

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: DIANA DESANTO
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

November 12, 2024 | 1:30 PM

Review of the Agenda (Mayor Leslie McPherson)

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

A. Governing Body (Mayor Leslie McPherson)

1. 2025 Regular City Council Meeting Schedule (Theresa Campbell, City Clerk)
2. Recommendation of Planning & Zoning Commission Member for Ward 4 (Councilwoman Anna McCoy)
3. Hickory Level Road Sewer Easement Abandonment (Kevin Drummond, City Attorney)
4. Extension of Temporary Moratorium on Multi-Family Developments (Nina Shabazz, Community Development Director)
5. Extension of Temporary Moratorium on Vape Shops, Tattoo Parlors and Pawn Shops (Nina Shabazz, Community Development Director)

B. Building Development Tracy Jarvis, Director

1. Downtown Parking Lot Update (Nic Griffin, Deputy Director)
2. Development Services Building and Downtown Basketball Gym progress update (Nic Griffin, Deputy Director)
3. The Reopening of Meadowlark Drive (Nic Griffin, Deputy Director)

C. Human Resources (Tiffany Jenkins, Director)

1. 2025 Holiday Schedule (Tiffany Jenkins, Director)
2. First Responder PTSD Policy (Tiffany Jenkins, Director)

D. Villa Rica Public Library (Dr. Rachel Linn, Manager)

1. Accept the \$3,500 Carver High Experience grant from University of Alabama (Traci Ivey, Director)

E. Police (Michael Mansour, Chief)

1. Motorola Portable Radios (Lieutenant Michael Bettikofer)
2. Special Response Team (Lieutenant Michael Bettikofer)

F. Public Works (Hal Burch, Director)

1. Discussion Right Turn in and Right Turn out at Commerce Dr. and Hwy. 78 (Hal Burch, Director)

2. Community Parking Lot (Hal Burch, Director)

G. Utilities (John Bain, Director)

1. Development Regulations - Low Pressure Sewer Systems (John Bain, Director)
2. Shoreline Lift Station Redirect Change Order (John Bain, Director)
3. Water Treatment High Service Pump Replacement (Erin Lewis, Water Operations Manager)

H. Community Development (Nina Shabazz, Director)

1. ABL-08-24 JK Bhramani, LLC dba Easy Quick Stop and Public Hearing (Whitney Cox, Licensing Specialist)
2. CU-05-24 Special Exception request for allowance of a collision center to operate in a commercial low-density (C1) zone at 779 W. Bankhead Hwy. and Public Hearing (Shaun Daniels, Planner)
3. VA-04-23-01 - 924 Carrollton-Villa Rica Highway- Variance to Permit Gravel Parking and Public Hearing (Shaun Daniels, Planner)

I. City Manager (Interim City Manager, Diana DeSanto)

1. Proposal from Falcon Design for Mid-Block Crossing Traffic Engineering Report (Diana DeSanto, Interim City Manager)



City of Villa Rica

Leslie McPherson • Danny Carter • Shirley Marchman • Matthew Momtahan • Stephanie Warmoth • Anna McCoy

2025 City Council Proposed Meeting Schedule

****November Meeting is on Veteran's Day**

DESCRIPTION	WORK SESSION	MEETING	AGENDA DEADLINE
January Monthly Meeting	1/7/25 at 10:00 am	1/14/25 at 6:00pm	1/2/25 at 12:00 pm
February Monthly Meeting	2/4/25 at 10:00 am	2/11/25 at 6:00 pm	1/30/25 at 12:00 pm
March Monthly Meeting	3/4/25 at 10:00 am	3/11/25 at 6:00 pm	2/27/25 at 12:00 pm
April Monthly Meeting	3/25/25 at 10:00 am	4/1/25 at 6:00 pm	3/21/25 at 12:00 pm
May Monthly Meeting	5/6/25 at 10:00 am	5/13/25 at 6:00 pm	5/1/25 at 12pm
June Monthly Meeting	6/3/25 10:00 am	6/10/25 at 6:00 pm	5/29/25 at 12:00 pm
July Monthly Meeting	7/1/25 at 10:00 am	7/8/25 at 6:00 pm	6/27/25 at 12:00 pm
August Monthly Meeting	8/5/25 at 10:00 am	8/12/25 at 6:00 pm	7/31/25 at 12:00 pm
Public Hearing #1 for Millage Budget Workshop & Public Hearing # 2 for Millage		8/19/25 at 10:00 am 8/19/25 at 10:30 am 8/19/25 at 6:00 pm	
Public Hearing #3 for Millage Budget Workshop Public Hearing for 2026 Budget		8/26/25 at 6:00 pm 8/26/25 at 6:00 pm 8/26/25 at 6:00 pm	
September Monthly Meeting	9/2/25 at 10:00 am	9/9/25 at 6:00 pm	8/28/25 at 12:00 pm
October Monthly Meeting	10/7/25 at 10:00 am	10/14/25 at 6:00 pm	10/2/25 at 12:00 pm
November Monthly Meeting	11/4/25 at 10:00 am	11/11/25 at 6:00 pm	10/30/25 at 12:00 pm
December Monthly Meeting	12/2/25 at 10:00 am	12/9/25 at 6:00 pm	11/26/25 at 12:00 pm



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Hickory Level Road Sewer Easement Abandonment

AGENDA DATE: November 12, 2024

DATE PREPARED: October 29, 2024

PREPARED BY: Kevin Drummond, City Attorney

AMOUNT: N/A

GL ACCOUNT #: N/A

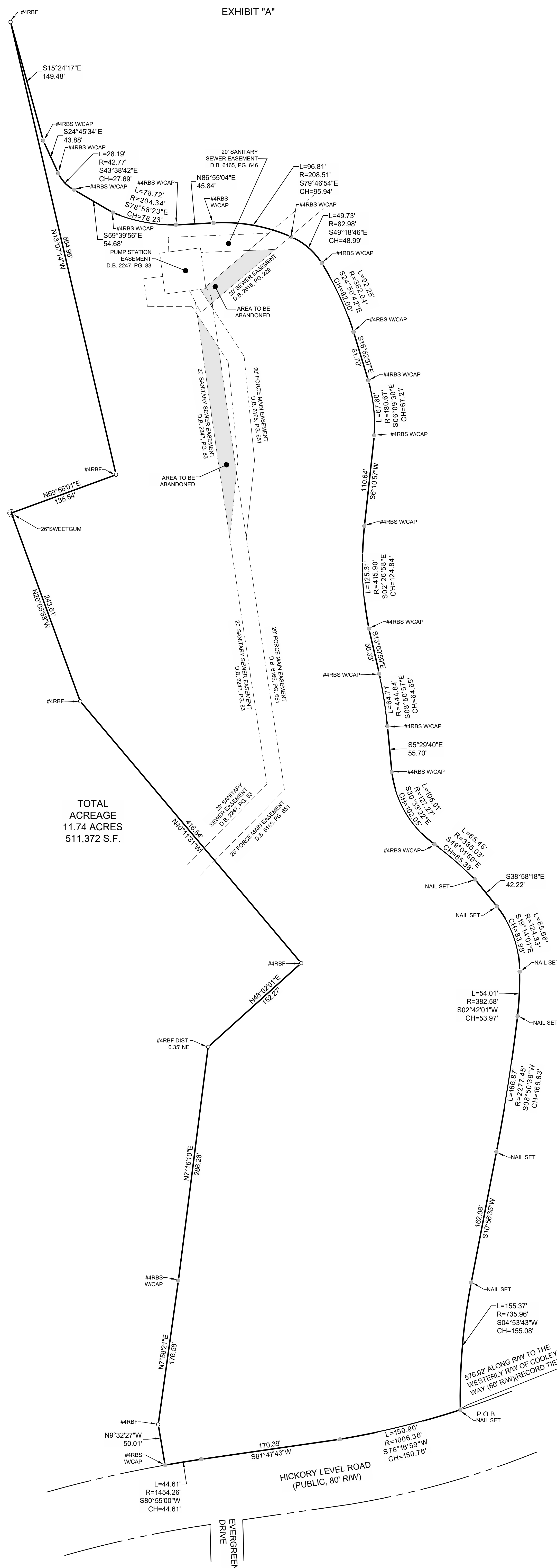
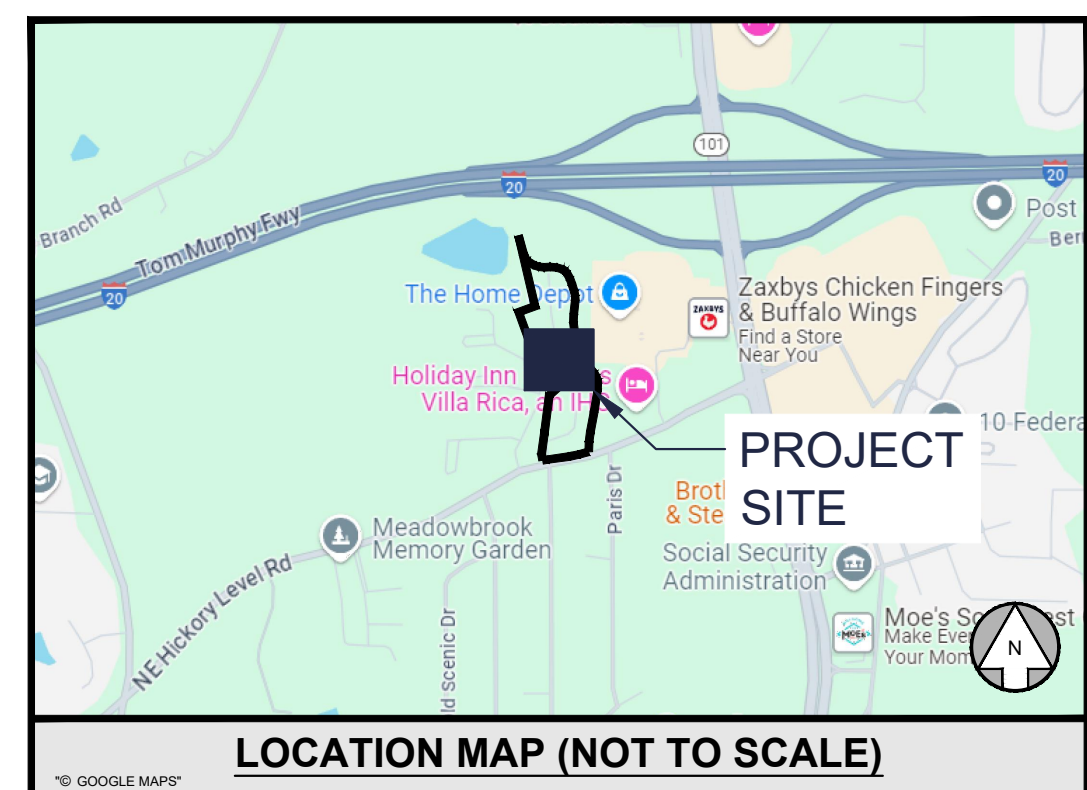
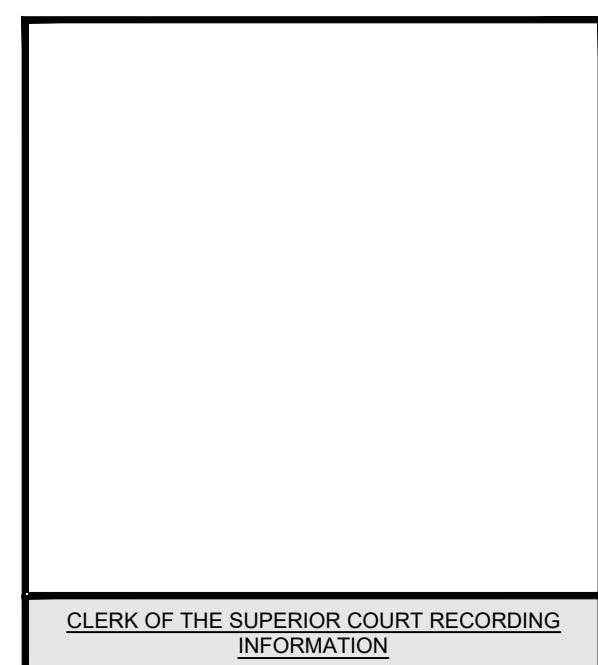
FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: On December 9, 2000, the City obtained a utility/sewer easement on Hickory Level Road. Because of needed upgrades to the City sewer system, the City entered into a new development agreement and on June 5, 2023 the City obtained a new Force Main Easement. According to Bobby Elliot, the earlier easement is no longer needed for public use.

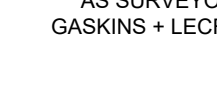
STAFF RECOMMENDATION: Staff recommends that the Council affirmatively abandon the original easement.

MOTION: I move that the sewer easement granted to the City of Villa Rica on December 9, 2000 and recorded in Deed Book 2616, pages 229-231 be abandoned as it is no longer needed for public use.



SURVEYOR'S CERTIFICATION

(W)THE PROPERTY HEREON LIES COMPLETELY WITHIN A JURISDICTION WHICH DOES NOT REVIEW OR APPROVE ANY PLATS OR THIS TYPE OF PLAT PRIOR TO RECORDING. RECORDEDATION OF THIS PLAT DOES NOT IMPROVE APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.



AS SURVEYOR FOR
GASKINS + LEICRAW, INC.

FOR REVIEW ONLY

DEAN C. OLSON	GEORGIA PLS NO. 2806	DATE: 10/31/2024
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SHEET TITLE

1 OF 1

SURVEY INFO:

DRAWN BY: MAN

REVIEWED BY: DCO

LATEST FIELD DATE: 09/24/2024

OFFICE DATE: 09/25/2024

JOB #: 64840002.000

N

GRID NORTH, GEORGIA WEST ZONE

0'30'60'120'

SCALE: 1" = 60'

811

Know what's below.
Call before you dig.

SCALE & NORTH ARROW:

CALL BEFORE YOU DIG

EASEMENT EXHIBIT FOR:

HIGHPOINT

PROJECT:

RESIDENCES AT VILLA RICA
HICKORY LEVEL ROAD

LOCATED IN LAND LOT 132, 6TH DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

Prepared By and Return To:
TISINGER VANCE, P.C.
Attorneys at Law
100 Wagon Yard Plaza
Carrollton, GA 30117
Attn: Kevin Drummond

EASEMENT ABANDONMENT

**STATE OF GEORGIA
COUNTY OF CARROLL**

The City of Villa Rica was initially granted an easement on December 9, 2000 that was recorded in Carroll County Dead Book 2616 Pages 229 –23. The public utilities have since been relocated within an easement granted to the City of Villa Rica on March 3, 2023 and recorded in deed book 6165 pages 651-6563.

On November 12, 2024 the City Council for the City of Villa Rica concluded that a portion of the initial easement depicted as the shaded portions of the easement in Exhibit "A", and labeled "area to be abandoned", are no longer needed for public use and should be abandoned.

Therefore, it is hereby ordained by the City Council of the City of Villa Rica that those portions of the easement granted on December 9, 2000 and depicted in Exhibit "A" as the shaded portions with the notation "area to be abandoned" are hereby abandoned by the City of Villa Rica.

The City of Villa Rica retains the easement granted on March 3, 2023 and recorded in deed book 6165 pages 651-656 as well as those portions of the easement granted on December 9, 2000, recorded in Carroll County Deed Book 2616 pages 229-231 that are not depicted in Exhibit "A" as an "area to be abandoned".

IN WITNESS WHEREOF,

CITY OF VILLA RICA

By: _____
Leslie McPherson, Mayor

Attest: _____
Theresa Campbell, City Clerk
(City Seal)

Signed Sealed and delivered
in the presence of:

Witness

Notary Public
My Comm Expires:



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Extension of the Temporary Moratorium on Multi-Family Developments

AGENDA DATE: November 12, 2024

DATE PREPARED: November 1, 2024

PREPARED BY: Nina Shabazz

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: On May 14th 2024, Council approved a temporary moratorium on multi-family developments within the City. The Moratorium was for 180 days and will expire in November. Staff recommends to allow the moratorium to expire due to the low number of developable lots, that require entitlements.

BACKGROUND: Staff is currently working on text amendments to update language, uses and processes to ensure that the City makes appropriate and pertinent changes as needed. These changes should continue to encourage zoning compatibility, adherence to zoning ordinance and continued responsible growth.

STAFF RECOMMENDATION: Staff recommends that Council allow the moratorium to expire as proposed text amendments will serve the intended purpose that necessitated the moratorium.

MOTION: I move to allow the moratorium to expire and direct staff to implement text amendments that will support a continuation of sustainable growth, in lieu of an extension.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Extension of the Temporary Moratorium for Vape Shops, Tattoo Parlors and Pawn Shops

AGENDA DATE: November 12, 2024

DATE PREPARED: November 1, 2024

PREPARED BY: Nina Shabazz

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: On May 14, 2024 Council approved a temporary moratorium for Vape Shops, Tattoo Parlors and Pawn Shops. The Moratorium was for 180 days and will expire in November. Staff recommends an extension of the moratorium for an additional 180 days.

BACKGROUND: Staff is currently working on text amendments to update language, uses and processes to ensure that the City makes appropriate and pertinent changes as needed. These changes should continue to encourage zoning compatibility, adherence to zoning ordinance and continued responsible growth.

STAFF RECOMMENDATION: Staff recommends that the Council extend the previously approved resolution, attached hereto.

MOTION: I move to extend the previously approved moratorium on the acceptance of any applications relating to the licensing, zoning for, variances for new Vape Shops, Tattoo Parlors and Pawn Shops for an additional 180 days.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Downtown Parking Lot Update

AGENDA DATE: November 12th, 2024

DATE PREPARED: October 28th, 2024

PREPARED BY: Nic Griffin

AMOUNT: N/A

FUNDING SOURCE: Multiple

GL ACCOUNT #: N/A

BUDGETED ITEM? N

PURPOSE: To give an update on the status of the downtown parking lot and WIC building.

BACKGROUND:

For the past few months, multiple City Departments have been working together on building the new parking lot for downtown. The majority of the work involved in this project has been self-performed and managed. Staff has brought the grade up a few feet so that the entrance and exit are easily accessible with sight distance and vehicle traffic in mind.

There has been a total of three walls poured. Each wall is acting as a retaining wall and/or curb for stormwater. Staff has graded four different sections of this property, with them being the retention pond, the sidewalk/street area, the green space area, and the parking lot. The pond will be built as a bioretention basin.

Staff has received three bids for the sidewalk and curb work. The City will furnish all the material needed for this project portion. Classic Curb is the low bidder for this at \$7 a linear ft for curb and gutter, \$1.25 Sq Ft for sidewalk, and \$20 a linear foot for the concrete flume. The total labor for this work would be \$9,953.75. The material will be around \$15,000 for concrete and related material. Staff is also engaging with Ga power to provide parking lot lighting for the amount of \$14,800 to install and \$135.28 per month. Staff also received three bids for the asphalt work. This is being presented today for approval.

After the paving and sidewalk work, this project will near completion with the exception of the fencing that will run adjacent to the streets and the landscaping. Staff projects these costs to be around \$25,000.

All work has been approved by the Administration staff prior to scheduling. Last year the council approved a total of \$60,000 for this parking lot improvement but at the time, it was planned to be just graded with gravel rather than asphalt and did not include sidewalk work. This was a capital improvement item for the Mill. The associated costs have and will come from the TAD fund.

The total anticipated cost for this project will be around \$173,150.

The Wic building itself has accrued some construction costs as well. Staff has self-performed most of this work besides some professional services labor. The work that has been done so far includes painting, flooring, electrical installation, data cable installation, underpinning, retaining walls in two areas, plumbing tie in, etc. The total amount of expenses after the transportation cost is anticipated to be around \$20,000. The associated costs should be billed externally per the development agreement.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Development Services Building and the Downtown Gym

AGENDA DATE: November 12th, 2024

DATE PREPARED: October 31st, 2024

PREPARED BY: Nic Griffin

PURPOSE: To give an update on the design, renovations, and progress of the downtown Development Services building and the downtown Basketball gym.

BACKGROUND:

The City purchased these properties in 2023. We were directed to fully inspect the buildings and create a baseline scope of work that each needed to become operational for occupancy. This directive was initially to mitigate damages, water intrusion, and repair any type of hazard that was present. Staff began in the Basketball gym and Fellowship Hall with various roof repairs, an intense cleaning (the buildings suffered vandalism while vacant), electrical repairs, plumbing repairs, hvac repairs etc. All of this work was either self-performed or managed by City staff.

Once staff achieved making these buildings a safe environment to occupy, the intent of the buildings was decided by Administration. The Recreation department was going to utilize the gym for basketball practices for all ages, rentals for various events, and a multitude of camps. Staff began working with contractors obtaining bids for replacing the backboards with ones that would retract and could adjust height. We also had the interior spray foamed and painted. After painting, we refinished the kitchen/bathroom vanities and cabinets. We installed new plumbing fixtures, replaced the flooring in a few areas, installed a camera system, etc. The Administration then turned focus on the Fellowship Hall which is now the Development Services Building. Staff began a full renovation of this building at this point. This involved repairing the roof, gutters, soffit and fascia. Staff began an intense demo upstairs so that we could create office space that is suitable for two different departments. We self-performed all the framing, trim work, drop ceiling, bathroom renovations, tree removal/landscaping and more. While this work was going on, we were obtaining bids for exterior and interior painting, flooring, electrical work, etc. We had to repair the concrete stairs and ramp due to settling. The full scope of this project involved just about everything you could think of minus starting from the ground up.

Staff have been working on both projects since the time of purchase up until the beginning of October, with more to come. The Council approved funding for renovating the Development building's landscaping and having a poured rubber floor in the gym to accommodate/attract more sports and events such as pickleball.

City Administration approved the total remodel cost of \$398,868 for both buildings. Being managed and performed internally, that equates to \$22.92 a square foot of renovation costs. The City uses ICC valuation for budgetary, permitting, and licensing purposes. Using this valuation, the buildings have a combined valuation of \$3,541,600.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Reopening of Meadowlark Drive

AGENDA DATE: November 12th, 2024

DATE PREPARED: October 31st, 2024

PREPARED BY: Nic Griffin

PURPOSE: To update and present to the council the possibility of opening Meadowlark Drive.

BACKGROUND:

During a Council meeting held on December 14, 2021, MMCC, LLC applied for the rezoning of three parcels. These three parcels is the land that ALTA Villa Rica is built on.

The Council granted the rezoning with the condition that the developer shall re-open Meadowlark Drive if "permitted or approved by the City and the School Board".

Alta by Wood Partners is nearing completion of their final building and obtaining a CO. They have submitted as-builts and will be submitting their final plat soon.

