200	Voltage	480V / 60 Hz	Poles & Wires	3 Pole/4 Wire, Solid Neutral	Enclosure	Nema 1	Amps	400 Amps	Connection	Standard	IBC Seismic Certification	None	CSA Certification	None	Miscellaneous Acc.,Installed	Input/Output Module, Qty 2	Warranty	1-YR STANDARD
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Mechanism	Specific Breaker																										
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1	Lit Kit, ATS Production, KSS																										



Nixon Power Services
1440 Lakes Parkway
Suite 600
Lawrenceville, GA 30043
P: 770-448-6687
F: 770-448-6535

Job Name: Villa Rica City Generator
Quote Number:0027113607
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1

Generator Replacement

Remove the existing 150kw generator and replacing it with 250kw generator. coordinate with the rigging team to offload the old generator and install the new one.

Install new branch circuits for the equipment. Our circuits will be pulled through the customer provided pathways. There are to be (1) 4" Conduit and (2) 3/4 conduits. These pathways are to be free and clear with pull strings. One pull box is to be installed on the back of the building for the 4" conduit. Pulling 600 MCM Copper, 3/0 Ground, #12 Thhn, and Low Voltage Belden Cable

Installation of the new transfer switch will require new conduit and feeder installation between the transfer switch and gear. This is to be completed within the electrical room, and the power company may need to de-energize the gear for entry. To be determined when the project begins.

Wire, conduit, feeders, fastening supplies included for installation.

Additional work and concrete for extension of pad.

All necessary permits required for the project, any visits needed to the local Permitting Office, and all correspondence with the Electrical Inspectors.



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Clarifications

Clarifications

RELATED ITEMS NOT INCLUDED:

Third party testing such as NETA Testing and Infrared Scanning, is not included in this proposal. If required, these services are to be provided by others.

Off-Loading, Permits, Concrete Pad, Installation, Exhaust Installation, Extended Wiring, Fuel, Extended Exhaust, Anchor Bolts, Cooling Piping, and Insulation are NOT included unless specifically listed in the above bill of materials.

Current Lead Time: Approx. 21 weeks. Lead times are based on firm order levels and current line capacities. Lead times are subject to change during "High Volume" period.

New lead-time will be updated after receipt of approved submittals or time of order.

Distributor Startup

A FACTORY TRAINED TECHNICIAN shall perform startup once the equipment is furnished and installation is completed. The above pricing is based on same day start-up and training (unless otherwise stated in specification). Startup inspection and testing is included, and will be completed during normal Business hours Monday thru Friday 8:00 am to 5:00 pm.

Miscellaneous

Price subject to change if additional drawings or specification information becomes available.

Owner's Training: Shall be performed at time of start-up. If an additional/separate trip is required, an additional charge based on time and mileage shall apply.

We can perform start up after hours and weekends at additional cost.

Proposal includes freight via FOB Factory to first destination only. FOB Factory with freight allowed to your jobsite (or office) if accessible by a semi. All deliveries are drop-shipped. Offloading and placement of equipment is excluded. All deliveries are Monday through Friday 8:00 a.m. to 5:00 p.m. Deliveries outside the normal business hours will be invoiced as necessary.

Due to Market Volatility, pricing will be held for 30 Days.



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OFFER TOTAL SELL PRICE: \$109,535.00

Price does not include any applicable taxes or installation

OFFER ACCEPTANCE

I hereby authorize Nixon Power Services to use this form as a bona fide purchase order of the equipment shown on Offer Number: 0027113607, which clearly establishes definite price and specifications of material ordered. The person signing is doing so according to the terms and conditions.

Proposed by:

Accepted by:

Company Nixon Power Services
 Print Name: Sam Anderson
 Title: Inside Sales
 Signature: *Sam Anderson*
 Date: 07/31/2024 _____

Company: _____
 Print Name: _____
 Title: _____
 Signature: _____
 Date: _____
 PO Number: _____



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STANDARD TERMS AND CONDITIONS OF SALE

These Standard Terms and Conditions of Sale ("Terms") shall, unless otherwise explicitly stated in writing by Nixon Power Services, govern all sales of goods ("Goods") or services, including without limitation repairs, maintenance, warranty repairs, or services provided pursuant to a maintenance agreement (collectively, "Services"), by Nixon Power Services ("Nixon") to the customer purchasing such Goods or Services (the "Buyer"). Special Conditions of Sale, where applicable, are included at Exhibit B, attached hereto.

1.Contract- These Terms, together with any: price list or schedule, quotation, acknowledgement, or scope of work provided by Nixon; or documents incorporated by specific reference herein or therein, constitute the complete and exclusive statement of the terms of the agreement governing the sale of Goods or Services by Nixon to Buyer. Nixon's acceptance of Buyer's authorization to proceed is expressly conditioned on Buyer's assent to all of Nixon's Terms, including terms and conditions that are different from or additional to any terms or conditions in Buyer's purchase order. Buyer's placement of an order with Nixon and/or acceptance of Goods or Services constitute Buyer's assent to Nixon's Terms.

2.Service, Repair, Maintenance- Nixon reserves the right in its sole discretion to refuse to provide service or repair. All maintenance plans exclude and do not cover or apply to rotors, stators or engine crank shafts. The cost of providing a rental generator while a permanent generator is being maintained or repaired, regardless of whether the repair is a warranty repair or a non-warranty repair or whether the service or maintenance is provided under warranty or pursuant to a maintenance agreement, and regardless of whether the service, maintenance or repair is the responsibility of the manufacturer of the Goods or of Nixon, is excluded from any service or maintenance plan or product warranty and shall be the responsibility of Buyer. Service or maintenance of any fire pump covers only the diesel engine component and no other component. Waste oil and coolant from emergency generators are hazardous materials and must be handled as such. Disposal of hazardous materials is Buyer's responsibility and done at Buyer's expense, and when handling or disposing of such materials is Nixon's responsibility, Nixon charges an additional "hazmat fee" and safely removes and recycles such materials.

3.Quotations And Published Prices- Prices quoted in writing by Nixon shall remain in effect for thirty (30) calendar days from the date of issuance by Nixon, unless withdrawn in writing by Nixon before that time expires, and may be accepted only by an unconditional authorization or purchase order from Buyer that is received and accepted by Nixon within this period.

3b. SCOPE- Nixon Power shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. The Quote is based upon the assumption that the Equipment will be reasonably available and is not subject to unusual market fluctuations. In the event of unusual and/or unanticipated price fluctuations and/or shortage of materials ("Fluctuations"), Nixon Power reserves the right to adjust the estimated delivery time and/or the price to reflect such Fluctuations. Subject to the foregoing, any Quote is valid for the duration of time as listed in clarifications above and the price is firm provided drawings are approved and returned within specified dates quoted. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

4.Taxes- Nixon's prices do not include any applicable sale, use, excise or similar taxes, and the amount of any such tax that Nixon may be required to pay or collect is Buyer's responsibility and will be added to Buyer's invoice unless Buyer timely furnishes Nixon with a valid tax exemption certificate acceptable to the appropriate taxing authorities. Where Buyer fails to furnish the required documentation, any unpaid sales, use, excise, or similar tax will be billed to Buyer. If at any time the appropriate taxing authority



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determines, for whatever reason, that an exemption certificate provided to Nixon by Buyer is invalid, Nixon will make a reasonable, good-faith attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer, and Buyer agrees to cooperate fully and promptly with Nixon in such circumstances. If Buyer fails to timely furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, or fails to cooperate with Nixon, or if the appropriate taxing authority does not accept the additional documentation provided, the sales, use, excise or similar tax will be billed to Buyer.