STAFF RECOMMENDATION:

Staff has no recommendation for this decision. Staff will rely on the City Council for a directive. Staff has heard the School Board and their wish is to have this extension reopened. Attached is a letter stating such.

IMPACT:

The opening of Meadowlark drive will grant access to the high school, residential area, and also the rear of the Alta development. This could potentially alleviate some of the traffic and congestion that occurs at the intersection of highway 78 and Clearview. This could also cause some congestion at the intersection of Meadowlark and Commerce Drive.

MOTION:



C. Community Development (Tracy Jarvis, Director)

1. RA-06-21 – Parcel #V02 0070100 – Rezoning Application from Starlight Homes, LLC of Alpharetta, GA for 29.21 acres on Highway 78 and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

Public Hearing: Two citizens came forward to speak.

1. Joann Herrell, 809 W Bankhead Hwy, Villa Rica
2. William Awalt, 301 Villa Trace, Villa Rica

Motion: Councilman Matthew Momtahan moved to approve the rezoning request from Starlight Homes, LLC of Villa Rica, GA for a rezoning from I2 to SFA with the conditions that:

- a. Owner/applicant agrees to submit the property to the Georgia Property Owners Act OCGA 44-3-22.
- b. Owner/applicant agrees to include in the declaration of covenant restrictions for the property to include a restriction of a maximum of 15% of non-owner occupied units or homes.
- c. Owner/applicant agrees that no vinyl siding or similar materials are used on the units or facades.

Councilwoman Shirley Marchman seconded the motion.

Amendment to Motion: Councilman Michael Young moved to amend the motion to add gates to private streets. Councilwoman Shirley Marchman seconded the amended motion.

RESULT: ADOPTED (VOTE: 4-1)
MOVER: Michael Young, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Young, Marchman, Carter, Momtahan
NAYS: McPherson

Original Motion:

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

2. RA-10-21 – Parcel V07 0110153, V07 0110003 and V07 0110230, 135 & 189 Commerce Drive – Rezoning Request from MMCC, LLC of Villa Rica, GA for a Rezoning of Three Vacant Parcels Totalling 16.89 Acres (Ron Johnson, Planning & Zoning Specialist)

Public Hearing: No one came forward to speak.

Motion #1: Councilwoman Leslie McPherson moved to approve the rezoning request from MMCC, LLC of Villa Rica, GA for a rezoning from MF1 to MF2 for Parcel #V07 0110230, with the aforementioned conditions as outlined by staff. Councilman Danny Carter seconded the motion.

Amendment to Motion: Councilman Matthew Momtahan amended the motion to add conditions that the unit or development have no more than 25 three-bedroom units, and add another condition that if permitted or approved by the city and the school board that the owner/applicant reopen Meadowlark Drive extension. Councilman Danny Carter seconded the amended motion.

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

Original Motion:

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

Motion #2: Councilwoman Leslie McPherson moved to approve the rezoning request from MMCC, LLC of Villa Rica, GA for a rezoning from MF1 to MF2 and C2 for Parcel #V07 0110003, as shown on the submitted site plan and with the aforementioned conditions as outlined by staff. Councilman Danny Carter seconded the motion.

Amendment to Motion: Councilman Matthew Momtahan amended the motion to add conditions that the unit or development have no more than 25 three-bedroom units, and add another condition that if permitted or approved by the city and the school board that the owner/applicant reopen Meadowlark Drive extension. Councilman Danny Carter seconded the amended motion.

Original Motion:

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

Motion #3: Councilwoman Leslie McPherson moved to approve the rezoning request from MMCC, LLC of Villa Rica, GA for a rezoning from MF1 to MF2 and C2 for Parcel #V07 0110153, as shown on the submitted site plan and with the aforementioned conditions as outlined by staff, and the conditions that the unit or development have no more than 25 three-bedroom units, and if permitted or approved by the city and the school board that the owner/applicant reopen Meadowlark Drive extension. Councilman Danny Carter seconded the motion.

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



CARROLL COUNTY SCHOOLS

164 Independence Drive | Carrollton, Georgia 30116 | Phone 770.832.3568 | carrollcountyschools.com

October 31, 2024

Board Members:

Bryant Turner, Chair
Sandra Morris, Vice Chair
Dr. Bernice Brooks
Bart Cater
Lawana Knight
Kerry Miller
Thomas Sizemore

City of Villa Rica
Building Development Department
206 North Avenue
Villa Rica, Georgia 30180

To Whom It May Concern:

Scott K. Cowart
Superintendent

Micah Maner
*Administrative Assistant
to the Superintendent*

Dr. Jessica Ainsworth
*Associate Superintendent
of School Performance*

Jared Griffis
*Assistant Superintendent
of Human Resources*

Glen Harding
*Assistant Superintendent
of Support Services*

Delene Wolfe
*Assistant Superintendent
of Finance*

At the City of Villa Rica City Council Meeting held on December 14, 2021, the Council approved the rezoning request from MMCC, LLC for a rezoning from MF1 to MF2 and C2 for Parcel V07 0110153 with the condition that the developer reopen Meadowlark Drive extension if permitted or approved by the city and the school board.

The Carroll County Board of Education supports this improvement of Meadowlark Drive as it would be beneficial to school traffic flow and safety.

Thank you,

Scott K. Cowart, Superintendent

Their future is our mission.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2025 City Hall Holiday Schedule

AGENDA DATE: November 12, 2024

DATE PREPARED: October 29, 2024

PREPARED BY: Tiffany Jenkins, HR Director

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: To approve the 2025 Holiday Schedule.

BACKGROUND:

City of Villa Rica observes 12 holidays a year, whereby City Hall is closed on those given days.

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the 2025 City Hall Holiday Schedule.



City of Villa Rica

2025 Holiday Schedule

New Year's Day	Wednesday, January 1, 2025
Martin Luther King, Jr. Day	Monday, January 20, 2025
Presidents Day	Monday, February 17, 2025
Good Friday	Friday, April 18, 2025
Memorial Day	Monday, May 26, 2025
Independence Day	Friday, July 4, 2025
Labor Day	Monday, September 1, 2025
Veterans Day	Tuesday, November 11, 2025
Thanksgiving Day	Thursday, November 27, 2025
Day after Thanksgiving	Friday, November 28, 2025
Christmas Eve	Wednesday, December 24, 2025
Christmas Day	Thursday, December 25, 2025



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: GIRMA FA First Responder PTSD Program

AGENDA DATE: November 12, 2024

DATE PREPARED: November 8, 2024

PREPARED BY: Tiffany Jenkins, HR Director

AMOUNT: Estimated Annual Premium - \$8,584.00

GL ACCOUNT #: General Fund

FUNDING SOURCE: 100-3210-523100

BUDGETED ITEM? Yes – Contingency

PURPOSE: To approve agreement and resolution for participation and purchase of the First Responder PTSD coverage.

BACKGROUND:

House Bill 451 was approved in May 2024.

This bill requires that public entities maintain insurance coverage for first responders if they are diagnosed with post-traumatic stress disorder. The PTSD diagnosis must be a result of a traumatic event while working for the public entity and would be for events that take place after July 1, 2023. Those diagnosed with PTSD would receive a single \$3,000 lump sum payment and up to 36 months of disability (income replacement) benefits over the course of their lifetime if unable to return to work as a first responder as a result of the PTSD.

This policy will give us the two coverage components required by the HB 451 and will be effective January 1, 2025.

Those two components are:

1. Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
2. Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

STAFF RECOMMENDATION: Approval.

MOTION: I move to approve the First Responder PTSD Application and Participation Agreement.

**GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)
FIRST RESPONDER PTSD APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in GIRMA (hereinafter a “Participating Employer” or “Employer”) shall complete this Application and Participation Agreement in order to purchase First Responder PTSD coverage fully insured by MetLife under the GIRMA Fund C Master Policy for a Lump Sum PTSD Diagnosis Benefit, a PTSD Disability (Income Replacement) Benefit, or a Combined Lump Sum PTSD Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit. Once approved by GIRMA’s Program Administrator, the Participating Employer will receive a one-page Summary of Benefits identifying the purchased coverage(s) (the “First Responder PTSD Policy”) and a link to the Policy Certificate for the purchased coverage(s), so it may make these available to individuals performing service for them as an employed or volunteer “First Responder” as defined below (“First Responders”).

Who Does What?

- GIRMA is the Policyholder of a First Responder PTSD Policy insured by MetLife, which provides a Lump Sum Benefit and a Disability (Income Replacement) Benefit. These coverages together are designed to meet the requirements of the Ashley Wilson Act (the “Act”), effective January 1, 2025.
- Georgia Municipal Association, Inc., (“GMA”) is the Program Administrator for GIRMA. GMA uses information from the First Responder census data provided by the Participating Employer to bill for the premiums due under the First Responder PTSD Policy and maintains (either directly or through the broker for the First Responder PTSD Policy) Participating Employers’ Application and Participation Agreements.
- Participating Employers are responsible for providing census data to GMA’s broker that identifies all First Responders (as defined below) performing first responder services for them, classifying the First Responders by statutory definition and as employed or volunteer, and identifying those First Responders who are First Responders for another Public Entity.
- Participating Employers are responsible for submitting complete and accurate census data and paying premiums to GMA, communicating with First Responders about the coverages the Employer provides, providing the Summary of Benefits and link to the applicable Certificate to First Responders, and providing all requested information and documentation requested by GMA’s broker to ensure the census is current.
- Participating Employers are responsible for designating an authorized member of human resources staff to receive inquiries from MetLife related to work requirements or work status for disability claims and provide all information requested by MetLife for that purpose.
- To comply with the confidentiality provisions of the Act, GMA and its broker will not inform Participating Employers whether a First Responder has submitted a claim for benefits or received any such benefits.
- Participating Employers are responsible for ensuring that any information in their possession related to claims, and any other information that would reasonably identify an individual as having been diagnosed with PTSD, is used only in accordance with applicable laws and is kept confidential in the same way as mental health information related to an employer sponsored major medical plan or employee assistance program.
- Participating Employers are prohibited by law from taking any employment action solely as a result of a First Responder’s diagnosis, claims, or benefits.
- MetLife evaluates claims and pays approved claims under the First Responder PTSD Policy. All claims for benefits must be submitted to MetLife.
- First Responders do not need to inform the Participating Employer that they are making a claim.
- Neither GIRMA nor GMA have any role in claim determination or payment.

Definition of First Responder. A First Responder for the Participating Employer is an individual who meets one or more of the following definitions as a result of services he or she performs for the Participating Employer as an employee or volunteer:

- (A) 'Communications officer' as defined in Code Section 37-12-1;
- (B) 'Correctional officer' as defined in Code Section 45-1-8;
- (C) 'Emergency medical professional' as defined in Code Section 16-10-24.2;
- (D) 'Emergency medical technician' as defined in Code Section 16-10-24.2;
- (E) 'Firefighter' as defined in Code Section 25-4-2;
- (F) 'Highway emergency response operator' as defined in Code Section 45-1-8;
- (G) 'Jail officer' as defined in Code Section 45-1-8;
- (H) 'Juvenile correctional officer' as defined in Code Section 45-1-8;
- (I) 'Peace officer' as defined in Code Section 35-8-2;
- (J) 'Probation officer' as defined in Code Section 45-1-8; and
- (K) Law enforcement officer with the Department of Natural Resources.

Employer Obligations:

- Employer shall not require any kind of contribution from First Responders for the coverage(s) provided under the First Responder PTSD Policy.
- Employer is solely responsible for identifying all First Responders (as defined above). Any questions about First Responder status should be resolved by contacting legal counsel. Participating Employers that are members of GIRMA's Property and Liability Fund may call the GIRMA HelpLine at 800-721-1998 for free legal advice about whether an individual meets the statutory definition.
- Employer is solely responsible for keeping an accurate list of all First Responders, and providing correct and complete information to GMA's broker.
- Employer shall submit initial First Responder census data to the GMA broker in the form requested, and must update this census data as requested in order to ensure that all First Responders are properly identified and classified.
- The Employer's cost for coverage under the First Responder PTSD Policy will be based on the most recent census data at the time of billing.
- Employer shall provide the Summary of Benefits and a link to the applicable Certificate to all First Responders at no charge, and shall provide a copy of the applicable Policy to First Responders upon request.
- If the Policy is terminated for any reason, Employer shall provide notification of termination to all First Responders.
- Whenever requested to do so by MetLife or GMA, Employer shall provide MetLife or GMA the information requested.

Benefits Exempt from Income Tax:

- MetLife has determined that benefits it will pay under the policy are not subject to state or federal income taxation. Accordingly, MetLife will not report benefits to the IRS or withhold any amounts from benefit payments.
- MetLife will advise benefit recipients that benefits are not subject to federal or state income tax, so MetLife will not withhold taxes or provide a 1099 or W-2 or report benefit payments to the IRS. MetLife will remind benefit recipients that the benefits may offset other benefits received by the recipient or have other tax consequences and encourage them to consult their tax advisor for guidance.
- MetLife will provide a summary of benefits to the benefits recipient upon request.
- Legal counsel to GIRMA has advised GIRMA of the following:

- The Ashley Wilson Act provides that benefits payable pursuant to the Ashley Wilson Act are not subject to Georgia income tax.
- Benefits payable under the policy to First Responders (as defined in the statute) are not subject to federal income tax because the Ashley Wilson Act is a statute in the nature of a workers' compensation act under Treas. Reg. Section 1.104-1(b) and the MetLife policy bases benefits solely on diagnosis of work-related injuries or sickness as described in the Act.
- Participating Employers have no tax obligations arising from payment of benefits to their First Responders.
- A copy of the opinion letter is available upon request.

Information Privacy and Security:

- See the attached PTSD Privacy Notice, which will be posted on the website where policy information is published. This Notice explains the privacy requirements of the Ashley Wilson Act and how individually identifiable information is used and shared.
- As a critical illness and disability policy, the PTSD Program is not subject to the federal information privacy and security law that applies to group health plans (HIPAA). However, GMA, the GMA broker, and MetLife protect individually identifiable information and use and share it only in accordance with the privacy provisions of the Ashley Wilson Act and any other applicable privacy laws.
- Participating Employers will provide census data to GMA's broker using a secure portal established by the broker.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

Participating Employer is applying for and agreeing to purchase the First Responder PTSD Combined Lump Sum Diagnosis Benefit and PTSD Disability (Income Replacement) Benefit unless the following option is checked.

_____ First Responder Lump Sum PTSD Diagnosis Benefit Only* (*Alone, this coverage does NOT meet the requirements of the Ashley Wilson Act. Leave BLANK if you want the full coverage.*)

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Program Administrator. Coverage may be terminated in accordance with the GIRMA Bylaws regarding termination of membership in a GIRMA Fund.

**On behalf of _____ [Name of Participating Employer], _____
County, Georgia, I submit this Application and Participation Agreement and agree to its terms.**

Signature: _____ Date: _____

Print Name: _____ Title: _____

Privacy Notice for Georgia First Responders PTSD Program

This Privacy Notice describes the individually identifiable information about First Responders that Program Administrators of the Georgia First Responders PTSD Program collect and how it is used and shared.

PROGRAM ADMINISTRATORS: Certain employees of Georgia Municipal Association (“GMA”) and Association County Commissioners of Georgia (“ACCG”) provide administrative services for the PTSD Program. The Southeastern Series of Lockton Companies, Inc. serves as broker for the MetLife insurance policy that is offered through the PTSD Program. GMA, ACCG, and Lockton are all Program Administrators of the PTSD Program.

PRIVACY OBLIGATIONS UNDER ASHLEY WILSON ACT: The Ashley Wilson Act contains privacy requirements for information that “could reasonably be used to identify individuals making claims or who have made claims or who have received benefits.” These privacy requirements were included because federal privacy law (HIPAA) does not apply to the Program. Program Administrators and MetLife treat this information as “sensitive mental health information” and only use and share the information to operate the Program, prepare aggregated reports, comply with the law, or as authorized by the First Responder.

Communications between First Responders (or their representatives) and Program Administrators or MetLife are confidential and privileged.

The Act ensures that First Responders can get the lump sum benefit in a confidential manner similar to receiving mental health benefits under a group health plan (subject to HIPAA) or under an employee assistance program, and limits interactions with the employer for disability benefits to those allowed for other mental health disability benefits.

- First Responders submit their claims for benefits directly to MetLife and do not need to inform the Employer.
- MetLife will not inform Program Administrators of claims or benefits without the First Responder’s express authorization.
- MetLife and Program Administrators will never tell Employers whether a First Responder has made a claim for or received a lump sum benefit (without express authorization).
- For the disability benefit, MetLife will only communicate with a human resources contact at the Employer about work requirements and work status, which will indicate that the First Responder has submitted a claim for disability benefits.
- Due to the nature of the Program, MetLife does not need to and will not provide any reports of benefits to the IRS or the Employer.
- If an Employer learns of a claim or benefits from the First Responder or otherwise,

the Employer is prohibited by law from taking any employment action solely as a result of a First Responder's diagnosis, claims, or benefits.

- Employers are required to treat any information they may learn about claims or benefits confidentially as they would treat mental health information associated with a group health plan or employee assistance program.
- Employers are required to designate an employee who is authorized to securely submit eligibility information about First Responders to the Program Administrators' eligibility portal. This information identifies which employees and volunteers meet the definition of First Responder and does not contain any information about claims or benefits.

PROTECTED INDIVIDUALLY IDENTIFIABLE INFORMATION MAINTAINED BY PROGRAM ADMINISTRATORS; USE AND SHARING

Eligibility Data: A designated representative of each Employer that offers the Program securely submits the following information to the eligibility portal twice a year: **first and last name, social security number, date of birth, type of First Responder (by statutory definition), and employed or volunteer status.** This information is used to ensure proper billing of premiums and is securely shared with MetLife to enable MetLife to validate identity and determine eligibility for benefits when First Responders submit claims. To comply with the Act's privacy requirements, MetLife will NOT check with the Employer to determine eligibility when a claim is made.

Information Provided by First Responder: If a First Responder contacts a Program Administrator with questions about the Program, the Program Administrator may collect individually identifiable information necessary to answer the questions or direct the First Responder to the right resource and otherwise communicate with the First Responder. This information may include name, phone number, email, employer, employment status, and other information shared by the First Responder. This information is used to answer the questions and may be shared with other Program Administrators or MetLife as appropriate for answering the question and for customer service purposes.

Information About First Responder Claims or Receipt of Benefits: Program Administrators do not have access to information about whether a First Responder has submitted a claim for benefits or has received benefits unless the First Responder shares that information with the Program Administrator(s). MetLife is prohibited from sharing individually identifiable information about claims and benefits with the Program Administrators without an express written authorization from the First Responder. However, Program Administrators may learn about claims or benefits from a First Responder or someone acting on behalf of the First Responder. Program Administrators may share this information with other Program Administrators and MetLife as they deem appropriate for the operation of the Program.

Reports that Do Not Include Direct Identifiers: Program Administrators may request reports from MetLife that show use of benefits for purposes of evaluating the Program. These reports will not contain names or other direct identifiers. However, the reports may contain information (such as type of First Responder and geographic location of employer) that could be used with other information to identify individuals. These reports will be used as the Program Administrators deem appropriate for the operation of the Program and may be shared among the Program Administrators and with MetLife. Reports that could reasonably be used to identify an individual shall not be shared except as required by law.

PROTECTION OF INDIVIDUALLY IDENTIFIABLE INFORMATION

The Program Administrators and MetLife have privacy and information security policies and procedures and safeguards designed to ensure that individually identifiable information is protected from unauthorized access, misuse, and destruction. These controls are designed to meet a variety of applicable laws. For more information about MetLife's privacy practices, refer to the MetLife Privacy Notice posted on GFRPTSDInsurance.com.

**A RESOLUTION TO ADD MEMBERSHIP IN A FUND OF GEORGIA INTERLOCAL RISK
MANAGEMENT AGENCY (GIRMA)**

WHEREAS, the Public Entity of _____, located in _____ County, Georgia ("Public Entity") is a current member of the Georgia Interlocal Risk Management Agency (hereafter GIRMA), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the governing authority of Public Entity is currently a member of a GIRMA Fund and desires to add membership in an additional GIRMA Fund; and

WHEREAS, the governing authority of Public Entity has reviewed the Fund Election Form attached as Appendix A and the Application and Participation Agreement applicable to the Fund and finds that it is in the best interest of its residents for Public Entity to be a member of the Fund indicated on the Fund Election Form;

NOW THEREFORE BE IT RESOLVED by the governing authority of Public Entity:

1. The [Insert title of Chief Officer] of Public Entity is authorized to act on behalf of Public Entity to elect membership in the Fund identified in the Election Form attached as Appendix A by executing the the Application and Participation Agreement for such GIRMA Fund.
2. The [Insert title of Chief Officer] of Public Entity is designated as Public Entity's representative to GIRMA for purposes of Fund participation.
3. Public Entity may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA
4. This resolution shall be effective on the date of adoption.

Adopted this _____ day of 20 _____ [Name of Public Entity]_____

By: _____,

[Print Name of Person Authorized to Sign Resolutions, Title]

Attest: _____,

[Print Name of Person Authorized to Attest, Title]

APPENDIX A

Georgia Interlocal Risk Management Agency ("GIRMA") Fund C Election Form for Existing GIRMA Members

As stated in Section 6.1 of the Intergovernmental Contract, a GIRMA member must participate in at least one Fund established by the GIRMA Board of Trustees. The Intergovernmental Contract and GIRMA Bylaws apply to all GIRMA members, regardless of the Fund or Funds in which they participate. Terms and conditions specific to a Fund are set forth in the Coverage Description for the Fund.

This election form is for use by current GIRMA Members who wish to join GIRMA Fund C and thereby offer PTSD Benefits to eligible First Responders.

Fund C Application Information: GIRMA established Fund C on September 4, 2024. Fund C will provide fully- insured lump sum benefits and disability benefits for first responders entitled to such benefits under the Ashley Wilson Act. A coverage description for Fund C has been filed with the Georgia Department of Insurance and will be made available to Fund C members after approval of membership in Fund C by Georgia Municipal Association, Inc., the Program Administrator for GIRMA, and the insurance carrier.

To join Fund C, the governing body of the GIRMA Member must adopt a Resolution to Add Membership in a GIRMA Fund and the individual authorized to serve as the Public Entity's primary contact for Fund participation must complete and sign the First Responder PTSD Application and Participation Agreement. Membership in Fund C is effective when the Application is approved by the Program Administrator and the carrier.