5.Payment Terms- Unless otherwise specified by Nixon and subject to Nixon's review and approval of Buyer's credit, payment terms are net thirty (30) days from date of Nixon's invoice, payable in U.S. currency. If Buyer wishes to use a Visa or MasterCard as the form of payment, Nixon may charge a 5% convenience fee (5% of the total invoice), which Buyer agrees to pay. Nixon shall have the right to cancel or suspend any order for Goods or Services if Buyer fails to make any payments when due. Buyer shall be liable for all expenses, including attorneys' fees, relating to the collection of past due amounts. Amounts past due are subject to a service charge of the lower of one-and-a-half percent (1.5%) per month (or fraction thereof) or the maximum rate allowed by law, from the date on which they are due until they are paid, and any payments will be applied first to service charges due. Nixon reserves the right, in its sole discretion based on Nixon's determination of Buyer's creditworthiness, to require payment in advance of shipping Goods or providing Services and/or payment of a deposit before accepting and processing any order. If such cash payment or security is not provided, Nixon may refuse to accept and process Buyer's order and/or may suspend or cancel production and/or delivery of Goods or Services. Buyer hereby grants Nixon a security interest in all Goods sold to Buyer by Nixon, which security interest shall continue until all such Goods are fully paid for, and Buyer, upon Nixon's demand, will execute and deliver to Nixon such instruments as Nixon requests to protect and perfect such security interest.

6.Delivery- While Nixon will use all reasonable commercial efforts to maintain the shipping and/or performance date(s) quoted by Nixon, all shipping dates and/or performance dates are approximate and not guaranteed. Nixon shall not be bound to tender delivery of any Goods for which Buyer has not provided shipping instructions or other required information. If shipment of any Goods is postponed or delayed by Buyer for any reason, Buyer agrees to reimburse Nixon for any and all storage costs and other additional cost or expenses resulting from the postponement or delay. All shipments of Goods are F.O.B. Nixon's facility. All shipments are made at Buyer's risk. Risk of loss and legal title shall pass from Nixon to Buyer upon delivery to and receipt by carrier at Nixon's shipping point. Any claims for shortages or damages suffered in transit are the responsibility of Buyer and must be submitted by Buyer directly to the freight carrier. Shortages or damages must be identified and signed for at the time of delivery.

7.Manufacturer's Limited Warranty- The manufacturer of the Goods warrants its product(s) to be free from defects in materials and workmanship for a period of ninety (90) days, commencing on the start-up date. In the sole discretion of the manufacturer, repair, replacement, or an appropriate price adjustment will be provided by the manufacturer if, but only if, Goods are found by the manufacturer and Nixon (1) to have been and to be properly installed, operated, and maintained in accordance with manufacturer's instruction manuals; and (2) defective in materials or workmanship, within the warranty period. This warranty does not apply to defects or malfunctions caused by damage, unreasonable use, misuse, repair or service by unauthorized persons, or normal wear and tear. For more information regarding the specific manufacturer's warranty coverage applicable to the Goods, refer to the applicable Warranty Technical Publication, which will be made available by Nixon upon request. Replacement or installation of Goods, including without limitation equipment, components or accessories, which fail to provide satisfactory performance due to obsolescence or design conditions are not covered by the manufacturer's warranty or included in the manufacturer's warranty obligations. Nixon is not the manufacturer of the Goods and does not warrant the Goods in any way.

8.Disclaimer Of Warranty- LIMITATION OF LIABILITY, EXCEPT AS EXPRESSLY PROVIDED IN MANUFACTURER'S WARRANTY, NEITHER MANUFACTURER NOR NIXON MAKES ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The manufacturer's obligation under its warranty, and Buyer's sole and exclusive remedy for breach of any warranty hereunder, shall be limited to repair, replacement, or price adjustment, at the manufacturer's election. Under no circumstances shall Nixon be liable for any damages incurred by Buyer or any third party that result from or arise out of: any breach of the manufacturer's warranty; or any delay in performance by Nixon or manufacturer, and the remedies of Buyer set forth herein are exclusive. In no event,



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regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall Nixon's liability to Buyer, its customer(s), or any other third party exceed the price paid by Buyer for the specific Goods provided by Nixon giving rise to the claim or cause of action. All reasonable efforts shall be extended in performing Services, but Nixon shall not be liable for any losses or consequential damage(s) that arise out of delays or misuse or improper use by Buyer, its agents or employees.

9.Incidental, Consequential or Punitive Damages- The term "consequential damages" shall include but is not be limited to: loss of anticipated profits; business interruption; loss of use, revenue, reputation or data; costs incurred, including without limitation, for capital, fuel, or power; and loss or damage to reputation, property or equipment. Buyer agrees that under no circumstances shall Nixon be responsible or liable for any consequential, incidental or punitive damages arising out of or relating to any purchase of any Goods or Services.