GMA - GIRMA Georgia First Responder PTSD Program Proposal for Coverage

Effective Date: January 1, 2025

Anniversary Date: January 1

Member: City of Villa Rica

Member Number: 0000245

Insurer: Metropolitan Life Insurance Company (MetLife)

There are two coverage components required by House Bill 451 (2024) effective January 1, 2025:

- 1) Lifetime Critical Illness Lump Sum PTSD Diagnosis Benefit
- 2) Lifetime Long-Term PTSD Disability Benefit (Income Replacement)

The GMA-GIRMA Critical Illness Lump Sum PTSD Diagnosis Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 451 when purchased together. However, a city is permitted to purchase only one component if you have existing coverage that complies with the new law.

Estimated annual premiums are based on the Eligible First Responder census data provided by the city. While the premiums below are estimated annual amounts, the city will be billed on a semiannual basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum PTSD Diagnosis Benefit –		
All First Responders		
Lifetime Benefit per first responder:	\$3,000	(Mandated Limit)
Lump Sum PTSD Diagnosis Benefit - Estimated Annual Premium for All First Responders:		\$2,668.00

Component 2: PTSD Disability Limit		
Employed First Responders		
Monthly benefit:	60% of pre-disability first responder earnings	
Maximum monthly benefit per first responder:	\$5,000	
Estimated Annual Premium for Employed First Responders:		\$5,916.00
Volunteer First Responders		
Monthly Benefit per first responder:	\$1,500	
Estimated Annual Premium for Volunteer First Responders:		\$0.00
PTSD Disability Limit – Estimated Annual Premium for All First Responders:		\$5,916.00

Estimated Annual Premium for Components 1 & 2:		\$8,584.00
Lump Sum PTSD Diagnosis Benefit and PTSD Disability Benefit		

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

11/4/2024



Optional Limits for Consideration:

The coverage limits reflected for Lump Sum PTSD (\$3,000) and PTSD Disability Benefit (60% of earnings for employees and \$1,500/month for volunteers) on Page 1 of the Proposal for Coverage reflect the mandated amounts required by HB 451. However, if your city would like to purchase additional limits above the mandated amounts, the pricing is outlined in the table below. You can select a higher limit for Lump Sum PTSD only, a higher limit for PTSD Disability only, or a higher limit for both coverages. To elect a higher limit, please check the box beside the chosen limit(s).

***If you do NOT want to elect a higher limit, you can disregard this form. If optional limits are not selected, coverage will default to the minimum required limits in HB 451.**

In order to bind coverage for this program (mandated OR optional limits), the executed Application and Participation Agreement as well as the enrollment documents are required.

Lump Sum PTSD Diagnosis Limit	Total Premium Cost at Higher Limit	Check to increase limit
\$5,000	\$9,164.00	
\$10,000	\$10,672.00	
\$15,000	\$12,180.00	

PTSD Disability Benefit (Class 2 Volunteers ONLY)	Total Premium Cost at Higher Limit	Check to increase limit
\$2,000	\$8,584.00	

This document must be signed and returned to Lockton at gfrptsd@lockton.com for the higher limits to be effective.

City Name: _____

Name of Authorized City Employee: _____

Title of Authorized City Employee: _____

Signature of Authorized City Employee: _____

Date: _____

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

11/4/2024



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Accept the \$3,500 Carver High Experience grant from University of Alabama

AGENDA DATE: 11/12/2024

DATE PREPARED: 10/30/2024

PREPARED BY: Rachel Linn

AMOUNT: \$3,500

FUNDING SOURCE: Grant/Donation

BACKGROUND: The University of Alabama has awarded the Villa Rica Public Library \$3,500 to facilitate their collaboration with the Carver High Experience. The Carver High Experience is a museum exhibit that details the history of school segregation and desegregation in Carroll County. Hundreds of community members and as well as school groups visited the display last year, and learned about this important aspect of local history. The grant will be used to create new display materials and programs.

STAFF RECOMMENDATION: Accept the Carver High Experience grant from University of Alabama

MOTION: To accept the \$3,500 grant from the University of Alabama to facilitate the collaboration with the Carver High Experience.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Motorola Portable Radios

AGENDA DATE: 11/12/2024

DATE PREPARED: 10/28/2024

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$14,500.16

GL ACCOUNT #: 350-3210-542500

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To equip VRPD with four Motorola APX-4000 portable radios. This purchase also includes a charger, battery, and a mic for the radio.

BACKGROUND: VRPD officers currently carry radios on their duty belts. The radio is an essential tool that allows them to keep in constant communication with Carroll County E-911 dispatchers and their fellow officers. Having a portable radio in the field allows them to complete tasks without going to their patrol vehicle, which is a much safer alternative. Utilizing a portable radio allows officers to be active during an incident and gather additional resources if necessary.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase four Motorola model APX-4000 portable radios from Metropolitan Communications Inc in the amount of \$14,500.16. Metropolitan Communications is an authorized Motorola distributor.

IMPACT: As we diligently work to fill all of our vacancies, the officers hired will need the essential equipment to perform their duties. We are proposing to purchase four radios this year. The radios will be purchased from Metro Communication, our Motorola Distributor.

MOTION: I move to allow the police department to purchase four Motorola APX-4000 portable radios from Metropolitan Communications Inc in the amount of \$14,500.16.

05/23/2024

VILLA RICA POLICE DEPT
101 MAIN ST
VILLA RICA, GA 30180

RE: Motorola Quote for VILLA RICA POLICE DEPT APX4000 PORTABLE RADIO

Dear STEVEN LUJAN,

Motorola Solutions is pleased to present VILLA RICA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide VILLA RICA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Evan Buford at e.buford@metrocomms.net.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Evan Buford

Motorola Solutions Manufacturer's Representative

Billing Address:
VILLA RICA POLICE DEPT
101 MAIN ST
VILLA RICA, GA 30180
US

Quote Date:05/23/2024
Expiration Date:12/28/2024
Quote Created By:
Evan Buford
e.buford@metrocomms.net

End Customer:
VILLA RICA POLICE DEPT
STEVEN LUJAN
SLUJAN@villarica.org
7704595149

Contract: 36273 - SOURCEWELL

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4000 Series	APX4000				
1	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORT	4	\$2,425.28	\$1,770.45	\$7,081.80
1a	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	4	\$0.00	\$0.00	\$0.00
1b	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	4	\$1,727.00	\$1,260.71	\$5,042.84
1c	Q887AT	ADD: 5Y ESSENTIAL SERVICE	4	\$222.00	\$222.00	\$888.00
1d	QA09113AB	ADD: BASELINE RELEASE SW	4	\$0.00	\$0.00	\$0.00
2	NNTN8128C	BATT IMPRES LIION IP67 2000T	4	\$128.99	\$94.16	\$376.64
3	PMMN4062AL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	4	\$127.12	\$92.80	\$371.20
4	PMPN4576A	CHARGER,CHGR DESKTOP SINGLE UNIT IMPRES EXT PS US/NA/TW	4	\$82.08	\$59.92	\$239.68
5	LSV00Q00202A	DEVICE PROGRAMMING	4	\$125.00	\$125.00	\$500.00

Grand Total

\$14,500.16(USD)



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VRPD Special Response Team

AGENDA DATE: 11/12/2024

DATE PREPARED: 10/29/2024

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$83,806.35

GL ACCOUNT #: 350-3210-542500 and 100-3210-531710

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To purchase and equip a Special Response Team to respond to critical incidents within Villa Rica.

BACKGROUND: As the city grows, there will be a sharp increase in population due to several multi-family dwellings, presenting additional challenges for an appropriate response to a critical incident. Villa Rica is in a unique geographical location where the response to an extreme critical incident requires us to rely on two agencies with separate operational standards that could conflict with the Georgia Chief's Association State Certification Standards our agency is guided by. In the past, there have been incidents where both of those agencies were unable to respond, forcing the department to wait for assistance from the state, which caused an unsafe delay in a resolution. Assembling a well-trained Special Response Team in-house is critical in maintaining the standards the Villa Rica Police Department adheres to. Overall, the formation of a Special Response Team reflects the progress this city has made over the last several years and will add value in multiple areas of knowledge, skills, and abilities within the department. Tryouts for the entry operations of this team were held on October 29th, 2024, and had 20 officers attend for a 16 position team.

STAFF RECOMMENDATION: We recommend the approval of this project. The equipment listed in this request form is the foundation that will provide the protection and uniformity needed to start a qualified, professional unit. Additionally, the Special Response Team serves as an opportunity that will draw highly skilled candidates for officer positions and provides growth into leadership positions handling multi-faceted critical incidents. The required ongoing training for

team members will open opportunities to build relationships with surrounding agencies and increase resources available should the city need them.

Vendor	Product	Cost
Galls	Uniforms/Helmets/Attachments	\$16,514.68
ISP	Radio Comm	\$16,522.75
Combined Systems	Flash Bangs	\$4,040.41
Armor Express	Ballistic Vests	\$44,005.92
The Fire Store	Halligan Tool	\$385.59
NTOA	Command Training	\$2337.00
Total Project Cost:		\$83,806.35

IMPACT: The formation of a Special Response Team is a process that requires an immense amount of training, policy review, and adherence to current operating standards recognized by a national association dedicated to this type of operation. The realistic completion date for a proficient team is approximately two years, depending on time commitments and budgets. Delaying the start-up of this unit exposes the officers of the department to additional safety concerns and the citizens to delayed response times from outside agencies.

MOTION: I move to allow the police department to purchase all the equipment necessary for the implementation of the Special Response Team in the amount of \$83,806.35.



A SAFERITE
SOLUTIONS
COMPANY

Estimate

SQ-29819

Industrial Safety Products

Tax ID : 45-2610387
2115 NW 84th Ave
Miami Florida 33122
U.S.A
786-332-2838
info@industrialsafetyproducts.com
www.industrialsafetyproducts.com

Bill To

Villa Rica Police Deparment

101 Main Street
Villa Rica
30180 Georgia
U.S.A

Ship To

101 Main Street
Villa Rica
30180 Georgia
U.S.A

Quote Date : 05/29/2024

Expiry Date : 11/20/2024

Payment Terms : COD

#	Item & Description	Qty	Rate	Discount	Amount
1	88063-00000 3M 88063-00000 III ACH Communication Headset (Each)	16.00 Each	1,075.70	4.00%	16,522.75
Sub Total					16,522.75
Total					\$16,522.75

Notes

Looking forward for your business.



Quote

Customer: (5417833) CITY OF VILLA RICA
Date: 05/29/2024
Sales Rep: CUSTOMER EXPERIENCE

Page 1 of 1
Quote Number: 26709840
Quote Expiration: 06/28/2024

Sold To:
VILLA RICA POLICE DEPT
101 MAIN ST
VILLA RICA, GA 30180
MIKE BETTIKOFER

Ship To:
VILLA RICA POLICE DEPT
101 MAIN ST
VILLA RICA, GA 30180
MIKE BETTIKOFER

Line	Item	Description	Qty	Retail	Your Price	Ext Total
1	BP2744 BLK XL	LEVEL IIIA SPEC OPS ACH HIGH CUT BALLISTIC HELMET	16		834.00	13,344.00
2	BP3911 BLK	CONDOR VAS TRIPLE MAG PANEL	16		19.96	319.36
3	TE2516 BLK	FLEX RADIO 2.0 POUCH	16		28.00	448.00
4	TE2758 BLK	PBE DOUBLE PISTOL MAG POUCH W/TANK TRACK	16		42.40	678.40
5	TR2067 RGBK 28 32	24-7 SERIES PRO FLEX PANT	16		51.96	831.36
6	SH102 RGRN LG REG	65/35 POLY COTTON RIPSTOP 1/4 ZIP COMBAT SHIRT	16		51.16	818.56

Quote is valid for 30 days

Galls is required to collect sales tax on shipments to certain states. Sales tax will be added where applicable. For tax exempt customers, state laws require us to have signed tax exemption or resale certificates on file at our office. If you are tax exempt, please email or fax this information, (including your Galls account number) to Tax@galls.com or fax 859-268-5946.

SUBTOTAL: 16,439.68
SHIPPING: 75.00
TAX.....
TOTAL.... 16,514.68

Export Restrictions - This may contain commodities restricted in the United States International Trade Regulations.

1340 Russell Cave Rd
Lexington, KY 40505
Tel: 800-876-4242 Fax: 877-914-2557

Galls, LLC Invoice Credit Terms and Conditions of Sale

Payment - Invoices for items delivered pursuant to any sales order are payable only in United States currency. You, your business, and/or your agency (the "Buyer") understand that Galls, LLC (the "Seller") may impose and charge a finance charge that is the greater of 1.5% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Returned checks may be assessed a \$25.00 service fee. Additionally, Buyer shall be responsible for all collection costs, court costs, and reasonable attorney's fees in connection with the recovery of delinquent amounts.

All sales are made pursuant to these Credit Terms and Conditions of Sale, and Seller objects to any different or additional terms or conditions contained in Buyer's purchase order or any other document submitted by Seller. Payments may be applied against open balances at the sole discretion of Seller and may be applied across accounts if Buyer has more than one account with Seller. Credit memos are non-refundable and may be applied to open invoices at Seller's sole discretion.

Credit Terms - Any extension of credit is based upon all amounts payable on or before the due date on any written, quoted, or agreed terms, and shall be paid in accordance with such terms. If not paid on or before such date, accounts shall be considered delinquent and subject to the additional finance charges as set forth herein.

Buyer agrees to provide Seller, upon request, with an updated credit application as a condition to the continued extension of credit. Buyer acknowledges and agrees that Seller may utilize outside credit reporting services and financial institutions to obtain information on the Buyer as a condition precedent to or for continued extension of credit. Seller may terminate any credit availability within its sole discretion and without prior notice. Buyer's continued solvency is a precondition to any sale made by Seller.

Delays - Where a specific shipping date is not designated on the face hereof or in a subsequent writing signed by the Seller, the Seller shall not be responsible for any delays, nor shall Seller be liable for any loss or damages resulting from such delays. Seller shall not be liable for any delays in filling this order caused by accidents to machinery, differences with employees, strikes, labor shortage, fire, floods, priorities requested or required by an instrumentality of the United States Government or the government of any state, delays in transportation, restrictions imposed by any federal, state or municipal law or regulation, whether valid or invalid, or causes beyond the control of the Seller.

Warranty - Seller shall pass through to Buyer all manufacturer warranties and return policies applicable to Buyer's order. Seller shall take all reasonable actions to ensure that Buyer receives the benefit of such pass through warranties and return policies. Buyer's sole remedies for any goods sold hereunder shall be as provided in such warranties and return policies and shall be solely against the applicable manufacturer. SELLER, ON BEHALF OF ITSELF, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO SUCH GOODS.

Restocking - If a cancellation of an order or a return by Buyer is accepted or initiated by Seller and/or the manufacturer, it may be subject to a restocking charge at the discretion of Seller.

Delivery and Transportation - Products sold herein are sold FOB at the place indicated on the face of this sales order unless otherwise agreed to in writing by Seller and Buyer. The method and agency of transportation and the routing will be designated by the Seller. In the event the Buyer requests alternative shipment or routing, all extra packing, shipping and transportation charges thereby resulting will be for the Buyer's account.

Waiver - No provision herein shall be deemed a waiver by reason of any previous waiver, and no breach of any provision shall be deemed a waiver by reason of any previous breach.

Governing Law - The sole jurisdiction and venue shall be the courts of the Commonwealth of Kentucky.

Export Restrictions - This transaction may contain commodities restricted in the United States International Trade Regulations. If at a later date the Buyer decides these commodities will be exported from the United States please reference the United States Department of Commerce Bureau of Industry and Security Export Administration Regulations (15 CFR 730-774), the United States Department of State International Traffic in Arms Regulations (22 CFR 120-130) as well as any other applicable laws. These laws apply to private, commercial, and government agency export transactions. As an exporter, the Buyer will be responsible for compliance with all U.S. laws relating to the export of these items.

*Designates this item is on the Galls GSA Contract (47QSWA21D008H) all other items are OPEN MARKET.



QUOTE

Quote Information

Quote Number	2405-1705	Quote ID	GA - Villa Rica - Raven 2.0 LC w/ Razor IIIA & Acc
Customer No.		Commencement Date	5/16/2024
		Expiration Date	8/30/2024

Quote Approval Status

Approved

Customer Information

Bill To Name	Armor Express	Ship To Name	Armor Express
Bill To	United States	Ship To	United States

Quantity	Product Code	Product	Description	Sales Price	Total Price
16.00	AETLCM4BLK515	M4 CHEST RACK - LASER CUT - SIZES:XS-SM OR MD-4XL - BLACK - FITS RAVEN 2.0, AETOS AND 519	M4 CHEST RACK - LASER CUT - SI	\$62.50	\$1,000.00
16.00	TLTKSLRZR3AG2	NEXT GEN 131-1 STRUCTURED DELTOIDS - BALLISTICS - RAZOR LEVEL IIIA - NIJ MODEL#: RZRG2-A-IIIA-FEM	STRUCT DELT RZR 3A G2	\$819.19	\$13,107.04
16.00	TNGDTBLK131-1	NEXT GEN 131-1 STRUCTURED DELTOIDS CARRIER - BLACK	NXTGEN DELTOID BLK 131-1	\$0.00	\$0.00
16.00	RESRZR3AG2	RAVEN 2.0 (MBAV) BALLISTICS - RAZOR LEVEL IIIA - NIJ MODEL#: RZRG2-A-IIIA	516 RAVEN 2.0 RZR 3A G2	\$1,070.00	\$17,120.00
16.00	RESLCBLK516LC	RAVEN 2.0 LASER CUT TACTICAL CARRIER WITH BODY ARMOR VENT ICE PANELS - BLACK - SIZES XS-4XL	RAVEN 2.0 LC BLK 516-LC	\$475.00	\$7,600.00
16.00	PLTUBIRZR3AG2	UBI DYNAMIC CUMMERBUND - BALLISTIC INSERTS (SET OF 2) - RAZOR LEVEL IIIA - NIJ MODEL#: RZRG2-A-IIIA	RZR 3A G2 UBI CMB INSERT (SET	\$323.68	\$5,178.88

Grand Total \$44,005.92

**Armor Express sources hard armor items from a number of manufacturers. These commercial products vary in size, shape, and weight, and may change without notice. Please verify these details if needed prior to placing order.*

***When exporting plates, helmets or shields outside of the USA, Export License and End User Certificate are required. Any items to be exported must be in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited*

Terms and Conditions

Shipping Method	FedEx / UPS Ground	Estimated Ship Date	45-60 days ARO
Prices are FOB	Eden, North Carolina		
Terms	Net 30		



For Questions Contact - Email: Sales@armorexpress.com / Phone: (866) 357-3845

To assure proper pricing, write Quote Number on all purchase orders utilizing this quote.



SWAT Command Decision-Making and Leadership I

5
DAYS

This course is also offered ONLINE.

This course is designed to expose police SWAT Team Commanders and Supervisors to contemporary SWAT issues, tactics and procedures. Topics include major incident debriefs; leadership issues, emotional intelligence, justifying SWAT; the use of SWAT Teams; SWAT standards and professionalism; contemporary SWAT issues and concerns; SWAT and the media; selection, training, discipline and removal of supervisors and team members; crisis negotiations considerations; tactical operation center considerations; operational planning; weapons and equipment selection; legal issues and considerations; critical incident management; barricade and hostage procedures; warrant service planning and procedures; and much more.

DOWNLOAD COURSE DETAILS AND
LOGISTICAL REQUIREMENTS

DOWNLOAD COURSE
MARKETING FLYER

STUDENT
TESTIMONIALS

COURSE ELIGIBILITY

Sworn Law Enforcement

UPCOMING SCHEDULED COURSE						REGISTER
COURSE NUMBER	COURSE START DATE	DEADLINE	FEES	LOCATION	INSTRUCTOR	
20242160	7/8/2024	6/7/2024	Members: \$724.00 Non-Mem: \$779.00	Vero Beach, FL	Young, Billi	REQUEST QUOTE REGISTER
20241890	6/10/2024	6/10/2024	Members: \$724.00 Non-Mem: \$779.00	Council Bluffs, IA	Murphy, Dan	REQUEST QUOTE REGISTER
20243380	6/24/2024	6/17/2024	Members: \$724.00 Non-Mem: \$779.00	Winnipeg, MB	Hancock, Shawn	REQUEST QUOTE REGISTER
20240980	7/22/2024	6/21/2024	Members: \$724.00 Non-Mem: \$779.00	Webb City, MO	McDuffie, Ralph	REQUEST QUOTE REGISTER
20242890	7/15/2024	7/10/2024	Members: \$724.00 Non-Mem: \$779.00	Chandler, AZ	Selleg, Jeff	REQUEST QUOTE REGISTER
20242180	9/9/2024	8/9/2024	Members: \$724.00 Non-Mem: \$779.00	Rockwall, TX	Hancock, Shawn	REQUEST QUOTE REGISTER
20242390	9/16/2024	8/16/2024	Members: \$724.00 Non-Mem: \$779.00	Roanoke, VA	Schaeffer, Rod	REQUEST QUOTE REGISTER
20243560	9/16/2024	8/16/2024	Members: \$724.00 Non-Mem: \$779.00	Sevierville, TN	Young, Billi	REQUEST QUOTE REGISTER
20241960	9/23/2024	8/23/2024	Members: \$724.00 Non-Mem: \$779.00	Bellevue, WA	Brambila, Jon	REQUEST QUOTE REGISTER
20242850	9/30/2024	8/30/2024	Members: \$724.00 Non-Mem: \$779.00	New Berlin, WI	McDuffie, Ralph	REQUEST QUOTE REGISTER



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Commerce Drive and Georgia Hwy 78
Design Proposal for Right-In Right-Out Intersection Configuration

AGENDA DATE: October 8, 2024

DATE PREPARED: September 29, 2024

PREPARED BY: Bobby C. Elliott, P.E.

AMOUNT: \$23,650.00

GL ACCOUNT #: 100-1320-521200

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PUBLIC HEARING:

PURPOSE: The purpose of this item is to discuss an engineering design to make the intersection of Commerce Drive and Georgia Hwy 78 a right-in / right-out for vehicular traffic. This is a discussion item as it was tabled from a previous meeting to gather additional information from GDOT regarding future improvements in this area.

BACKGROUND: For years traffic traveling westward on Hwy 78 trying to turn into Commerce Drive has held up traffic sometimes back to the intersection of Hwy 61. There have been many traffic accidents that have occurred trying to make these turning movements. GA DOT has even asked the City to consider changing the configuration of this intersection to a right-in / right-out. Georgia and West Engineers has given the City a proposal to design this intersection as a right-in / right-out to GA DOT specifications. Please find their proposal attached. Total proposal price is for \$23,650.00. This is for the engineering design only and doesn't include the cost of construction. An estimated cost of construction can be determined once the design is complete.