10. Technical Support- It is expressly understood that any technical advice furnished by Nixon with respect to the use of Goods is given without charge, and Nixon assumes no obligation or liability for the advice given or results obtained, all such advice being given and accepted at Buyer's risk.

11.Excuse Of Performance- Nixon shall not be liable for delays in performance or for non-performance due to acts of God, actions or inactions of Buyer, war, epidemic, fire, flood, weather, sabotage, strikes or labor disputes, civil disturbances or riots, governmental requests, restrictions, allocations, laws, regulations, orders or actions, unavailability of or delays in transportation, default of suppliers, or unforeseen circumstances, or any events or causes beyond Nixon's reasonable control. Shipments of Goods or the provision of Services may be suspended or canceled by Nixon upon notice to Buyer in the event of any of the foregoing, but the balance of any related order shall otherwise remain unaffected. If Nixon determines that its ability to supply the demand for Goods, or to obtain material used directly or indirectly in the provision of Goods, is hindered, limited or made impracticable due to any of the causes set forth in this paragraph, Nixon may allocate its available supply of Goods and/or such material, without obligation to acquire other supplies of Goods or materials, among its purchasers on such basis as Nixon determines to be equitable, without liability for any failure of performance which may result therefrom.

12.Changes- Buyer may request changes or additions to Goods consistent with Nixon's specifications and criteria. Any such request must be made in writing and is subject to acceptance in Nixon's sole discretion. In the event such changes or additions are accepted by Nixon, Nixon may revise as it deems appropriate the price(s) of Goods or the dates of shipping or performance. Nixon reserves the right to change designs and specifications for Goods without prior notice to Buyer. Nixon shall have no obligation to install or make such changes in any Goods manufactured prior to the date of such change.

13.Cancellation- Undelivered parts of any order may be canceled by Buyer only with the prior written approval of Nixon. If Buyer makes an assignment for the benefit of creditors or in the event that Nixon for any reason feels insecure about Buyer's willingness or ability to perform, Nixon has the right to cancel any open orders. In the event a request by Buyer to cancel an order is agreed to by Nixon, Buyer shall forfeit its deposit, if any, and shall pay to Nixon the reasonable costs and expenses (including without limitation engineering expenses and commitments, such as deposits, quotes, or agreements, to suppliers and subcontractors) incurred by Nixon prior to receipt of notice of such cancellation, plus Nixon's usual profit for similar work. In the event Nixon agrees to accept equipment for restocking, a minimum restocking charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.

14.Default- Upon default and placing of any invoice with an attorney for collection or repossession of Goods or related equipment or materials, Buyer agrees to reimburse Nixon for its reasonable attorney's fees and other costs, including without limitation court costs, incurred in connection therewith.



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15. Buyer Acceptance- Any Goods delivered hereunder shall be deemed to be fully accepted by Buyer unless Nixon receives written notice of rejection of any such Goods within ten (10) days after the date of delivery to Buyer.

16. Regulatory Laws and/or Standards- The manufacturer takes reasonable steps to keep the Goods in conformity with certain nationally-recognized standards and such regulations which may affect them; however, Buyer understands and acknowledges that the Goods are utilized in many regulated applications and that, from time to time, standards and regulations are in conflict with each other. Nixon makes no promises or representations that the Goods will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon in writing as a part of the contract between Buyer and Nixon. Nixon's prices do not include the cost of any related inspections or permits or inspection fees, all such costs to be paid by Buyer.

17. Non-assignment- No order for Goods may be assigned by Buyer, in whole or in part, without Nixon's prior written consent, which may be withheld in Nixon's sole discretion.

18. Billable Services- Additional charges will be billed to Buyer at Nixon's then-prevailing labor rates for any services not specified in Nixon's quotation or subsequent engineering submittal. If reasonable site and/or equipment access is denied by the Nixon service representative and if it is necessary, due to local circumstances, to hire a third-party contractor, Nixon service personnel will provide supervision only and the cost of such contract labor will be charged to and paid by Buyer.