This item was presented at the October 2024 Council work session; however, it was tabled at that time pending additional conversations with GDOT about future plans for the Round-a-bout at Hwy 78 and Hwy 61. The City received a copy of the plan, and the future improvement includes a round-a-bout with a median extension through this intersection and a right-in/right-out for vehicular traffic at this intersection.

This improvement project is scheduled for bid in March 2027 and is not considered eligible for "emergency response" funding with GDOT. Furthermore, GDOT will support a permit should the City determine to move forward with design and construction but will not fund this portion of the improvement as it will be too close to the March 2027 project start date.

STAFF RECOMMENDATION: Staff recommends denial of this agenda item.

IMPACT: General Fund

MOTION: I move to deny the proposal from Georgia and West Engineers to design the right-in / right-out configuration of the Commerce Drive and Georgia Hwy 78 intersection for the price of \$23,650.00.

September 11, 2024

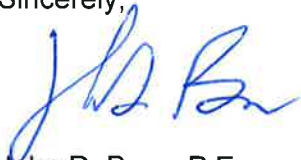
Bobby Elliott
City of Villa Rica
571 W. Highway 78
Villa Rica, GA 30180

RE: COMMERCE DRIVE RIGHT IN/RIGHT OUT DESIGN AT HIGHWAY 78

Dear Sir:

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

Sincerely,



John D. Bass, P.E.
President

Enclosure

September 11, 2024

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

RE: COMMERCE DRIVE RIGHT IN/RIGHT OUT DESIGN AT HIGHWAY 78

Dear Sir:

Georgia and West, Inc. is pleased to submit this proposal for services, which consists of civil engineering and surveying services to modify the Commerce Drive intersection with Highway 78 to a right in/right out with pedestrian accommodations.

We understand that our fee is to include the stewarding of documents through the Georgia Department of Transportation (GDOT) in an effort to assist the Owner in securing a permit.

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

Our firm will provide services in accordance with the following:

SURVEYING

Georgia and West, Inc. will perform a field-run topographic survey of the project site. Underground utilities identified on the ground by a Georgia Utilities Protection Center (811) locate will be included in the survey. Georgia and West, Inc. will not be liable for utilities shown or not shown. Further, Georgia and West, Inc. makes no guarantee that any or all underground utilities will be identified by the locate request nor the accuracy of the location. This service is being provided for the convenience of the client in an effort to assist with land planning efforts.

Boundary, topography, and utility surveys are to be in accordance with Georgia Plat Laws and the "Terms and Conditions" of this contract.

DESIGN DEVELOPMENT

Georgia and West, Inc. will provide a preliminary intersection design of the proposed right in/right out. This plan will reflect layout considerations, proposed grading and storm drainage modifications (if any). The plan will also show any additional right of way or easements required for the intersection modifications. Upon completion of the preliminary design, we will meet with you for a thorough discussion of the proposed intersection. We will make requested changes based on the discussion. After these changes have been made and mutually agreed upon, it will become the basis for the detailed design. Any changes after approval of the preliminary submittal will be charged at hourly rates attached to this proposal.

CONSTRUCTION DOCUMENTS

We will prepare Construction Documents of the Design Development Plan. The document package will include the following:

- A. Demolition Plan;
- B. Intersection Construction Plan (including proposed grading plan);
- C. Intersection Sight Distance Plan & Profile;
- D. Storm Drainage Plan & Profile of modified storm sewer (if required);
- E. Utility Relocation Plan (if required);
- F. Erosion Control Plan and Details;
- G. Construction Details.

The drawings will be prepared in accordance with the GDOT requirements for submittal for a Permit. We will submit the package to GDOT for Plan Review, and after receipt of comments, we will expedite the necessary revisions in order to obtain a Permit.

NPDES PERMITTING

It is understood that this project will disturb less than one (1) acre. Therefore, NPDES Permitting is EXCLUDED.

BID ASSISTANCE

Georgia and West, Inc. will assist the client with procuring bids for the project. The following items are included in this service:

- A. Assist City with preparing bid advertisement and bid documents (City to draft documents, Georgia and West, Inc. to provide information, review documents, and suggest changes where applicable);
- B. Attend pre-bid meeting;
- C. Respond to bidder questions;
- D. Review bids and provide recommendation to City.

CONSTRUCTION ADMINISTRATION – CIVIL

The following services are included during the Construction period:

- A. Attend Pre-Construction Meeting;
- B. Submittal Review;
- C. Resolution of Discrepancies;
- D. Interpretations and Information Transmissions;
- E. 2 Site Visits during construction;
- F. Final Inspection with punch list and follow-up inspection.

REIMBURSABLES

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

EXCLUSIONS

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

- 1. Subsurface Investigation/Geotechnical Engineering;
- 2. Communication, Power, or gas line relocation design (we will coordinate relocations necessary with utility owners);
- 3. Landscape design; Tree Protection design and inventory;
- 4. Retaining wall design;
- 5. Research to determine the exact location of existing utilities;
- 6. Bid documents and Project Specifications Manual (will assist City with preparing documents);
- 7. Revisions to the contract documents after approval by permitting authorities;
- 8. Revisions to the plans during construction due to unforeseen conditions;
- 9. As-built drawings and certifications;
- 10. Legal descriptions;
- 11. Construction supervision/management;
- 12. Construction staking;
- 13. Variance consultation, including stream buffers;
- 14. Stream/Wetland Delineations, Permits for Stream/Wetland impacts, including Nationwide Permits, Individual Permits and Mitigation Plans;
- 15. Environmental assessment;
- 16. Traffic impact or signal warrant studies;
- 17. Preliminary and/or Final Platting with Local Jurisdiction;
- 18. Recording of deeds and/or plats with local Clerk of Court;
- 19. NPDES Permitting;
- 20. Revisions or updates to erosion, sediment, and pollution control plans during construction, and
- 21. Meetings beyond those specifically identified in this proposal.

ADDITIONAL SERVICES

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

TERMS AND CONDITIONS

1. STANDARD OF CARE

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

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

2. RISK ALLOCATION

Many risks potentially affect Georgia and West, Inc. by virtue of entering into this Agreement to perform professional services on behalf of Client. The principal risk is the potential for human error by Georgia and West, Inc. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with Georgia and West, Inc. liability Client agrees to limit Georgia and West, Inc.'s liability to Client and to all other parties for claims arising out of Georgia and West, Inc.'s performance of the Services described in this Agreement. The aggregate liability of Georgia and West, Inc. will not exceed \$25,000.00 or the amount of Georgia and West, Inc.'s fee, whichever is greater, for negligent professional acts, errors or omissions. The limit of professional liability can be increased to a maximum of \$1,000,000.00 upon Client's written request made prior to the performance of Georgia and West, Inc. services under this agreement provided that Client agrees to pay an additional 10 percent of the total liability requested to the understood prior to commencement of work. The additional charge is because of the greater risk assumed and is not a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless Georgia and West, Inc. from and against all liabilities, including liability to any third parties, in excess of the monetary limits established above.

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

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

3. DISPUTE RESOLUTION COSTS

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

4. SITE ACCESS AND SITE CONDITIONS

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

Client is responsible for accurately providing the locations of all subterranean structures and utilities and wetland sensitive areas. Georgia and West, Inc. will take reasonable precautions to avoid known subterranean structures and wetland sensitive areas. Client waves any claim against Georgia and West, Inc., and agrees to defend, indemnify, and hold Georgia and West, Inc. harmless from any claim or liability for injury or loss, including all reasonable attorneys fees and costs of defense, arising from damage done to subterranean structures and utilities, and, unless Georgia and West, Inc. has been contracted to delineate wetland areas on the site, to wetland sensitive areas not identified or accurately located. In addition, Client agrees to compensate Georgia and West, Inc. for any time spent or expenses incurred in defense of any such claim, with compensation to be based upon Georgia and West, Inc.'s prevailing fee schedule and expense reimbursement policy.

5. SAFETY

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

6. MONITORING

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

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

7. SAMPLING OR TEST LOCATION

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

8. ENVIRONMENTAL

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

A. Discovery of Unanticipated Hazardous Materials

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

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

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

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

B. Endangered Species

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

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

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

9. TERMINATION

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

10. OWNERSHIP OF DOCUMENTS

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

11. EXCHANGE OF ELECTRONIC MEDIA

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

12. GOVERNING LAW AND SURVIVAL

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

13. SURVEY NOTES

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

14. UTILITY LOCATIONS

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

PAYMENT TERMS:

Compensation will be in accordance with the proposal referenced above. Invoices will be issued monthly. Client agrees to pay all charges not in dispute within 30 days of receipt of invoice and recognizes that charges not paid within 30 days are subject to late payment charge of 1.5 percent of the balance due for each additional month or fraction thereof that undisputed charges remain unpaid. Charges held in dispute will be called to the attention of Georgia and West, Inc. within 10 days of receipt of invoice. Client agrees to pay cost of collection, including reasonable attorney's fees, if invoices are collected by law or through an attorney. Client further agrees that Georgia and West, Inc. has the right to suspend or terminate service if undisputed charges are not paid within 45 days of receipt of Georgia and West, Inc. invoice and agrees to waive any claim against Georgia and West, Inc. and to indemnify, defend and hold Georgia and West, Inc. harmless from and against any claims arising from Georgia and West, Inc.'s suspension or termination due to Client's failure to provide timely payment.

Liens:

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

PROPOSAL ACCEPTANCE SHEET

DATE: September 11, 2024

PROJECT NAME: Commerce Drive Right In/Right Out Design at Highway 78

SERVICE		FEE
BOUNDARY & TOPOGRAPHIC SURVEY (SEE EXHIBIT SHOWING PROPOSED SURVEY LIMITS)	\$	9,000.00
DESIGN DEVELOPMENT (INCLUDES 1 DESIGN REVIEW MEETING)	\$	2,000.00
CONSTRUCTION DOCUMENTS	\$	5,900.00
BID ASSISTANCE	\$	2,250.00
CONSTRUCTION ADMINISTRATION	\$	4,500.00
TOTAL	\$	23,650.00

ADDITIONAL SERVICES

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

HOURLY RATES:

PRINCIPAL \$225.00/Hr.
SENIOR SURVEYING MANAGER..... \$140.00/Hr.
SENIOR ENGINEER..... \$140.00/Hr.
FIELD CREW..... \$140.00/Hr.
CIVIL TECHNICIAN \$110.00/Hr.
CLERICAL \$50.00/Hr.
Mileage \$0.58/Mi.
Archive Search Fee..... \$200.00
Electronic File – One Time License \$200-500
Direct Costs – Administrative Fee..... 15%

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

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

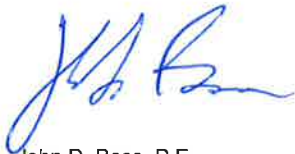
Please sign and return one (1) copy of the Proposal Acceptance Sheet as your authorization to proceed with the work and your acceptance of this proposal, and keep the other copy for your records. Upon your acceptance of this proposal, Georgia and West, Inc. and the client listed below shall have entered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

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

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

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

Sincerely,
Georgia and West, Inc.

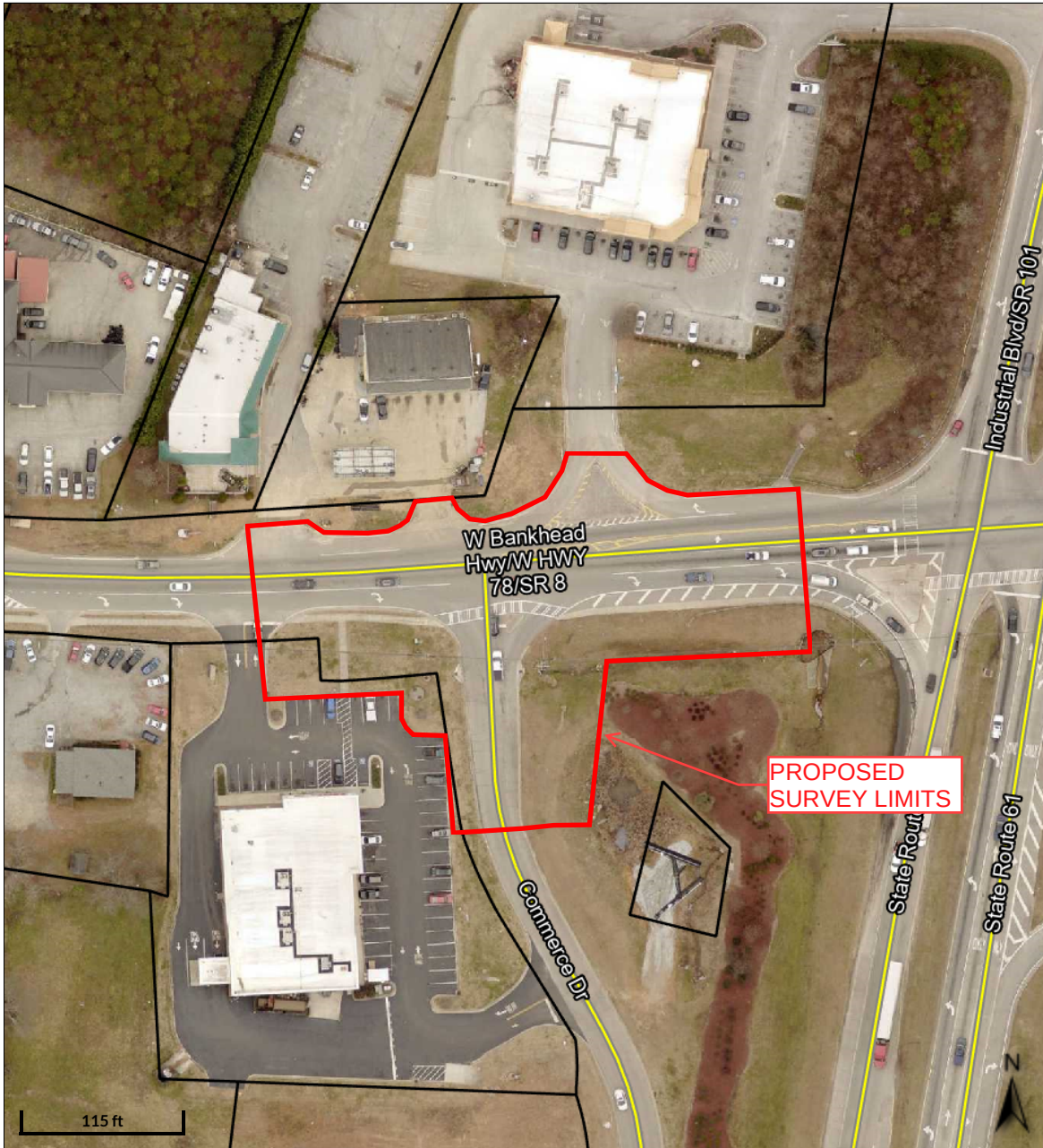


John D. Bass, P.E.
President

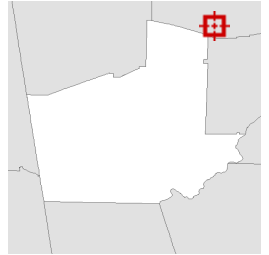
Accepted By: _____
Print or type individual, firm or corporate body name

Signature of Authorized Representative Title

Date: _____



Overview



Legend

-  Parcels
-  Roads

Date created: 9/11/2024
Last Data Uploaded: 9/10/2024 6:14:55 PM

Developed by  **Schneider**
GEOSPATIAL



EXISTING R/W & PROPERTY LINE

REQUIRED R/W LINE

EASEMENT FOR CONSTR & MAINTENANCE OF SLOPES

EASEMENT FOR CONSTR OF DRIVES

WETLANDS AND STREAMS DELINEATION

HISTORIC / ENVIRONMENT RESOURCE BOUNDARY

GDOT

Georgia Department of Transportation

Stantec

SCALE IN FEET

0 50 100 200

REVISION DATES

NO.	DATE	DESCRIPTION

CONCEPTUAL LAYOUT

SR 8 FROM ROCKY BRANCH RD TO SR 61

CHECKED:
BACKCHECKED:
CORRECTED:
VERIFIED:

DATE:
DATE:
DATE:
DATE:

DRAWING No.
CONCEPT-02



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Community Parking Lot E. Church Street & N Carroll Road
AGENDA DATE: 11//2024

DATE PREPARED: 10/24/2024
PREPARED BY: Hal Burch

AMOUNT: \$72,896.80
GL ACCOUNT #: 270-4210-541402
FUNDING SOURCE: TAD Fund
BUDGETED ITEM?

PURPOSE: The purpose of adding an additional parking area to Downtown is to accommodate the growing number of visitors to our Main Street area, which will enhance the overall experience of those visiting our local businesses and events. This expansion will alleviate parking congestion, reduce traffic, and make it easier for people to access our events and businesses. It will also promote a more organized and efficient parking management system, ensuring the safety and convenience of all attendees.

BACKGROUND: Historically parking has been a challenge during peak business hours and events in our downtown area. With the direction of our City Manager, our Streets Department immediately began construction of the old stock yard behind Villa Rica Police Department and has prepared the surface for paving.

Quotes received: HNC Construction \$86,349.00 2" Binder, 2" Topping & Striping
Magnum Paving \$77,365.62 2" Binder, 2" Topping & Striping
RP Paving \$87,685.31 2" Binder, 2" Topping & Striping
McIntosh Paving \$72,896.80 2" Binder, 2" Topping & Striping

STAFF RECOMMENDATION: To enter into agreement with Magnum Paving to complete asphalt work for a total of \$77,365.62. Magnum Paving is highly recommended & is a local Villa Rica company.

IMPACT: The improved parking situation will contribute to a safer environment for all attendees. With a more organized and efficient parking management system, the risk of accidents and other safety hazards will be reduced. This will create a more enjoyable experience for those attending local businesses and events, contributing to the overall vitality and well-being of the local community.

MOTION: I make a motion to contract with Magnum Paving for the sum of \$77,365.62 to apply 2" of asphalt binder, 2" of asphalt topping, & to stripe to plan.

McIntosh Specialty Services LLC

1656 US-27 North
Carrollton, Georgia 30117



Certified Drug Free Workplace



Customer: Villa Rica

Address: 571 West Bankhead Hwy Villa Rica

PROPOSAL – WORK ORDER

(PROPOSALS MAY BE WITHDRAWN IF NOT APPROVED WITHIN 30 DAYS)

Project Location: WIC Parking Lot

Phone: 770-550-1415 EMAIL: HBURCH@VILLARICA.ORG

Item	Description	Unit	Unit Price	# Units	Total
1	Pave WIC parking lot on owners properly prepared base. Approximately 2,273 sq yd Place 2" 19mm binder asphalt Place 2" 9.5mm topping asphalt Stripe per drawing	Lump Sum	72,896.80	1	72,896.80

- Although our work is performed using quality materials, high construction standards and our goal is to exceed customer expectations, if there are permits or specifications for this project, they must be furnished to McIntosh prior to our proposal.
- The Prices shown above include our labor, and equipment and materials unless otherwise noted.
- McIntosh Specialty Services LLC (McIntosh) presently schedules work several weeks in advance. If the timing of your work is critical, discuss this with us and we will do our best to help meet important timelines.
- McIntosh invoices the actual work units performed, unless otherwise noted such as "Lump Sum". The units shown in our proposals may be estimated and while generally accurate, there may be differences, more or less, with the actual numbers of units and these actual units will be invoiced.
- The prices quoted in this proposal are based on the award of all items quoted unless specified otherwise. Pricing for specific items or groups of items can be provided upon request.
- The "Customer" (above), represents themselves as the owner or owner's authorized agent to approve this agreement, including the work described above, at the location shown, guaranteeing that McIntosh will receive timely payment in full for our work.
- Payment is due upon completion of work and receipt of invoice. No "Pay when Paid" or similar payment delay provisions is allowed. Interest will be charged at 18% API or the maximum rate allowed by law starting 10 days after the payment due date. Late payments will also incur any collection costs, including legal fees, related to collection efforts of late payment(s).
- ***Payment by credit or debit card requires a processing charge of 3%.
- Proposals are subject to correction.
- As the result of direction by the customer, verbally or otherwise, if this work proceeds, this Proposal shall become a "Work Order" with the mutual agreement that all information contained in this Proposal shall apply, including its incorporation into any contract or other similar agreement related to this work. This Work Order shall continue to supersede any conflicting points of other agreements even if dated they are postdated.

This Proposal excludes the following items unless they are specifically noted above as being included:

- Permitting
- Surveying / Construction layout
- Soil & Material Testing
- Bid, Payment or performance bonds
- Adjusting or relocating public or private utilities
- Soil and water related environmental controls
- Remediation of soft or unstable subgrade
- Landscaping

Warranty:

- For a period of 12 months following the completion of the pay items listed above, McIntosh will address any workmanship or material failures, subject to inspection and approval by McIntosh. Damage resulting from excessive loading, roots, excavations, poor quality or insufficiently compacted fill, sub-base or base, or existing pavement that was not properly installed or repaired as a part of this quote is not covered under our warranty.

Offered by: John Lightner

Printed: John Lightner

Date: 10/24/2024

Accepted by: _____

Printed: _____

Date: _____

HNC Construction LLC.
P O Box 654
Villa Rica, GA 30180 US
(404) 719-8372
hncconstructionco@gmail.com



Estimate

ADDRESS

City of Villa Rica
WIC Office parking lot
E. Church St. & N. Carroll St.
Villa Rica, Ga. 30180

ESTIMATE # 1373

DATE 10/22/2024

ACTIVITY	QTY	RATE	AMOUNT
Asphalt installation Prepare 2277 sq. yds. for new pavement section of 2" + 2". Fine grade and compact remaining sub-base . Pave total area with 2" of 19mm binder asphalt over the 2277 sq. yd. area and compact. Install a liquid tack coat over the binder surface and place an additional 2" of 9.5mm surface asphalt and compact. SY	2,277	37.00	84,249.00
Striping Stripe lot according to plans shown. LS	1	2,100.00	2,100.00
Additional Notes Price does not include repair or replacement of any unstable sub-base materials. A proof roll is to be performed and provided by the Owner in our presence prior to mobilization.	1	0.00	0.00
TOTAL			\$86,349.00

Accepted By

Accepted Date



PROPOSAL

2271-1

JOB NAME AND ADDRESS

**Church Street Parking Lot
East Church StreetE Church St
Villa Rica, GA 30180**

PREPARED FOR

**City of Villa Rica
(770) 459-3440
(678) 785-0093
571 W. Bankhead Hwy.
Villa Rica, GA 30180**

CONTACT

**Hal Burch
hburch@villarica.gov**

CHURCH STREET PARKING LOT **PROPOSAL**

10/24/2024

ADDRESS

125 BAKER INDUSTRIAL CT
VILLA RICA, GA
30180

TELEPHONE

SALESPERSON

BRINSON ROLAND

EMAIL

BRINSON@MAGNUMPAVINGGA.COM

PROPOSAL

Dear Hal Burch,

We're proud to offer premier full-service paving services for commercial, municipal, and industrial projects throughout the Southeast. for many years. Our focus is to provide unmatched quality with a personal touch and attention during your full project experience. We stand behind our work and will be available to you throughout your project. We are grateful for the opportunity to provide you with this quote for your project and our team stands ready to do whatever it takes to ensure you have a remarkable experience from bid to completion.