19. General Provisions- These Terms supersede all other communications, negotiations and prior oral or written statements regarding the subject matter. No change, modifications, rescission, discharge, abandonment or waiver of these Terms shall be binding upon Nixon unless made in writing and signed on its behalf by a duly authorized representative. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms shall be binding unless made in writing and signed by the party to be bound, and no modification or additional terms shall be applicable to any order simply by Nixon's receipt, acknowledgement, or acceptance of purchase orders, shipping instruction forms, or other documentation containing terms at variance with, or in addition to, those set forth herein. Any such modifications or additional terms are deemed a material alteration hereof and are specifically rejected. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditioned upon Buyer's assent to any additional or different terms set forth herein. No waiver by either party with respect to any breach or default or of any right or remedy, nor any course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound. All typographical or clerical errors made by Nixon in any quotation, acknowledgement or publication are subject to correction.

20. Hours of Operation- Nixon's normal business hours are from 8:00 AM to 4:30 PM, local time at Nixon's place of business, Monday through Friday. Services will be provided only during these normal business hours unless otherwise specified. Should Buyer require Services during a time other than Nixon's normal business hours, Buyer shall pay Nixon the additional overtime portion of the normal service rates. Non-holiday overtime is time-and-a-half, or the normal service rate multiplied by one-and-a-half (1.5). Holiday overtime is double time, or the normal service rate multiplied by two (2).

EXCLUSIONS: The following are specifically excluded from coverage under any warranty provided by either the manufacturer or Nixon and from any scope of work provided or approved by Nixon:

- All equipment, components and supporting systems NOT specifically listed on the "Equipment covered" list.
- Loss of, partial failure of, or insufficient capacity of, utilities, such as, but not limited to, electrical service, open circuit breakers or fuses.
- External power wiring, circuit breakers, and disconnects supplying electrical service to the listed equipment.
- Refinishing, repair, replacement, cleaning, or modification of duct work louvers, cabinetry, housings, bases, mountings, foundations, supporting structures, or trim.



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- Any emergency freight or expediting charges.
- Additional maintenance and adjustments required or requested by Buyer that are not within the scope of work agreed to by Nixon.



**ALL PRO GENERATOR
SERVICE & REPAIR, LLC.**
PO Box 801456
Acworth, GA. 30101
Office: (404)436-1592
www.allprogeneratorservice.com

Remit Payment to:

All Pro Generator Service & Repair
 PO Box: 801456
 Acworth, GA. 30101



"Powering Your Peace of Mind."



Quote #:

CUSTOMER:
ADDRESS:
PHONE:
EMAIL:

GEN M/N:		KW:
GEN S/N:		Spec:

We Also Offer the Following:

- Diesel Fuel Delivery.
- Diesel Fuel Polishing.
- Remote Monitoring.
- Load Bank Testing.
- Oil, Fuel & Coolant Analysis Testing.
- NFPA-110 Compliance Procedures
- Thermal Imaging.
- Portable (Trailer-mounted) Generator Rentals.

* Please call for further details (404)436-1592 *

PARTS/MATERIALS:		
LABOR & TRIP CHARGE:		
TAXES:		
TOTAL:		

Ashley Robbins

QUOTE PREPARED BY:

DATE:

CUSTOMER SIGNATURE:

DATE:

(PO# NUMBER:)

Mirror Lake

Waste Management Lift Station

800 Mirror Lake Parkway

Villa Rica Ga 30180

Thank you for the opportunity to quote an emergency backup unit at the above address. I have prepared the following quote for your review.