Please don't hesitate to call me directly to discuss any facet of this project plan.

Brinson Roland

brinson@magnum pavingga.com



[Link to Project Photo Gallery](#)

[Link to Customer Reviews](#)



PROPOSAL

HEAVY DUTY PAVE

Install **2,278** square yards to a depth of **2.00** inches.

- Furnish and Install 2" of 19mm Binder
- Furnish and Install 2" of 9.5mm Topping

Price: \$73,865.62

STRIPING

Price: \$3,500.00

TOTAL PRICE OF THIS PROPOSAL AS PRESENTED:

\$77,365.62



AGREEMENT

The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of the date of this Proposal. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by the purchaser as though a written change order were approved and signed by both parties.

Magnum Paving proposes to furnish material and labor to perform the work outlined herein for the sum of:

\$77,365.62, SEVENTY-SEVEN THOUSAND, THREE HUNDRED SIXTY-FIVE DOLLARS AND SIXTY-TWO CENTS

Payment is to be made as follows: • 100% upon completion

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached, and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for the return of the original documents to us.

Sincerely,

Brinson Roland,
brinson@magnumpavingga.com

Accepted: The above-proposed terms and conditions, including price and payment terms, are satisfactory and hereby accepted. **Magnum Paving** is hereby authorized to proceed with the work specified.

Purchaser: _____ Title: _____

Printed Name: _____ Date: _____

TERMS & CONDITIONS

- These Terms and Conditions are by and between Magnum Paving a Pave America company, (hereinafter the "Contractor"), and the front-side "Purchaser", (hereinafter the "Purchaser").
- All stone, asphalt, and concrete depths indicated are to be interpreted as average depths prior to compaction. Actual Asphalt Repair depth regardless of depth specified on the front will only go to the stone base or specified depth whichever is less. • Drainage is not guaranteed on areas having less than 2% grade.
- If the contract is canceled by Purchaser prior to commencement of work, Purchaser will pay Contractor twenty percent (20%) of the total contract price.
- Unit prices, if specified, shall apply to all extra work performed beyond the original scope, if such work can be performed at the same time Contractor is working at the site on original items of work. The contractor reserves the right to renegotiate the terms and conditions, including price if it must move any equipment back to the site to perform additional work. The contractor will be under no obligation to perform any extra work.
- All proposals are based on the existence of a workable sub-base layer of at least four (4) inches. It shall not be the Contractors responsibility to check the sub-base unless it is specified and paid for in the contract. The contractor shall not be responsible for consequences of sub-base deficiency or failures, including but not limited to damages or inability to perform work due to poor compaction, underground springs, buried materials, grade failures, etc.
- Each phase of work will be billed upon completion of that phase. Purchaser agrees to pay all invoices within 15 days of the invoice date. All amounts unpaid by the due date shall bear interest at the rate of 1.5% per month until paid. If full payment (including aforementioned late charges) has not been received by Contractor within 45 days of substantial completion, all of Purchasers warranty rights hereunder will be forfeited and automatically become void and Contractor shall be excused from further performance of work under this proposal, or any other contract with Purchaser and all amounts then due and owing, including retainage, shall become immediately payable
- The pricing contained herein is based on all work being completed within 30 days of the date of this proposal unless otherwise agreed in writing. The terms for doing any work after this date may, at Contractor's option, be renegotiated between Contractor and Purchaser. To the extent Contractor has performed any work within 30 days of the date of this proposal, Contractor shall be compensated for all such work under the terms and conditions and including price as set forth in this proposal, including retainage, together with any costs incurred as a result of Purchaser's delay in completion of the work. Purchaser agrees to compensate Contractor for ALL reasonable costs (and associated overhead and profit) for delays incurred completing the work.
- Purchaser shall not prematurely subject the work to any type of traffic; loads in excess of the design capacity before proper cure, or in a manner which may damage the work. The contractor is not responsible for graffiti, tire tracks, animal or human footprints, etc., on finished concrete/asphalt.
- Although the contractor will endeavor to cooperate fully with the progress of the work, it reserves the right to delay the start of work until the entire area of the job is ready to be poured, paved, or sealed. Unless otherwise noted, the total price is based on one move-in and complete access to work areas at the time of move-in. Purchaser agrees to pay Contractor \$2,500.00 for each additional move-in. The removal of vehicles from the work site is the sole responsibility of the Purchaser. Damage to vehicles left on the worksite is the responsibility of the Purchaser. The contractor is not responsible for crackfill that adheres to tires. The contractor is not responsible for overspray on vehicles, curb and gutter, and all structures within 50 feet of the edge of the parking lot and or area being sealed or treated.
- Contractor shall not be bound to any construction schedules unless agreed to in writing by Contractor. If no schedule is established, the Contractor will undertake the work in the course of its normal operating schedule.
- Purchaser to ensure all existing surfaces shall be in a condition suitable to receive any work to be performed by Contractor. Purchaser shall provide potable water and electrical source at no expense to Contractor. The contractor is not responsible for tire marks on asphalt and or concrete. The contractor is not responsible for damage to landscaping and sidewalks due to required access by trucks and or equipment. The contractor is not responsible for damage to existing asphalt pavement due to weak, unstable, non-compacted, or wet sub-base materials. The contractor is not responsible for damage to surrounding concrete due to the vibration of jackhammers and equipment.
- To the extent that the work is dependent upon the work of other contractors or subcontractors, the Contractor shall not assume responsibility for any defect, deficiency, or non-compliance in such other work.
- Purchaser is responsible for getting all "private" (non-public) utilities, including wells and septic system elements, underground sprinklers systems, electrical wiring, etc marked by an independent utility locator prior to the commencement of work. All specifications and the work estimate are conditioned on all private utilities not being disturbed or changed by modifications needed to accommodate private utilities not disclosed to the Contractor previously. Any damage caused to private lines during construction is the sole responsibility of the Purchaser unless previously marked by an independent utility locator. Purchaser is responsible for all damage to existing structures and facilities, including underground facilities, caused by equipment necessary to carry out the work.
- Contractor will not be responsible for the construction or material failures or delays in construction caused by any factor beyond its control, including, but not limited to, delays or failures caused by weather, acts of God, delays in transportation, acts of suppliers, and subcontractors, acts of the Purchaser, Owner or its separate contractors, fuel or raw material shortages, plant failures, or any other cause beyond its control.
- Unless stated in writing on this proposal, all engineering and testing, subgrade stabilization (undercut), excavation, utilities, adjustment of underground facilities, manholes, water valves, or underground structures, striping, landscaping, permits, bonds, government approvals, damage to existing asphalt and concrete and landscaping shall be Purchaser's sole responsibility. Purchaser agrees to indemnify, protect, and hold Contractor harmless from any and all damages, expenses, and attorneys fees suffered or incurred on account of Purchaser's breach of any obligation or covenant of this proposal.
- Unless stated in writing on this proposal, there shall be no warranties, express or implied, in connection with any material or service furnished under this proposal. All consequential damages are excluded.
- In the event that Contractor retains an attorney to recover any amount due under this agreement, the Purchaser agrees to pay all attorney fees, court costs, and costs of collection incurred by Contractor.
- Purchaser will, prior to Contractor leaving the job site, arrange for an authorized representative or agent of the Purchaser to inspect completed Contractor work in the company of a Contractor representative. Purchasers' failure to inspect the job site as above will signify acceptance of work performed by Contractor and agreement to pay the bill in full within fifteen (15) days.

RP Paving Solutions, LLC

106 Three West Parkway
Villa Rica, GA.30180

Office Phone: 678-840-4088

PROPOSAL

Date: Proposal No.:

10/16/2024

26674

Customer Name / Address:

City of Villa Rica
571 Bankhead Hwy
Villa Rica, GA 30180

Phone: 770-459-3471

Job Name / Location:

Project Manager Contact Info.:

Brad Cruse

Due to the recent volatility of the crude oil market, prices are subject to change prior to commencement of your project. Notification of any changes in pricing will be submitted prior to mobilization.

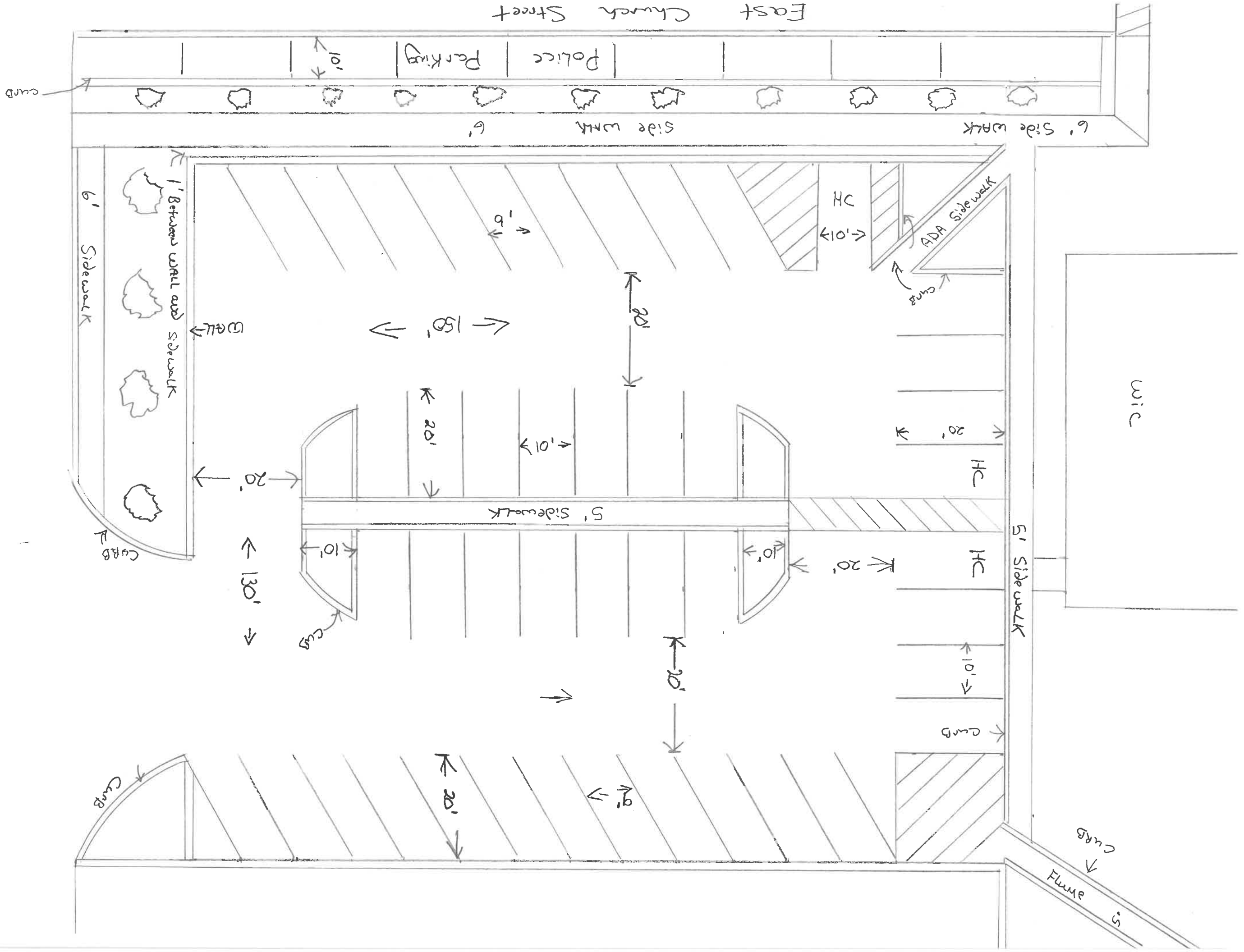
Item	Description	Qty/Yds.	Price	Total
Install Binder	North Carroll Parking lot After GAB is prepared by city and proof roll is good we will tack all vertical edges and install a compacted 2" layer of 19mm binder mix in 2267sy		42,488.85	42,488.85
Install Topping	Sweep surface free from any loose material and apply a liquid tack coat. Install a compacted 2" layer of 9.5mm surface mix in 2267sy		44,246.46	44,246.46
Layout & Stripe Per Plan	Layout and stripe per plan.		950.00	950.00
Project Total:			\$87,685.31	

This price is good for 30 days from date of proposal, after that, price is subject to change. RP Paving Solutions reserves the right to add 3.5% to the final invoice for any credit card payments as the price above is a cash price. RP Paving cannot warranty the application of any paint or thermoplastic products installed on concrete surfaces. Please contact a RP Paving Solutions representative for other discounts available.

Please sign below for acceptance:

Sign Here: _____

North Carroll St.





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Low Pressure Sewer Systems
AGENDA DATE: November 12, 2024

DATE PREPARED: October 17, 2024
PREPARED BY: John Bain

AMOUNT: N / A
GL ACCOUNT #: N / A
FUNDING SOURCE: N / A
BUDGETED ITEM? N / A

PURPOSE: To include testing requirements of low pressure sewer system installations to the City's Development Regulations.

BACKGROUND: Current development projects include the installation of low pressure sewer systems in areas not feasibly accessible by gravity sewer. These low pressure systems allow for the development of parcels that are at lower elevations than the gravity sewer system by using residentially owned pump stations to pump to the gravity system.

The installation of these systems warrants the inclusion of inspection and testing methods to be performed by the contractor and witnessed by staff. The recommended inclusion would be item 'D' in section 405.7, and is as follows:

405.7

D. Low Pressure Sewer Pump Systems

1. Hydrostatic Testing
 - A. All pressure and leakage test shall be performed in accordance with the latest edition of AWWA C600. Leakage test shall be conducted simultaneously with the pressure test. The duration of the test shall be 2 hours and during the test the main or section of main under test shall be subjected to a pressure of 35 psi based on the lowest point in the line or section under test, and connected at that elevation to the test gauge. Test pressure shall not vary more than 5 psi for the duration of the test. Testing allowance shall be defined as the quantity of makeup water that must be supplied into the newly laid pipe or any valved section thereof to maintain pressure within 5 psi of the test pressure after the pipe has been filled with water and the air has been expelled. Testing allowance shall not be measured by a drop in pressure in a test section over a period of time. Testing allowance is defined as the quantity of water to be supplied into the newly laid pipe or any valved section thereof, necessary to maintain the specified leakage test pressure after the air has been expelled and the pipe has been filled with water at the test pressure. No pipe installation will be accepted until the testing allowance is less than the number of gallons per hour as determined by the formula.

$$L = \frac{S \times D \times P}{133,200}$$

L = testing allowance (makeup water) in gallons per hour

S = the length of pipe tested in linear feet

D = the nominal diameter of the pipe in inches

P = the average test pressure during the hydrostatic test in psi (gauge)

- B. Should any test of pipe laid disclose leakage greater than the above specified, the Contractor shall at his own expense locate and repair the defective joints until leakage is within the specified testing allowance. All visible leaks shall be repaired regardless of the allowance used for testing. Line shall be retested until Testing Allowance requirement are within the allowable leakage. All additional testing shall be at the Contractors expense.

STAFF RECOMMENDATION: Staff recommends the approval of the recommended addition to Section 400 of the City's Development Regulations.

MOTION: I move to authorize the Mayor to approve the recommended addition to Section 400 of the City's Development Regulations to include testing requirements for low-pressure sewer systems.

D. Low Pressure Sewer Pump Systems

1. Hydrostatic Testing

- A. All pressure and leakage test shall be performed in accordance with the latest edition of AWWA C600. Leakage test shall be conducted simultaneously with the pressure test. The duration of the test shall be 2 hours and during the test the main or section of main under test shall be subjected to a pressure of 35 psi based on the lowest point in the line or section under test, and connected at that elevation to the test gauge. Test pressure shall not vary more than 5 psi for the duration of the test. Testing allowance shall be defined as the quantity of makeup water that must be supplied into the newly laid pipe or any valved section thereof to maintain pressure within 5 psi of the test pressure after the pipe has been filled with water and the air has been expelled. Testing allowance shall not be measured by a drop in pressure in a test section over a period of time. Testing allowance is defined as the quantity of water to be supplied into the newly laid pipe or any valved section thereof, necessary to maintain the specified leakage test pressure after the air has been expelled and the pipe has been filled with water at the test pressure. No pipe installation will be accepted until the testing allowance is less than the number of gallons per hour as determined by the formula.

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CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Shoreline Lift Station Redirect Change Order
AGENDA DATE: November 11, 2024

DATE PREPARED: October 30, 2024
PREPARED BY: John Bain

AMOUNT: \$ 140,000.00
GL ACCOUNT #: 505-4115-541400
FUNDING SOURCE: Water and Sewer
BUDGETED ITEM? Yes

PURPOSE: To approve a change order for the Shoreline lift station project for additional rock removal and drilling. While the initial project budget for FY24 was \$2,000,000, a redirect of the force main location and the cancellation of the lift station wet well construction reduced the initial project cost to \$1,006,800. The new force main route is in conflict with existing rock in the area, requiring a change order to drill and further remove rock from the pipe location.

BACKGROUND:

Shoreline Lift Station Redirect		Cost
FY24 project budget		\$ 2,000,000
Initial bid and approval	\$ 1,006,800	
Change Order		
Rock removal	\$ 90,000	
Rock drilling	\$ 50,000	\$ 1,146,800
Total amount under budget		\$ 853,200

STAFF RECOMMENDATION: Staff recommends approval of the change order, in the amount of \$140,000.00.

IMPACT: The approved change order will allow the contractor to continue the installation of the force main in the proposed route.

MOTION: I move to authorize the Mayor to execute the change order by Tim Grizzard and Associates, in the amount of \$ 140,000.00.

CONTRACT CHANGE ORDER		Date	10-28-24
		Project No.	2024-113
		Location	City of Villa Rica
To Grizzard & Associates, Inc. 2967 Mt Pleasant Rd Franklin, Ga 30217	Contract No.	1	
	Change Order No.	1	
You are hereby requested to comply with the following changes from the contract plans and specifications:			
Item No. (1)	Descriptions of changes - quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in contract price (3)	Increase in contract price (4)
	Additional Rock Removal Rock Drilling for Roadway Crossing		\$90,000.00 \$50,000.00
	Change in contract price due to this Change Order:		
	Total decrease	\$0.00	
	Total increase		\$140,000.00
	Difference between column (3) and (4)		\$140,000.00
	Net (increase) in contract price		\$140,000.00
The sum of \$ <u>\$140,000.00</u> is hereby (added to) the total contract price, and the total adjusted contract price to date thereby is \$ <u>\$941,088.00</u>			
The time provided for completion in the contract is (unchanged) (increased) by <u>0</u> calendar days. This document shall become an amendment to the contract and all provisions of the contract and all provisions of the contract will apply hereto.			
JUSTIFICATION FOR CHANGE		Modification to agreement to include additional trench excavated rock found on project and rock drilling for the crossing of Mirror Lake Parkway	
Recommended by	N/A		
	Architect/Engineer		Date
	Paul C. Simonton		10-30-24
Recommended by	Architect/Engineer		Date
Accepted by			10-31-24
	Contractor		Date
Approved by			Date
	Owner		

Grizzard & Associates, Inc.

2967 Mt. Pleasant Rd.

Franklin, GA 30217

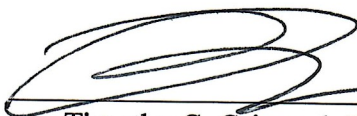
706-302-1576

Shoreline Lift Station and Forced Main Reroute and Upgrade

4500' of 10" PVC Installed Plus Tie-Ins	\$527,500
Saw Cutting, Asphalt Removal and Haul Off, Traffic Control, Air Relief Valve Installation (2 places)	\$85,000
Directional Bore Under Punkintown Road	\$65,000
Installation of New Sulzer Pumps and Electrical	\$125,000
Grassing and Erosion Control	\$15,000
Mobilization and Insurance	\$67,000
Total Labor and Material Excluding Pump Set	\$884,500.00
City Provided Pump Set (See Attached)	\$122,300.00

Assumptions:

City to furnish Sulzer Pump Set and Panels. Existing Generator is of adequate size to support the new station. Contractor to supply all ancillary electrical components to replace the existing pumps. New pumps to fit on existing rails and bases. No bypass pumping required. Contractor to provide all piping. No Payment and Performance Bond Required. This project adds an air release valve on the old section of force main where currently needed.



Timothy C. Grizzard, P.E.

July 31, 2024



Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

150 Dean Goss Dr, Jasper GA 30143

Telephone (706) 807-2383

TO:	Paul C. Simonton, P.E.	FROM:	Matthew Delong
BUS:	Simonton Engineering	PHONE:	770-315-1247
PHONE:	(912) 977-1502	DATE:	July 16, 2024
EMAIL:	paul@simontoneng.com	QUOTE:	0724-145
REF:	Villa Rica - Shoreline PS		

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

QTY DESCRIPTION

Duplex Pump Station Replacement to Include the Following:

- | | |
|-----|---|
| 2 | Sulzer XFP107J-CB2.205-PE430/2 Submersible Pump <ul style="list-style-type: none">• 57.7hp, 460v, 3ph; PE4B Frame• 49' of Cable• DP: 500 GPM @ 200ft TDH• Operating Point: 514.2 GPM @ 211ft TDH |
| 2 | 4" x 6" GRA w/ Integral Elbow, Dual, HD |
| 2 | Interm. Guide Bracket, Dual, 6" DI Pipe, 316SS |
| 2 | Upper Guide Rail Bracket, Dual, 316SS |
| 100 | 2" Guide Rail, 304SS |
| 48 | 1/2" Chain, 304SS (2 ea @ 24ft) |
| 4 | w/ 1/2" Rapid Links, 304SS |

***Note: The recommendation may be larger than the existing model, verify the clear opening and spacing per the included dimensional drawing. The recommended hatch opening/clearance for these pumps with standard HSI 6" pipe spacing (26" center-to-center) is 53" Wide x 32" Long.**

Lead Time: 17-22 Weeks

Duplex Control Panel

- | | |
|---|---|
| 1 | H.S.I Duplex Control Panel <ul style="list-style-type: none">• Includes Model ATS480 Soft Start by SQUARE D• Float-Switch Based Automatic Controls (Must Be Confirmed Prior To Placing Order)• Includes Small Heat Exchange for Closed-Loop Cooling |
| 4 | Mini Floats w/30' cables |

Delivery/Startup

Delivery Included
Start Up Included - Mileage / Labor

TOTAL PRICE: \$122,300.00

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.

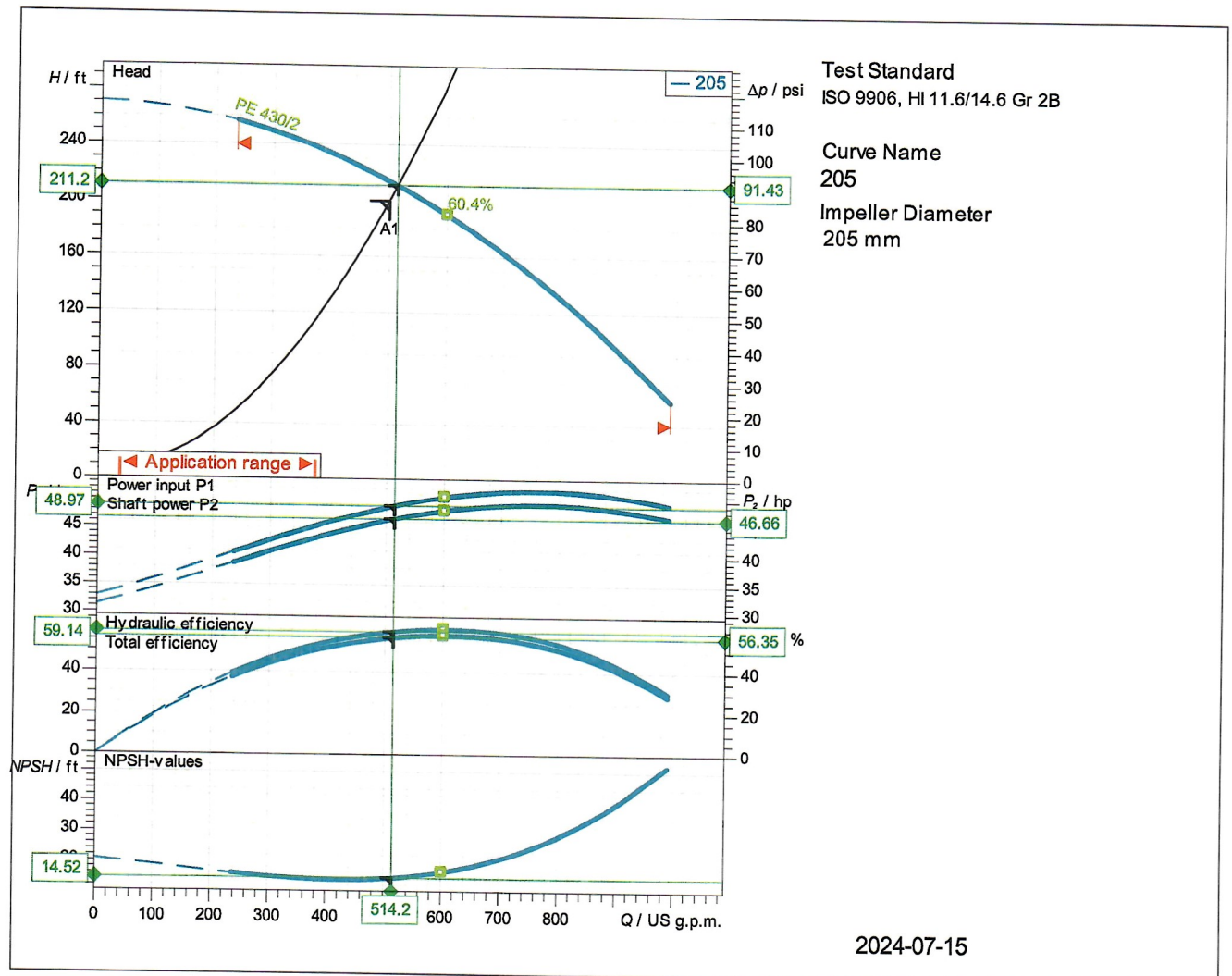
Matthew Delong
REVIEWED BY HSI REPRESENTATIVE

7/16/2024
DATE OF REVIEW

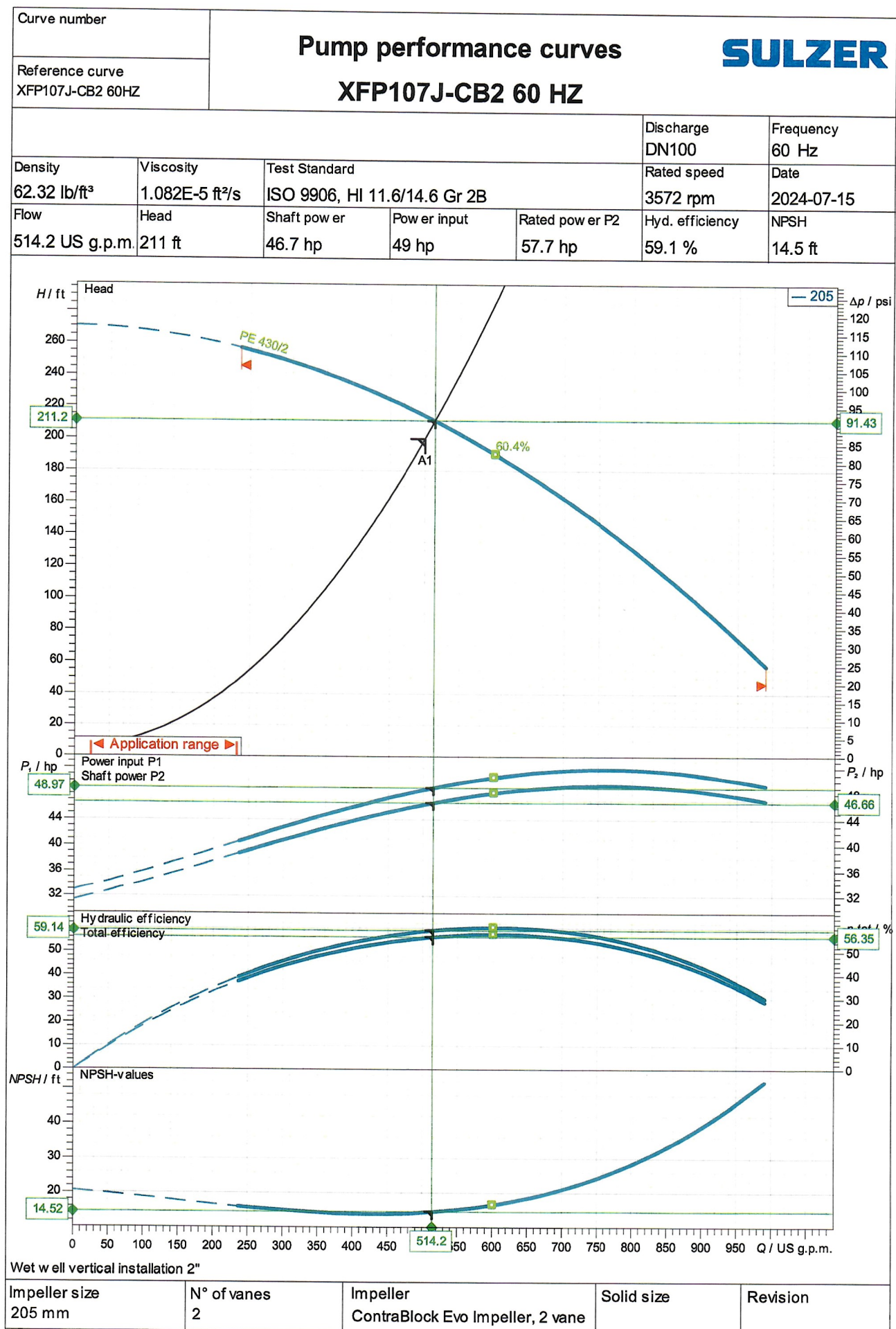
PURCHASER SIGNATURE

DATE ACCEPTED

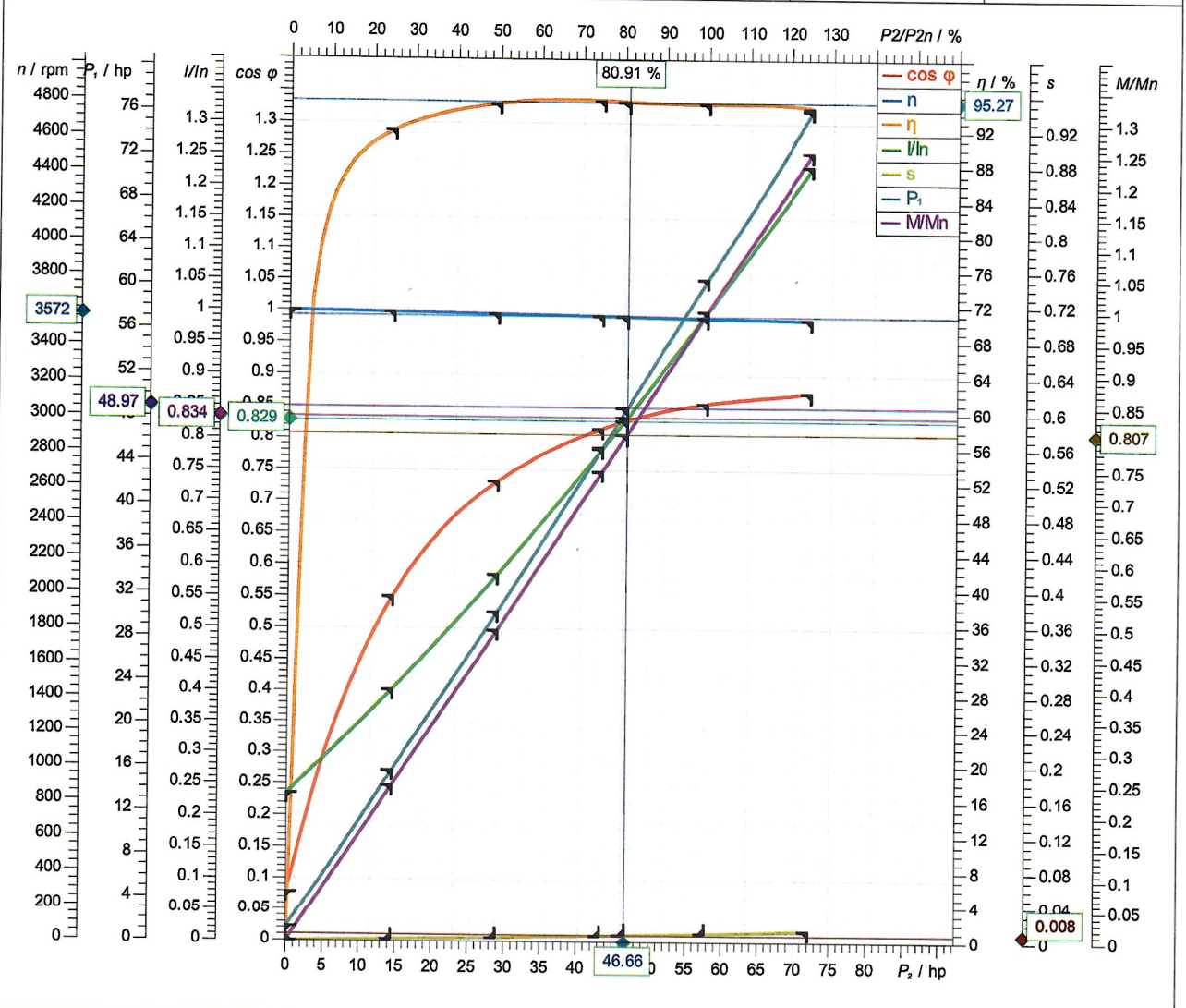
XFP107J-CB2 60 HZ



Operating data specification			
Flow	514.2 US g.p.m.	Power input	49 hp
Efficiency	59.1 %	Head	211 ft
NPSH	14.5 ft	Shaft power	46.7 hp
Temperature	68 °F	Fluid	Water
No. of pumps	1	Nature of system	Single head pump
Pump data			
Type	XFP107J-CB2 60 HZ	Make	SULZER
Series	XFP PE4-PE7	Impeller	ContraBlock Evo Impeller, 2 vane
N° of vanes	2	Impeller size	205 mm
Free passage		Suction flange	DN100
Discharge flange	DN100	Type of installation	Wet well vertical installation 2"
Moment of inertia	0.413 lb ft²		
Motor data			
Rated voltage	460 V	Frequency	60 Hz
Rated power P2	57.7 hp	Nominal Speed	3550 rpm
Number of poles	2	Efficiency	95 %
Power factor	0.856	Rated current	66.3 A
Starting current	458 A	Rated torque	85.3 lbf ft
Starting torque	217 lbf ft	Degree of protection	IP 68
Insulation class	H(140)	No. starts per hour	15



Rated power 57.7 hp	Service factor 1.15	Nominal Speed 3565 rpm	Number of poles 2	Rated voltage 460 V	Date 2024-07-15
------------------------	------------------------	---------------------------	----------------------	------------------------	--------------------



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P ₂ / hp	0	14.42	28.83	43.25	57.66	72.08
P ₁ / hp	1.318	15.67	30.34	45.35	60.65	76.19
I / A	15.61	26.66	38.8	52.01	66.31	81.68
cos φ	0.079	0.55	0.732	0.816	0.856	0.873
n / rpm	3600	3592	3584	3574	3565	3554
s / %	0.0009921	0.2181	0.454	0.7087	0.9823	1.275
M / lbf ft	0	21.08	42.26	63.55	84.97	106.5
η / %	0	92.01	95.02	95.37	95.08	94.6

Tolerance according to VDE 0530 T1 12.84 for rated power					
Starting current 458 A	Starting torque 217 lbf ft	Moment of inertia 5.66 lb ft ²	No. starts per hour 15		

No: 310 102 209 -00 | 2

Dat/Nam.: 01.03.2024 / BMcD

Cad Code: 310102209

Technical changes reserved
Änderungen vorbehalten
Sous réserve de modifications**XFP 107J-CB2**

Dimension sheet PE4 WET WELL Installation dual guide rail 2"

Maßblatt PE4 Nassinstallation Zwei-Rohrführung 2"

Plan d'encombrement PE4 installation submersible Double barre de guidage 2"

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							
PE350/2								
PE420/2								
	PE430/2	620	1364	665	1463	1492	58.7	B
	PE540/2							

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, chapter 1.5

Für abweichende Kabellänge siehe EBA, Kapitel 1.5

Pour des longueurs supérieures, voir la section 1.5 du manuel

For hex.-woodscrew 0,4*2,8 plug 0,5 DIA

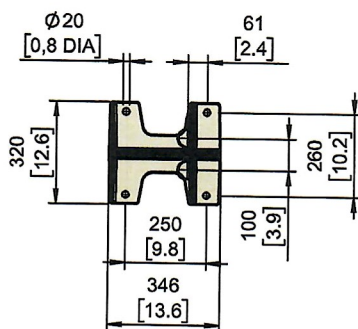
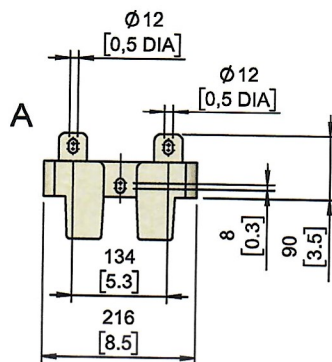
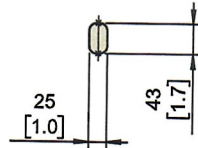
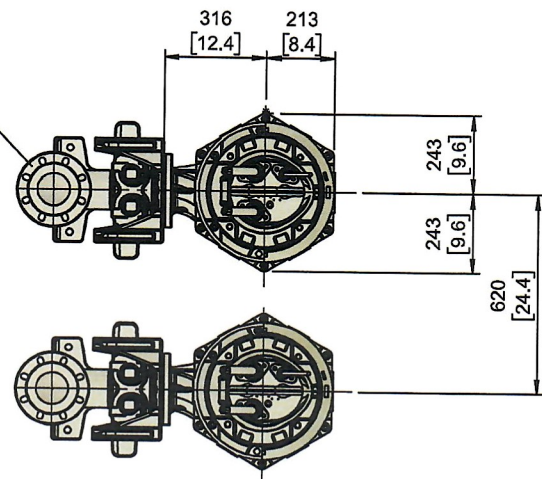
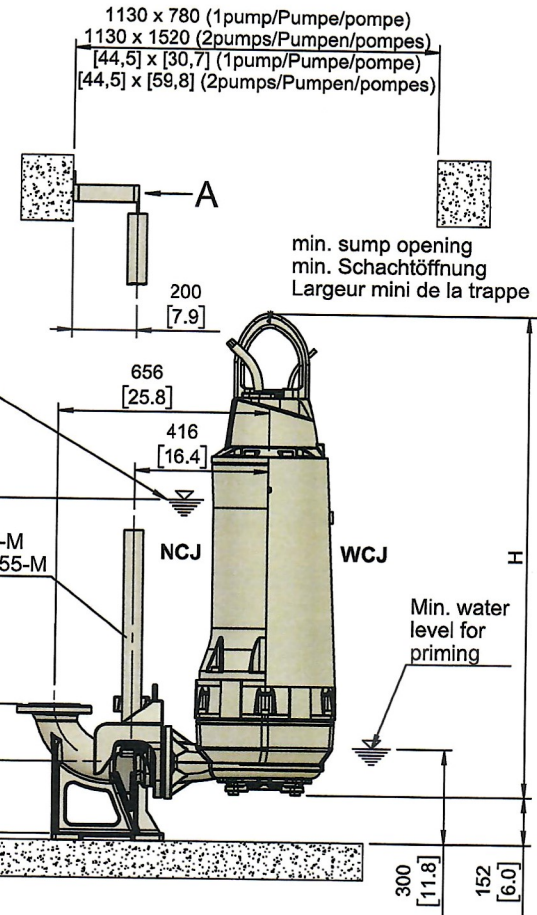
Für Skt.-Holzschr. 10*70 Dübel Ø12mm

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

Lifting hoop cross section
Fangbügel-Querschnitt
Section de l'anse de levageDN100, DIN EN 1092-2, PN16
4" ANSI B16.1 CLASS 125[mm
[inch]NCJ = Ohne Kühlmantel
Without cooling jacket
Sans enveloppe de refroidissementWCJ = Mit Kühlmantel
With cooling jacket
Avec enveloppe de refroidissement



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT:	High Service Pump 2 Replacement Pump
AGENDA DATE:	November 11, 2014
DATE PREPARED:	October 28, 2024
PREPARED BY:	Erin Lewis
AMOUNT:	\$27,535.00
GL ACCOUNT #:	505-4420-541400
FUNDING SOURCE:	Water & Sewer
BUDGETED ITEM?	Yes

PURPOSE: To replace the old high service pump (#2), impeller, and shaft. The shaft casing will be replaced with one that has bolting flanged sections for future removal and inspection.

BACKGROUND: The City's water treatment plant has three high service pumps, two of which are capable of pumping lower volumes than the third. These pumps can be operated alone or in tandem, allowing staff the ability to adjust the flow of finished drinking water to the system. During inspections issues were discovered with the shaft that connects the motor, pump and impeller. In order to resolve this issue, the pump assembly that includes the pump, shaft, impeller, and casing had to be removed from the clear well. Due to pipe configuration with the internal clear well, staff engaged the City's pump vendor, Hydra Service, Inc to pull the pump and associated parts for inspection and replacement. Upon removal and inspection it was determined that the pump and associated equipment would require replacement.

STAFF RECOMMENDATION: Staff recommends that we engage Hydra Service, Inc. to replace the high service pump, shaft, impeller and casing for the amount of \$27,535.00

IMPACT: The replacement of the third high service pump will provide continued reliability of delivery of water to the City's water distribution system.

MOTION: I move to authorize the Mayor to approve the purchase and replacement of a high service pump and all associated parts from Hydra Service, Inc. in the amount of \$27,535.00.