1/250 kW Diesel Generac Generator 277/480

1/400 amp Generac Transfer Switch 277/480

Excavation

Crane set

Concrete pad demo and replacement

80% diesel fueling included

Installation & Start-Up

Labor and Materials

Subtotal: \$164,500.00

Tax: TBA

Total: \$164,500.00

Servicing all of the Southeast

Please give us a call to the closest location

Atlanta
(770) 222-1315

Brunswick
(229) 247-6630

Cleveland
(706) 348-1501

Dalton
(706) 508-6382

Dothan, AL
(864) 417-0863

Greenville, SC
(864) 380-5516

Macon
(478) 224-4195

Valdosta
(229) 247-6630

Generator Specs

D8.7.1 200-250KW (8.7L DIESEL) 10 EA AGENCY APPROVAL: Select Type: - UL2200

VOLTAGE: Select One: - 277/480 3 phase

FUEL: Select Type: - Diesel

EXCITATION: Select Type: - Permanent Magnet Excitation

KW: Select desired Rating: - 250 KW

REGULATORY OPTIONS: Select: - EPA Certified

REGULATORY OPTIONS: Select: - SCAQMD

ENCLOSURE: Select Type: - STD Enclosure - Aluminum

ENCLOSURE: Opt Accessories: - No Enclosure Accessory

ENCLOSURE: Select Paint Color: - White

ALTERNATOR: Optional Upsize: - No Alternator upsize

ALTERNATOR: Select Size: - 250 KW

BATTERY: Select Type: - 925CCA, 4D Inst

BATTERY: Select Charger Type: - 10 Amp Battery Charger

BLOCKHEATER: Select Type: - Block heater 2000W 240V

MLCB: Select Type/Accs: - Std MLCB

BASETANK: Select Capacity: - 24" 372 Gal Basetank, UL/ULC

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Dothan, AL
(864) 417-0863

Greenville, SC
(864) 380-5516

Macon
(478) 224-4195

Valdosta
(229) 247-6630

BASETANK: Emergency Vent: - Yes, Emergency Vent required

BASETANK: Optional Fuel Extn: - No Fuel extension

ACCESSORIES: Alarm Relay: - No Alarm Relay Panel

ACCESSORIES: Annunciator: - No Annunciator

ACCESSORIES: Emergency stop: - No Remote E-Stop

ACCESSORIES: Electrical: - No Light Kit

ACCESSORIES: Misc: - 120V GFCI and 240V Outlet

MANUAL: Select # of Copies: - Std set of 3 Manuals

WARRANTY Options: - STANDARD - 1YR P/L/T, 2 YR P

SPECIAL OPT select if required - Special Options NOT required

Model - Sales-Mktg - ZD0250KG178.7D18HPYY3