Hydra Service, 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:		DATE:	October 25, 2024
EMAIL:		QUOTE:	1482-rev1
REF:	VT replacement		

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

QTY	DESCRIPTION
-----	-------------

- | | |
|---|---|
| 1 | Simflo SW12L-5 OLS Bowl Assembly <ul style="list-style-type: none">•COS:550 GPM @ 300' – 1800 RPM•Top Bowl Discharge•Suction Bell• 1-3/16" 12 TPI• Stick up: TBD•8" x 1-3/16" Flanged OLS Column Assembly to meet 166.5" TPL• 8" .277 Flanged Column Pipe• 1-3/16" 416ss Line shaft, 304ss Couplings, 304ss Spider<ul style="list-style-type: none">• Lead time on Assembly: 6 - 8 wks |
|---|---|

Mshop - Measuring / Drawing

- H.S.I to discard customer's old pump

Customer Discharge Head

- SandBlasted and Painted

TOTAL FOR PUMP: \$24,450.00

Service Call to re-install

Mileage

Labor

SERVICE CALL TOTAL: \$3,085.00

TOTAL PRICE: \$27,535.00

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

October 25, 2024

DATE OF REVIEW

PURCHASER SIGNATURE

DATE ACCEPTED

Company: SIMFLO PUMP-FLO

Name:

Date: 10/23/2024

SIMFLO®**Pump:**

Size: SW12L (5 stage)
 Type: VERTTURBINE
 Synch Speed: 1800 rpm
 Curve: SW12L.05.O.4646.1022
 Specific Speeds:
 Dimensions:
 Vertical Turbine:

Speed: 1770 rpm
 Dia: 9.06 in
 Impeller: SW12L
 Ns: 1578
 Nss: 7994
 Suction: 8 in
 Discharge: 8 in
 Bowl Size: 11.6 in
 Max Lateral: 1.13 in
 Thrust K Factor: 6.5 lbf/ft

Search Criteria:

Flow: 550 US gpm Head: 300 ft

Fluid:

Water
 Density: 62.32 lb/ft³
 Viscosity: 0.9946 cP
 NPSHa: ---

Temperature: 68 °F
 Vapor Pressure: 0.3391 psi a
 Atm Pressure: 14.7 psi a

Motor:

Standard: US
 Enclosure: TYPE 1
 Sizing Criteria: Max Power on Design Curve

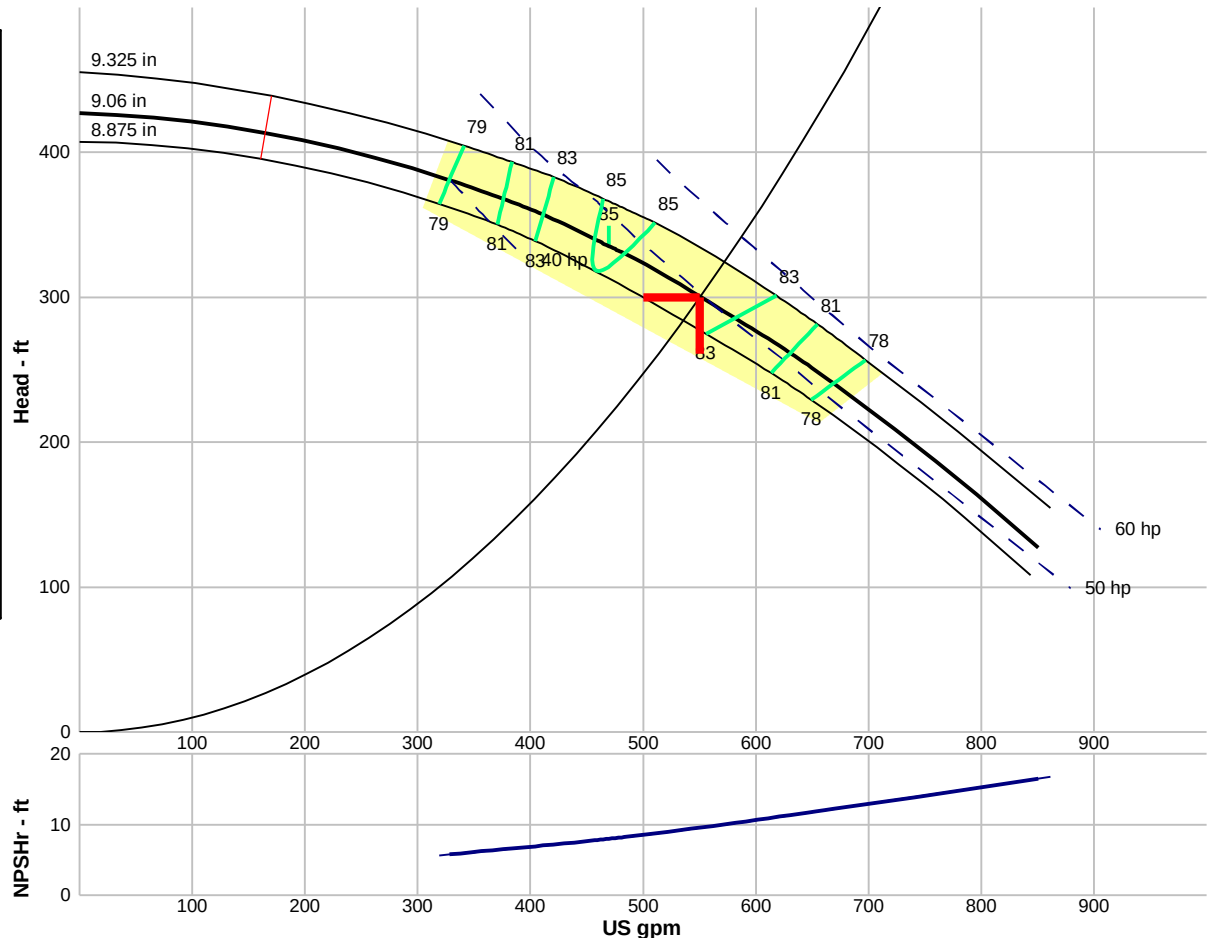
Size: 60 hp
 Speed: 1800 rpm
 Frame: ----

Pump Limits:

Temperature: ---
 Pressure: 1140 psi g
 Sphere Size: 0.66 in

Power: 376 hp
 Eye Area: 16.3 in²

---- Duty Point ----	
Flow:	550 US gpm
Head:	300 ft
Eff:	83.6%
Power:	49.5 hp
NPSHr:	9.62 ft
---- Design Curve ----	
Shutoff Head:	427 ft
Shutoff dP:	185 psi
Min Flow:	164 US gpm
BEP:	85% @ 469 US gpm
NOL Power:	52.1 hp @ 669 US gpm
-- Max Curve --	
Max Power:	58 hp @ 697 US gpm



Nominal performance shall comply to ANSI/HI 14.6 2B/3B acceptance criteria and may be derated for materials of construction and/or specified acceptance grade. Consult factory. www.simflo.com / pump-flo@simflo.com

Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
660	1770	246	78.7	51.9	12
550	1770	300	83.6	49.5	9.62
440	1770	347	84.3	45.6	7.53
330	1770	381	79.1	40.1	5.86
220	1770	396	79	30.3	5.17



Date: 20241022

Written By: TKR

- Hydra Service -

Pump Design Constants

- ▶ Bowl Configuration : Open Lineshaft | Not NSF Certified | Pump Configuration : Complete Pump w/o Head
- ▶ Bowl Model Assembly : SW12L - 5 Stages | 11.375" Integral Bell Suction | NONE Strainer
- ▶ Bowl Discharge : 8 in Std. Duty SPI
- ▶ Design Head : 300 ft | Design Flow : 550 gpm
- ▶ Shaft Lateral / Head-Motor Critical Speed Standoff Margin : 20 / 30 %
- ▶ Motor Operation : Constant Speed | Operating Speed : 1770 rpm
- ▶ Motor Power : 60 hp

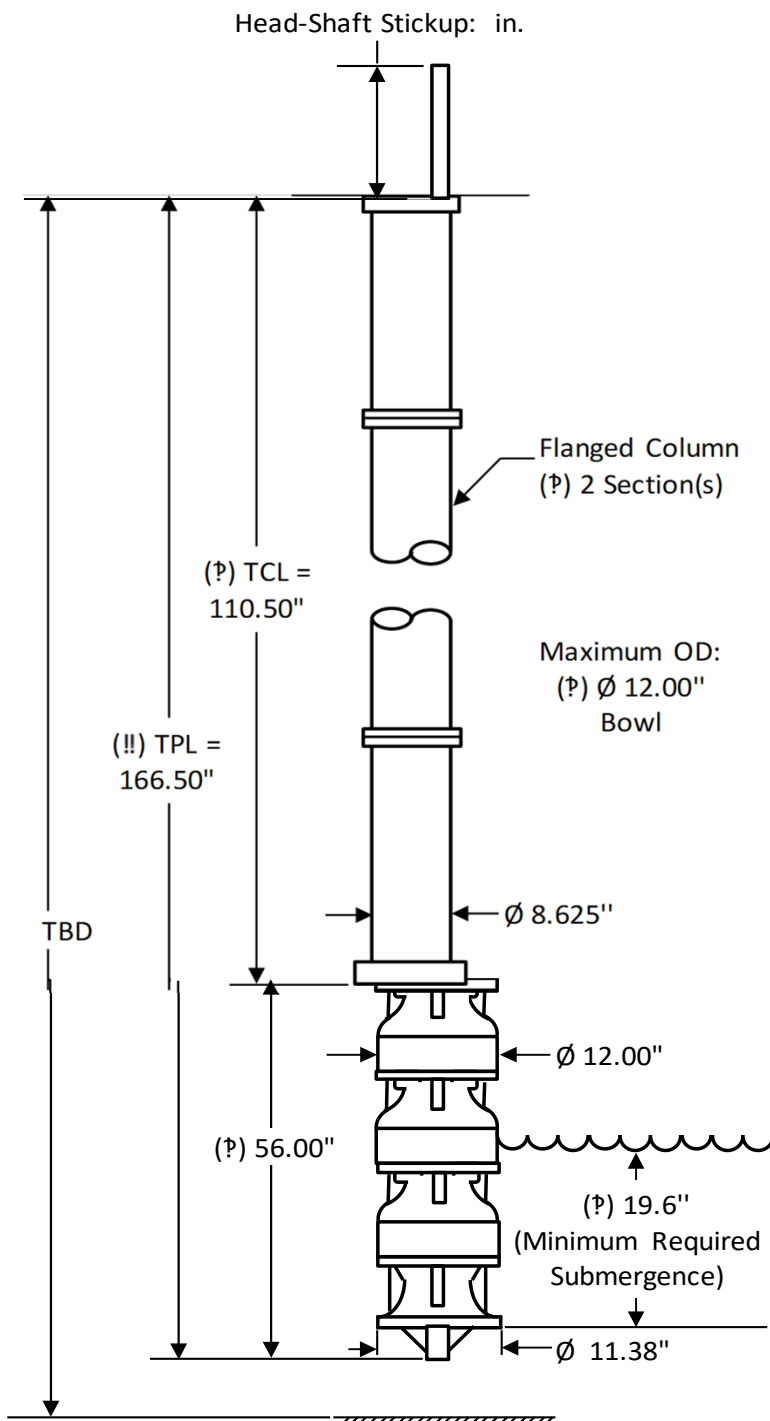
- ▶ Minimum Calculated Submergence : 19.6 in
- ▶ Design K Factor : 4.46
- ▶ Column Assembly : Std. Duty SPI 8 in Sch. 30 / 0.277 wall
- ▶ Total Pump Length (TPL) : 166.50 in | Estimated Total Column Length (TCL) : 110.50 in
- ▶ 2 Estimated Sections of Column | Estimated Top Piece Length : 50.50 in
- ▶ Longest Estimated Bearing Spacing : 60.00 in
- ▶ Line-Shaft Configuration : 1-3/16 in - 12 tpi 416 SS HT Line-Shaft, with Drop-In Bearing Retainer

-Date: 20241022

-Quote / Order # :

-Customer: Hydra Service

-Job Name / Description:



- Model: SW12L - 5 Stages
- Rated Cond: 550 gpm @ 300 ft tdh
- Rated Speed: 1770 rpm
- Rated Power: 49 hp
- Column: 8" Flanged
- Line-Shaft: 1-3/16" Threaded

- Hydraulic Thrust: 1337.03 lbf
- Rotating Assy. Wt: 141.23 lbf

(!!) - Specified by Customer
(?) - Subject to Change Pending
Engineering Review



DATA SHEET

-Date: 20241022

-Quote / Order # :

-Customer: Hydra Service

-Job Name / Description:

- Model :	SW12L - 5 Stages
- Rated Condition :	550 gpm @ 300 ft tdh
- Rated Speed :	1770 rpm
- Rated Power :	49 hp
- Bowl Lateral :	1.13 in
- Impeller Setting :	0.250 in
- Total Lateral Adjustment :	0.254 in
- Shut-Off Head :	427 ft tdh (185.07 psig)
- AOR :	Consult Factory
- Capacity @ 3 ft/s :	468.04 gpm
- Flow Velocity :	3.53 ft/s @ Rated Condition (8" Col. w/ 1-3/16" Shaft)
- NPSHr :	9.62 ft @ Rated Condition
- Minimum Submergence :	19.6 in @ Rated Condition
- Hydraulic Friction :	N/A ft @ Rated Condition
- NPSHa :	ft
- Pumping Level :	ft
- Discharge Pressure :	N/A
- Bowl-Shaft Limit :	123 hp (1-3/16" Threaded 416 SS HT)
- Bowl-Shaft Coupling Limit :	86 hp (1-3/16" Threaded 304 SS)
- Line-Shaft Limit :	123 hp (1-3/16" Threaded 416 SS HT)
- Line-Shaft Coupling Limit :	86 hp (1-3/16" Threaded 304 SS)
- Mechanical Friction :	0.31 hp
- Total Load :	49.31 hp
- Guaranteed Bowl Efficiency :	83.6 %
- Guaranteed Pump Efficiency :	#N/A
- Motor Efficiency :	N/A
- Pump + Motor Efficiency :	N/A
- Pump Assembly Inertia :	3.38 lbm•ft ²
- Hydraulic Thrust :	1337.03 lbf
- Rotating Assembly Weight :	141.23 lbf
- Total Pump Weight :	#N/A
- Motor Weight :	N/A

Notes:

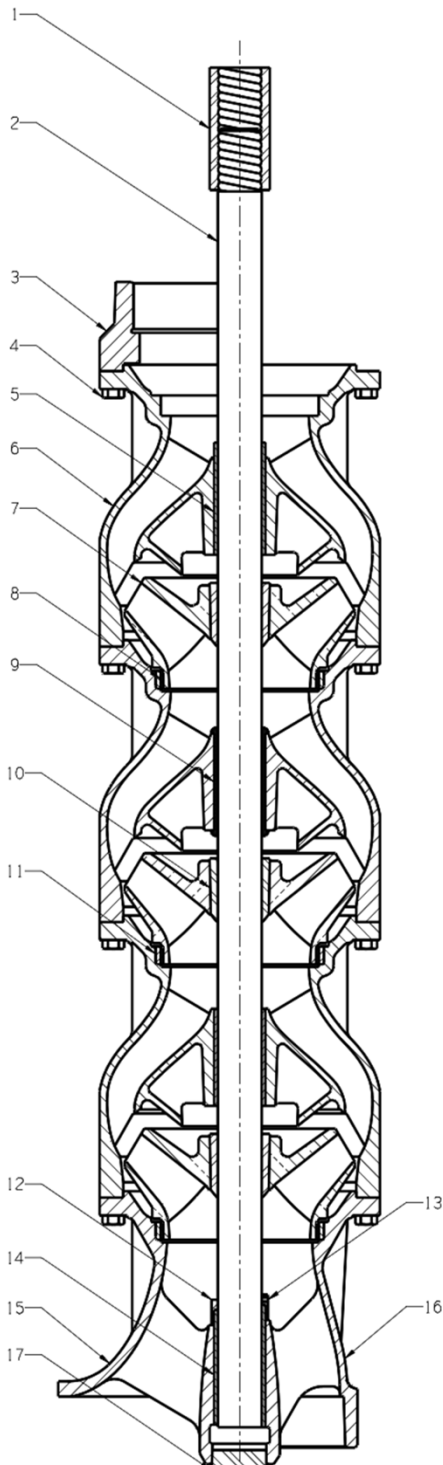
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Date : 20241022

Job/Quote # :

Customer Name : Hydra Service

Job Name :

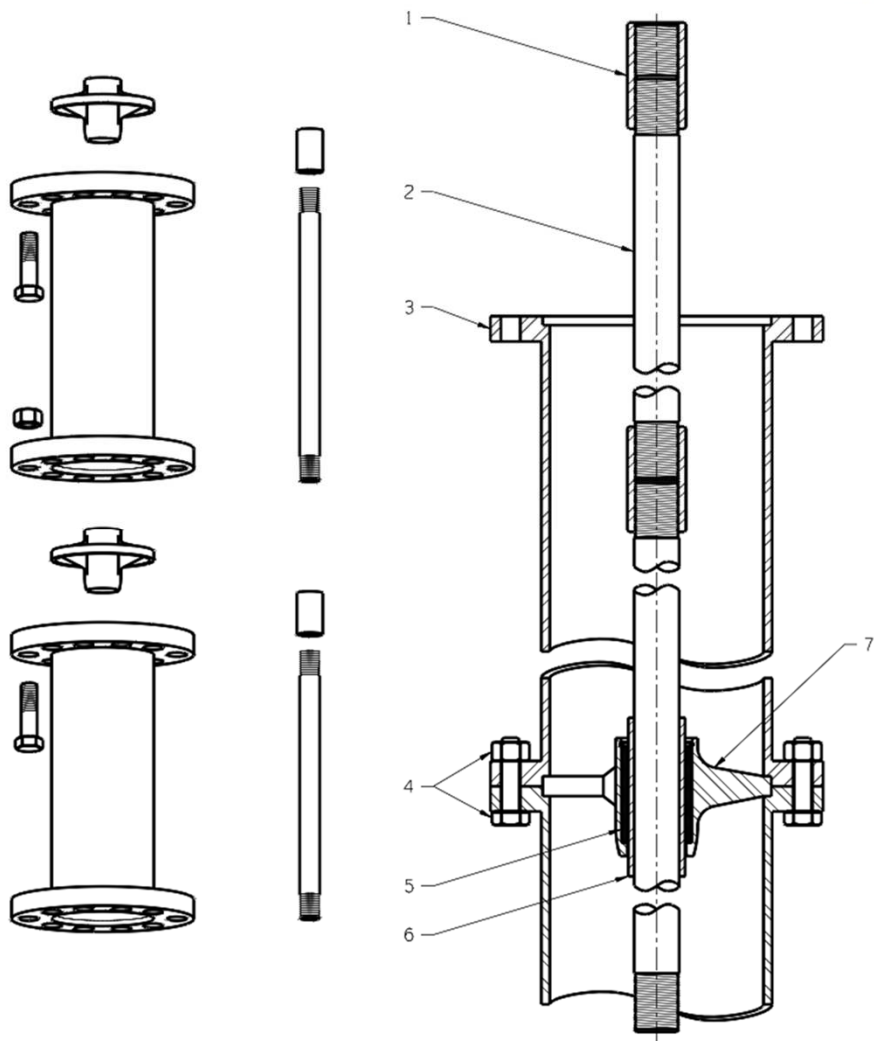


Note: bowls are vitreous porcelain enamel or
fusion bonded epoxy lined

LABEL	PART NAME	MATERIAL
1	BOWL-SHAFT COUPLING	304 SS
2	BOWL-SHAFT	416 HT SS
3	DISCHARGE CASE	NOT APPLICABLE / NOT SPECIFIED
4	CAP SCREW	COMMERCIAL 18-8 SS
5	STEADY BEARING	C89835 BRONZE
6	INTERMEDIATE BOWL	CL. 30 CAST IRON
7	IMPELLER	316 SS
8	IMPELLER WEAR RING (OPTIONAL)	NOT APPLICABLE / NOT SPECIFIED
9	INTERMEDIATE BEARING	NITRILE
10	IMPELLER COLLET	316 SS
11	BOWL WEAR RING (OPTIONAL)	NOT APPLICABLE / NOT SPECIFIED
12	SAND COLLAR	C89835 BRONZE
13	SAND COLLAR SET SCREW	COMMERCIAL SS
14	SUCTION CASE BEARING	C89835 BRONZE
15	SUCTION CASE (BELL)	CL. 30 CAST IRON
16	SUCTION CASE (THREADED)	NOT APPLICABLE / NOT SPECIFIED
17	SUCTION CASE PIPE PLUG	COMMERCIAL CAST IRON
not shown	BOWL O-RING	NOT APPLICABLE / NOT SPECIFIED
not shown	STRAINER	NOT APPLICABLE / NOT SPECIFIED

Date : 20241022
Job/Quote # :
Customer Name : Hydra
Service

Job Name :



LABEL	PART NAME	MATERIAL
1	LINE-SHAFT COUPLING	304 SS
2	LINE-SHAFT	416 HT SS
3	COLUMN PIPE (FLANGED)	CARBON STEEL
4	FASTENING ASSEMBLY	COMMERCIAL 18-8 SS
5	LINE-SHAFT BEARING	NITRILE
6	SHAFT SLEEVE (OPTIONAL, NOT RECOMMENDED)	NOT APPLICABLE / NOT SPECIFIED
7	BEARING RETAINER (DROP-IN)	304 SS
8	COLUMN FLANGE O-RING	NOT APPLICABLE / NOT SPECIFIED

Warranty Policy

LIMITED WARRANTY: Subject to the limitations of Section 9, below, Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship at the time of shipment under normal use and regular service and maintenance, for a period of eighteen (18) months from the date of shipment of the Goods by Seller, or one year from start-up, whichever occurs first, unless otherwise specified by Seller in writing. Products and Special Coating Applications purchased by the Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer or supplier. **ANY ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED OR APPLIED BY SELLER IS NOT WARRANTED BY SELLER and shall be covered only by the express warranty, if any, of the manufacturer or applicator thereof. THE WARRANTY SET FORTH IN THIS SECTION 8 AND THE WARRANTY SET FORTH IN SECTION 9, BELOW, ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN BY SELLER WITH RESPECT TO THE GOODS, AND ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER OR NOT THE PURPOSE OR USE HAD BEEN DISCLOSED TO SELLER IN SPECIFICATIONS, DRAWINGS OR OTHERWISE, AND WHETHER OR NOT SELLER'S GOODS ARE SPECIFICALLY DESIGNED AND/OR MANUFACTURED BY SELLER FOR BUYER'S USE OR PURPOSE.** This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Seller's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of the Seller. To the extent that Buyer, or its agents, has supplied specifications, information, representation of operating conditions or other conditions or other data to Seller in the selection or design of the Goods and the preparation of Seller's quotation, estimate or bid, or in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein which are affected by such conditions shall be null and void. Equipment performance is not warranted unless separately agreed to in writing by the Seller. Seller manufactures engineered-to-order Goods based on the design point specified by the Buyer. Warranty on performance results will be based on laboratory tests performed at Seller's location. Due to the inaccuracies of field testing, if there are any conflicts between the results of field testing conducted and laboratory testing conducted, the laboratory tests results will control. Seller will not provide or furnish any equipment for field testing. (See Section 16) If within thirty (30) days after Buyer's discovery of any claimed warranty defects within the warranty period, and Buyer notifies Seller thereof in writing; Seller shall, at its option and as Buyer's exclusive remedy, repair, correct, replace or refund the purchase price for that portion of the Goods found by Seller to be defective. Failure by Buyer to give such written notice within the applicable time period shall be deemed absolute and unconditional waiver of Buyer's claims for such defects. Seller shall have the right to require the Buyer to deliver the Goods to Seller's designated repair center or manufacturing facility. All responsibility and expenses associated with removal, dismantling, reinstallation and transportation to and from Seller's designated repair center or manufacturing facility, and the time and expense of Seller's personnel and representatives for site travel and diagnosis under this warranty, shall be paid by Buyer. Goods repaired or replaced during the warranty period shall be covered by the foregoing warranty for the remainder of the original warranty period, or ninety (90) days from the shipment date that the Goods are returned to Buyer, whichever is longer. Buyer assumes all other responsibility for any loss, damage, or injury to persons or property arising out of, connected with, or resulting from the use of the Goods, whether alone or in combination with other products/components. Buyer agrees to provide any subsequent transferee of the Goods conspicuous, written notice of Section 8 and 9 herein. Sections 8 and 9 shall apply to any entity or person who may buy, acquire or use the Goods, including any entity or person who obtains Goods from Buyer, and such entity or person shall be bound by the limitations as provided herein.

Warranty Policy

LIMITATION OF REMEDY AND LIABILITY: BUYER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY HEREUNDER SHALL BE LIMITED TO REPAIR, CORRECTION, REPLACEMENT OR REFUND OF THE PURCHASE PRICE UNDER SECTION 8. SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE, AND THE REMEDIES OF BUYER UNDER THE AGREED TERMS AS PROVIDED HEREIN ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, ANY OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE PAID BY BUYER FOR THE SPECIFIC GOODS PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR ANTICIPATED PROFITS, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS AND BUSINESS INTERRUPTION, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, AND/OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT. THE FOREGOING LIMITATIONS OF LIABILITY SHALL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN THE PERFORMANCE OR NON-PERFORMANCE HEREUNDER. It is expressly understood that any technical advice furnished by Seller with respect to the use of the Goods is given without charge, and Seller assumes no obligation or liability for the advice given, or result obtained, and all such advice being given is accepted at Buyer's risk.