UL CIRCUIT BREAKER Size: - 400 A

FLS: Select Output on Tank - N/A Fuel Level Sender Supplied

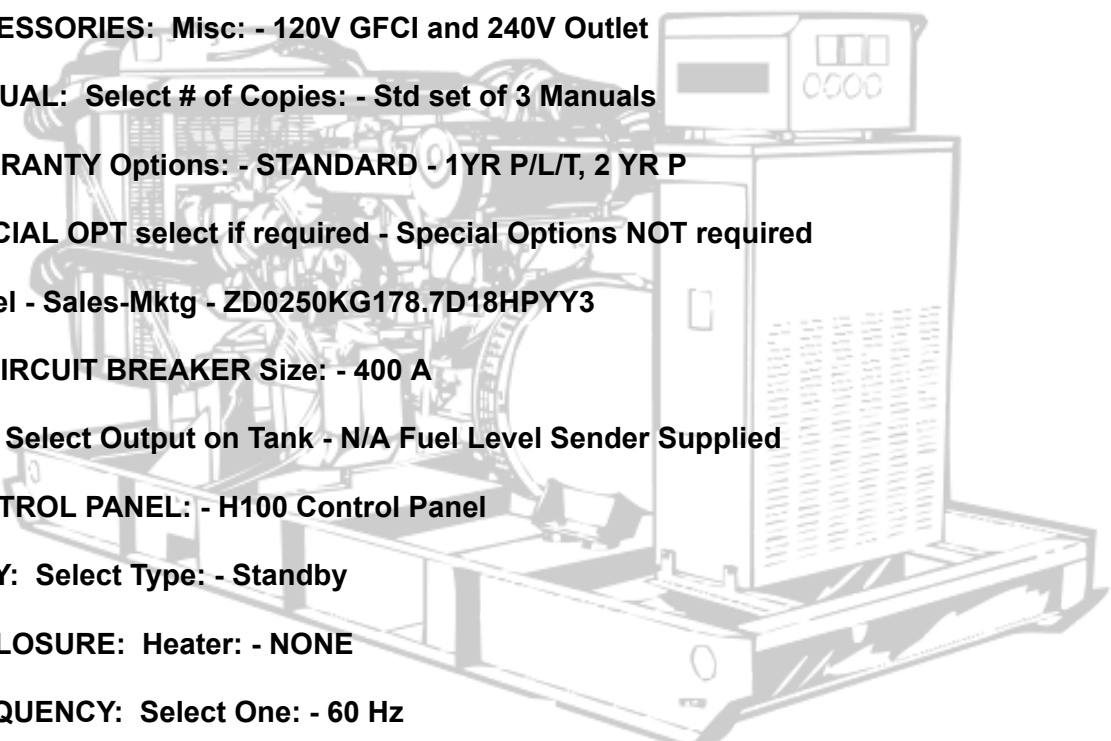
CONTROL PANEL: - H100 Control Panel

DUTY: Select Type: - Standby

ENCLOSURE: Heater: - NONE

FREQUENCY: Select One: - 60 Hz

KW Node - 250 KW



Servicing all of the Southeast

Please give us a call to the closest location

Terms And Conditions.

- 1. Start-up (if noted as included above) will be done during normal business hours. Additional charges will be applied to startups requested on weekends or off normal business hours. Please note additional charges will also be applied.**
- 2. Generator start-up (if noted as included above) will be performed by Generac factory-authorized technicians.**
- 3. Unless otherwise noted third-party testing, infrared testing, or insulation resistance testing is not included and is by others.**
- 4. Warranty is invalid without factory start-up (industrial units). The Warranty is valid (on new equipment) from the date of start-up of the generator and is not contingent upon substantial completion of the project.**
- 5. Only items noted above are included in this proposal. Items not specifically mentioned are not in this scope of work.**
- 6. Terms are 25% percent upfront. 25% at the notice of shipment. The final 50% will be collected when the job is complete.**
- 7. Mandatory shutdown will be involved in the cutting over of existing utilities to the new transfer switch. (If a new transfer switch is included)**
- 8. Down time up to 2-6 hours during cutover. (if the above term applies)**
- 9. Testing and certification of the unit will take place after start-up is complete, the power will need to be shut down during this phase to check Automatic Transfer Switches, and there will be a brief outage during this time.**
- 10. APS will issue a change order if the electrical wire is encapsulated in concrete.**

Servicing all of the Southeast

Please give us a call to the closest location

I appreciate the opportunity to offer this quote and should you have any questions, please contact me.

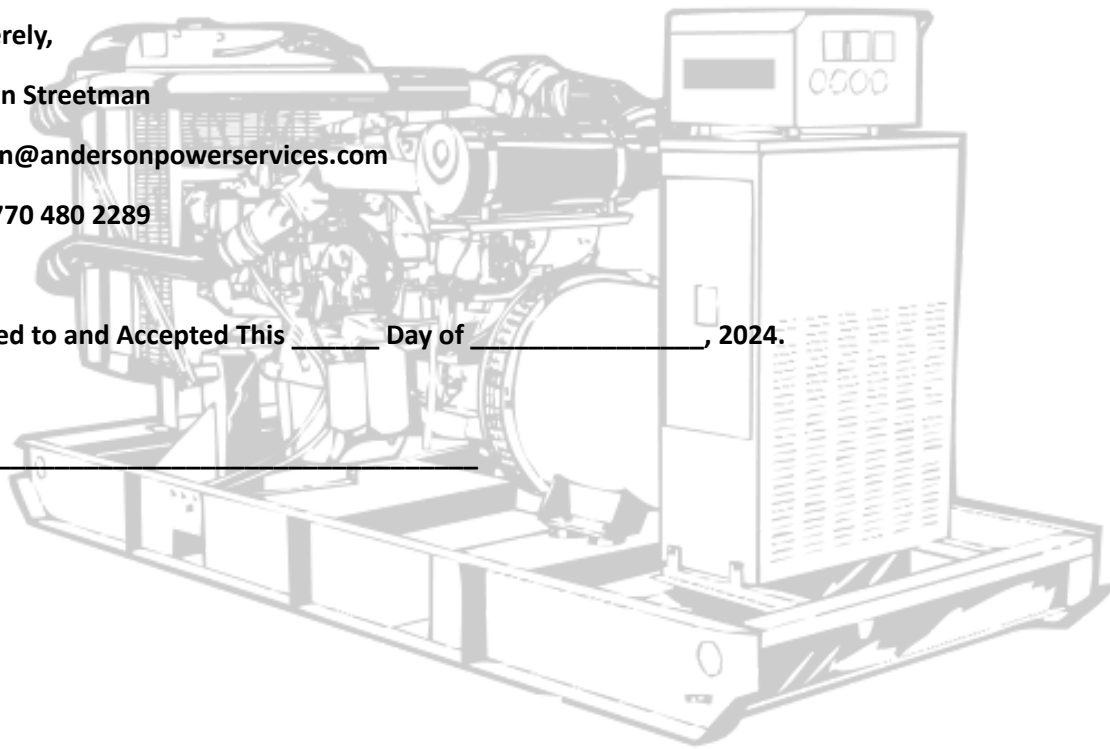
Sincerely,

Dustin Streetman

dustin@andersonpowerservices.com

Cell 770 480 2289

Agreed to and Accepted This _____ Day of _____, 2024.



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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approve Payment to Carroll Tomorrow
AGENDA DATE: September 10, 2024

DATE PREPARED: September 6, 2024
PREPARED BY: Diana DeSanto

AMOUNT: \$75,000
GL ACCOUNT #: 100-7520-57-2001
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes
PUBLIC HEARING: N/A

PURPOSE: To approve the annual pledge payment to Carroll Tomorrow.

BACKGROUND: In the FY 2024 budget, Council approved a \$75,000 pledge to support Carroll Tomorrow 5.0. Carroll Tomorrow has asked the City to commit to \$75,000 per year for five years. This payment represents year two of this commitment. The proposed FY 2025 budget also includes this commitment.

STAFF RECOMMENDATION: Approval with the communication that future councils cannot be bound to this commitment and that the \$75,000 payment amounts will need to be approved with each subsequent budget adoption.

IMPACT:

MOTION: I move to approve the annual pledge payment amount of \$75,000 to Carroll Tomorrow.



City of Villa Rica

Mayor Gil McDougal • Shirley Marchman • Matthew Momtahan • Leslie McPherson • Anna McCoy • Danny Carter

January 10, 2023

Karen C. Handel
President/CEO
Carroll Tomorrow/Carroll County Chamber of Commerce
200 Northside Drive
Carrollton, GA 30117

Dear Mrs. Handel:

To confirm, the City of Villa Rica will be a sponsor of Carroll Tomorrow 5.0 with an annual contribution of \$75,000.00 over the next 5 years for a total of \$375,000.00. Please be advised that the Mayor cannot bind the City to these payments in future budgets and that the annual contribution requires annual budget approval.

Please let me know if you have any questions.

Thank you,

Tom Barber
City Manager

PLEDGE FORM



CARROLL
TOMORROW 5.0

STEP 1: DESIGNATE PLEDGE AMOUNT

YES, we support Carroll Tomorrow 5.0 and pledge the following:

Annual investment of \$ 75,000 for a period of 5 years, for a total investment of \$375,000.

NOTE: The investment requires annual approval.

STEP 2: LIST INVESTOR INFORMATION

Representing our organization for this investment will be:

Name/Title Gil McDougal, Mayor / Tom Barber, City Manager		
Business/Company Name as you wish it to appear on investor recognition lists City of Villa Rica		
Mailing Address 571 West Bankhead Hwy		Suite, Floor
City Villa Rica	State GA	Zip 30180
Phone (770) 459-7000	Email gmcdougal@villarica.gov	

May we publicly announce your investment? Yes No

STEP 3: ACCOUNTING

Payment (check one)

Bill me (check one): **Annually** **Semi-Annually** **Quarterly**

Please make checks payable to Carroll Tomorrow.

Required Signatures

Business/Company Representative	Date
Carroll Tomorrow Representative and Title	Date

STEP 4: RETURN THIS FORM WITH FIRST PLEDGE PAYMENT OR BILLING INFORMATION (above)

Karen Handel, President / CEO, Carroll Tomorrow
Carroll Tomorrow
678.890.2357 | karen@carroll-ga.org
200 Northside Drive
Carrollton, GA 30117