Buyer Warranty: Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

EXCUSE OF PERFORMANCE/FORCE MAJEURE: Seller shall not be liable for delays in performance or for nonperformance due to acts of God; acts of Buyer; war; fire; flood; weather; natural disasters; terrorism; sabotage; strikes; labor disputes; civil disturbances or riots; currency restrictions; pandemics; disease; governmental requests, restrictions, allocations, laws, regulations, orders or actions; unavailability of or delays in transportation or in obtaining materials, fuel, power and energy; default of suppliers; or unforeseen circumstances or any events or causes beyond Seller's reasonable control. Deliveries or other performances may be suspended for an appropriate period of time or canceled by Seller upon notice to Buyer in the event of any occurrence of the foregoing, but the balance of the agreement shall otherwise remain unaffected as a result of the foregoing. If Seller determines that its ability to supply the total demand for the Goods, or to obtain material used directly or indirectly in the manufacture of the Goods, is hindered, limited or made impracticable due to causes set forth hereinabove, Seller may allocate its available supply of the Goods or such material (without obligation to acquire other supplies of any such Goods or material) among itself and its buyers on such a basis as Seller determines to be equitable, in its sole discretion, without liability for any failure of performance which may result therefrom.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: ABL-08-24 JK Bhramani, LLC dba Easy Quick Stop

AGENDA DATE: November 12, 2024

DATE PREPARED: November 1, 2024

PREPARED BY: Whitney Cox, Licensing Specialist

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PUBLIC HEARING: Yes

PURPOSE: To present an application for JK Bhramani, LLC dba Easy Quick Stop to sell retail package malt beverages and wine at the business location of 1607 W. Highway 78, Villa Rica, GA 30180.

BACKGROUND: The applicant has complied with the ordinance with regard to the legal notification requirements and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location zoning restrictions that would hinder the issuance of the license. The business is currently operating as a convenience store with gas pumps and the applicant will be taking over ownership of the business.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I move to approve the alcohol license application for JK Bhramani, LLC dba Easy Quick Stop, located at 1607 W. Highway 78, Villa Rica, GA 30180.



Alcohol License Checklist

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

- ✓ Read and fully comprehend the Alcohol License Ordinance
- ✓ **Non-Criminal Justice Background Check-** Submit "Fingerprint Consent Form" to the Villa Rica Police Dept. for processing. (101 Main St. Villa Rica, GA 30180 -770-459-5149)
- ✓ **Advertising-** Email legals@times-georgian.com -request the ad to run in both the Times-Georgian and the Douglas Sentinel. The "Sample Public Notice and Advertisement" form shall be used as a template. *The ad needs to run for one (1) day and must run at least 15 days prior to the upcoming City Council meeting for the month. (Ad can run earlier; not later.)*
- ✓ **Proof of Publication-** After the ad has run, an "Affidavit of Publication" will be forwarded to the applicant from the newspaper. *Submit this document to the Licensing Specialist at least 10 days prior to the upcoming City Council meeting.*
- ✓ **Establishment Advertising-** *A notice must be posted on the premises at least 15 days prior to the upcoming City Council meeting.* The notice shall be on a board or metal sign having a surface of no less than 12 square feet. It shall be placed at least three (3) feet above the ground and facing the most traveled street. The "Sample Public Notice and Advertisement" form shall be used as a template.
- ✓ **Declaration of Advertising-** After the sign has been posted, submit photo proof as well as the completed "Public Notice (Sign) Sworn Statement" to the Licensing Specialist.
- ✓ Applicant **must** contact the Secretary of State Department of Revenue for State Alcohol License Requirements <http://dor.georgia.gov/>; applicants should also check the Alcohol & Tobacco Tax & Trade Bureau for information on requirements pertaining to this department at <http://ttb.gov>.

Sanjay Kumar Patel
Applicant's Name

06/19/2024
Date

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

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

TYPE OF OUTLET

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

PART I

1. Name of Business:

JK BHARAMANI LLC

2. Full name and legal residence of the NAMED LICENSEE- (a) Individual (b) Principal Officer/Employer

Sanjay Kumar Rasiklal Patel 1010 HARBOR DR VILLARICA 30180
Full Name Address ga

3. Is the above address your legal and bona-fide place of domicile? ☒ Yes ☐ No
If additional space is required, please attach to this application, noting the section to which it refers.

4. Address of business for which application is made:

1607 W Highway 78, Villa Rica GA 30180

Phone Number: 770-456-0110 410 949 7482
Business Home/cell/other

Mailing Address: 1607 W Highway 78, Villa Rica, GA 30180

5. Type of Ownership:

☒ Individual ☒ Partnership ☐ Corporation

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

Sanjay Kumar Rasiklal Patel 1010 HARBOR DR VILLARICA GA
Full Name Address 30180

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

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

Sanjay Kumar Patel	1010 HARBOR DR. VILLA RICH	CA 90630/80
Full Name	Address	% Interest

Full Name	Address	% Interest
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Full Name	Address	% Interest
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Describe the principal business of the Corporation/Partnership:

6. Business Information:

Federal Tax ID Number: 99-1762310 GA Sales Tax Number: 308969493

Business License Number: 3605465-RT

PART II

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

2. Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?
☒ Yes ☐ No

No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. Have you included with this application a check for the non-refundable application fee required by section 4-25 of the Alcohol Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No \$ 200

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

- ☐ A copy of the Deed to the premises to be licensed, if owned by applicant.
☒ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
☐ In the case of a Partnership, a copy of the Partnership Agreement.
☐ In the case of a Corporation, a copy of the Articles of Incorporation.
☐ A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No

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

7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☐ Yes ☒ No *W/A*
8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state, or federal permits, etc. required for a food service establishment?
☒ Yes ☐ No
9. Do you comply with the requirements of Regulation 560-2-2-38 below? ☒ Yes ☐ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.
10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No
11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:
- Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No
 - Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No
 - Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No
 - Convicted of selling alcohol to a minor within the past three (3) years?
☐ Yes ☒ No

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

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

SP

If the answer to any portion of question 12 is "yes," describe in detail and give date and occurrences:

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

India
Place of Birth

10/28/1979
Date of Birth

REFERENCES

On behalf of the named Licensee, provide three (3) personal references (not relatives, former employers, fellow employees or school teachers) who are responsible, reputable adults, business or professional men or women, who have known the named Licensee during the past five (5) years. Include name, residence/business address and number of years known:

Tarun Patel, 100 Sussex Ct, Carrollton Ga 30116 (10 years) 770 842 4777
Name Residence/Business Address Years Known Phone #

Chirag Patel, 5025 Cambridge Ln Village Rica Ga 404 934 0274 (6 yrs)
Name Residence/Business Address Years Known Phone #

Cory Harper, 79 South Villa Road GA (3 yrs) 878 535 078-522-5325
Name Residence/Business Address Years Known Phone #

PART III
VERIFICATION

State of Georgia, Carroll County

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

SPatel

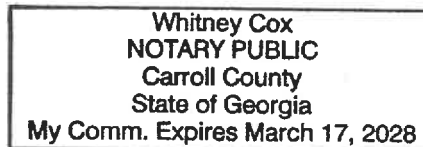
Applicants Signature (FULL NAME IN INK)

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

This 16 day of July, 20 21.

Whitney Cox My Commission Expires: _____
Notary Public

(Seal)





City of Villa Rica

Application for Original Alcoholic Beverage License

Public Notice (Sign) Sworn Statement

I (we) JK BHARAMANI LLC

Individual, Corporation or Partnership applying for license. If Corporation or Partnership, also list named Licensee.

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

1607 W. Highway 78, Villa Rica GA 30180

Street Address

Which complies with all requirements of Chapter 4, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

[Signature]

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Sanjay Kumar Patel signed his or her

Applicant

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

This 6th day of November, 20 24.

[Signature]

Notary Public

Whitney Cox
NOTARY PUBLIC
Carroll County
State of Georgia
My Comm. Expires March 17, 2028

AFFP

PUBLIC HEARING 11/12

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

PUBLIC NOTICE

JK BHRAMANI LLC has filed an application to sell alcoholic beverages on the premises 1607 HWY 78, Villa Rica, Georgia 30180 a a retail package beer and win convenience store. A public hearing on the application will be held on November 12 2024 at 6:00 p.m. at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at (678) 840-1224.
10/05

Melissa Wilson, being duly sworn, says:

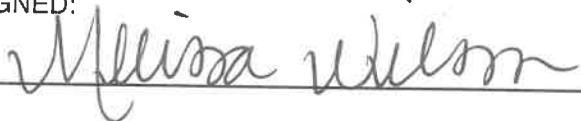
That she is Ad Director of the Times-Georgian, a newspaper of general circulation, printed and published in Carrollton, Carroll County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

October 05, 2024

Publication Fees: \$ 27.00

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

SIGNED:



Subscribed to and sworn to me this 5th day of October 2024.





70127276 71070063

SANJAY PATEL
1607 US 78
VILLA RICA, GA 30180

PUBLIC NOTICE

JK Bhramani LLC has filed an application to sell alcoholic beverages on the premises 1607 Hwy 78, Villa Rica Georgia, 30180 as a retail package beer & wine convenience store. A public hearing on the application will be held on November 12th, 2024 at 6:00pm at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at (678)840-1224.

Commercial Lease

This Commercial Lease ("Lease") is dated as of November 08, 2024, by and between Meenaben Patel ("Landlord") and Sanjaykumar Patel ("Tenant"). The parties agree as follows:

Premises. The Landlord, in consideration of the lease payments provided in this Lease, leases to the Tenant _____ ("Premises") located at 1607 Hwy 78 W, Villa Rica, Georgia 30180.

Term. The lease term will begin on Nov 1, 2024 and will terminate on Nov 1, 2034.

Lease Payments. The Tenant shall pay to the Landlord monthly installments of \$9,000.00, payable in advance on the _____ day of each month. Lease payments shall be made to the Landlord at _____, _____. The payment address may be changed from time to time by the Landlord.

Security Deposit. At the time of the signing of this Lease, the Tenant shall pay to the Landlord, in trust, a security deposit of \$0.00 to be held and disbursed for the Tenant's damages to the Premises (if any) as provided by law.

Possession. The Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to the Landlord on the last day of the term of this Lease unless otherwise agreed by both parties in writing. At the expiration of the term, the Tenant shall remove their goods and effects and peaceably yield up the Premises to the Landlord in as good a condition as when delivered to the Tenant, ordinary wear and tear excepted.

Exclusivity. The Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described) or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenant's primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

Furnishings. The following furnishings will be provided: _____, The Tenant shall return all such items at the end of the lease term in a condition as good as the condition at the beginning of the lease term, except for such deterioration that might result from normal use of the furnishings.

Parking. The Tenant shall be entitled to use 0 parking space(s) for the parking of the Tenant's customers' /guests' motor vehicle(s).

Storage. The Tenant shall be entitled to store items of personal property in _____ during the term of this Lease. The Landlord shall not be liable for loss of, or damage to, such stored items.

Property Insurance. The Tenant shall maintain casualty insurance on the Premises in an amount not less than \$1,000,000.00. The Landlord shall be named as an additional insured in such policies. The Tenant shall deliver appropriate evidence to the Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to the Landlord. The Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. The Tenant shall also maintain any other insurance which the Landlord may reasonably require for the protection of the Landlord's interest in the Premises. The Tenant is responsible for maintaining casualty insurance on its own property.

Notice. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

The Landlord:

Meenaben Patel
620 Bar-J Rd
Temple, Georgia 30179

The Tenant:

Sanjaykumar Patel
1010 Harbor Dr
Villa Rica, Georgia 30180

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

Governing Law. This Lease shall be construed in accordance with the laws of Georgia.

Entire Agreement/Amendment. This Lease contains the entire agreement of the parties, and there are no other promises, conditions, understandings, or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

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

Waiver. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Binding Effect. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors, and assigns.

The Landlord:

By: Meenaben Patel
Meenaben Patel

Date: 11-8-24

The Tenant:

By: 
Sanjaykumar Patel

Date: 11-8-24



**Planning & Zoning
Community Development Department**

ABL-08-24

Public Hearing Date

City Council: November 12, 2024

Request: Alcoholic Beverage License

Project Description: Retail Package- Malt Beverages & Wine

Applicant: JK Bhramani, LLC dba Easy Quick Stop
Licensee: Sanjaykumar Patel
1010 Harbour Dr.
Villa Rica, GA 30180

Location: 1607 W. Highway 78, Land Lot 166, 6th District; Carroll Co., Ward 2

Parcel Number(s): V02 0070480

Current Zoning: C1 (Commercial Low Density)

Current Land Use: Commercial

Location and Zoning Requirements:

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

Sec. 4-69. Zoning Restriction

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

The subject property is zoned C1 (Commercial Low Density).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

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

Public Response:

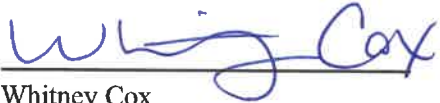
The applicant has posted a sign on the premises as well as a notice in the Times-Georgian notifying the public of the application to obtain an alcoholic beverage license at the location.

Staff Comments:

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

Recommendation:

Staff recommends **approval** of the request by JK Bhramani, LLC dba Easy Quick Stop and Sanjaykumar Patel for the alcohol license to sell retail package malt beverages and wine at 1607 W. Highway 78.



Whitney Cox
Licensing Specialist

Attachments:

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



CITY OF VILLA RICA

City Council Meeting

Agenda Item Cover Sheet

November 12, 2024

SUBJECT: CU-05-24 Special Exception request for allowance of Collison Center to operate in a Commercial, low-density (C1) zone at 779 W Bankhead Hwy

CITY COUNCIL AGENDA DATE: November 12, 2024

DATE: October 31, 2024

PREPARED BY: Shaun Daniels, City Planner

PUBLIC HEARING REQUIRED: Yes

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

PURPOSE:

Preston Pannell has requested a Special Exception Permit for the property at 779 W. Bankhead Hwy in order to operate a collision center in a Commercial low-density (C1) zone.

PLANNING AND ZONING: (4-0) Approval, October 22nd

BACKGROUND:

CU-05-24: The subject property is a 14.58-acre lot at 779 W Bankhead Highway. The property is adjacent to Dairy Queen and Thompson Gas to the west. A private driveway (Leathers St.), and the former sites of Taylor's Car Connection Inc Auto Sales and Pro Tech Auto Sales are east of the property. To the south, the property is bordered by Jefferson's Restaurant, Sunoco filling station, and a vacant parcel. The property is located south of the industrial company, Intex DIY, Inc.

The 14.58-acre property is currently dual-zoned. The rear two-thirds of the parcel is zoned Industrial, Medium-Density (I2), and the front one-third, facing West Bankhead Highway, is zoned Commercial, Low-Density (C1). The proposed building will be situated on the 2.9-acre portion of the lot zoned (C1).

The applicant is requesting a Special Exception Use permit to construct an 18,000-square-foot collision center on the 2.9-acre (C1) portion of the lot. The development will feature 46 parking spaces. Of these, 20 will be public parking spaces located at the front of the building, and 26 will be parking spaces located at the rear.

The remaining 11.68 acres of Industrial, Medium-Density (I2) zone area will become a separate parcel by way of a lot split. The applicant has indicated discussions with potential buyers for the 11.68-acre (I2) portion, but no official plans have been made.

According to *Chapter IV- Zoning Districts, Sec. 4.01 Established of Districts*, Motor vehicle repair, and service, major, is permitted outright in (I2) but requires a Special Exception Permit by the City Council.

STAFF RECOMMENDATION:

Approval with Conditions

Conditions of Approval (if applicable):

1. Damaged vehicles must always be delivered, kept, and serviced out of the traffic line of sight from Highway 78.
2. Applicant must abide by Section 8.12 – *Outdoor sales, display, and storage standards*, Light Commercial (C1)- All storage must be within an enclosed building except as specified for accessory outdoor display. Accessory outdoor display is subject to screening standards and to review and approval of a Special Exception Permit.
3. Parcel Split is required, and the applicant must pave and maintain to city standards leather street, along the 2.9-acre property line of the proposed Collision center for the (3) residential lots will have access to property.

Reason for Approval:

1. The proposed use aligns with the City's Comprehensive Plan for the Highway 78 Commercial Corridor area.
2. Based on the performance of other One Twenty-Two Collision Centers throughout Georgia, the negative impact on the surroundings is expected to be minimal.

CU-05-24 Motion:

I move to approve Preston Pannell's Special Exception Permit request for the property located at 779 W. Bankhead Hwy to operate a collision center in a Commercial low-density (C1) zone (with conditions).



Planning & Zoning
Community Development Department

Villa Rica City Hall
206 North Ave.
Villa Rica, GA 30180
T: 678.840.1238
F: 770.459.7003
www.villarica.org

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

Re: Planning Report
779 West Bankhead Highway
CU-05-24
Applicant's Name: Preston Pannell
Land Lot 164, District 6
Zone: (C1) Commercial Low Density & (I2) Industrial Medium Density
Parcel # V02 0070004
Lot Size: 14.58 Acre +/-
Ward: 2
City Council Member: Matthew Momtaham
Planning Board Member: Juile Cepin
The City of Villa Rica, Carroll County, Georgia

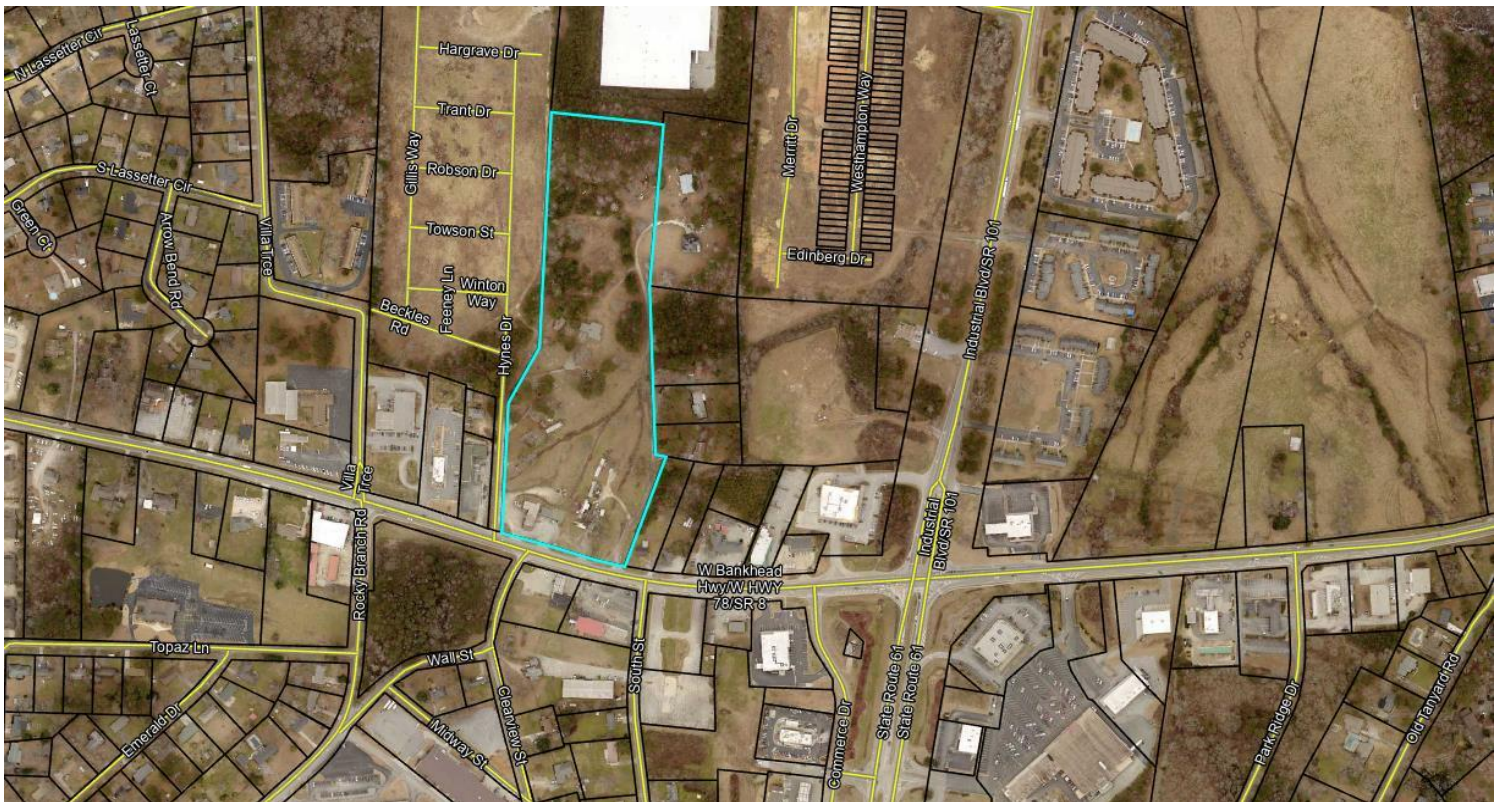


Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.



CU-05-24
779 West Bankhead Hwy
Applicant: Preston Pannell
October 28, 2024

Dear Ms. Campbell:

The planning report is prepared in response to the Special Exception Permit request submitted by Preston Pannell, for the property located at 779 W Bankhead Hwy. This report provides an analysis for the Special Exception request and recommendations City Council's consideration.

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

1. Application for a Special Exception Permit, dated August 8th, 2024;
2. Applicant Letter of Request, by Dean Camper dated August 8th, 2024;
3. Warranty deed, dated March 28th, 2007, signed by Ruby Leathers;
4. Carroll County QPublic Tax Assessor printout, annotated;
5. Copied property survey prepared by Southeast Civil Group, Inc., August 6th, 2024;

A. Site Analysis:

The subject parcel is a 14.58-acre lot located at 779 W Bankhead Highway. The subject property is adjacent to Dairy Queen and Thompson Gas to the west. A private driveway (Leathers St.), and the former sites of Taylor's Car Connection Inc Auto Sales and Pro Tech Auto Sales are east of the subject property. To the south, the located south of industrial company, Intex DIY, Inc.

The 14.58-acre property is currently dual-zoned. The rear acreage of the parcel is zoned Industrial, Medium-Density (I2), and the front acreage, facing West Bankhead Highway, is zoned Commercial, Low-Density (C1). The proposed building will be situated on the 2.9-acre portion of the lot zoned (C1). The 14.11-acre site features a creek running through the middle of the parcel, flowing from northeast to southwest. The site is located within the Carroll County portion of the city and does not border any unincorporated areas.

B. Site History:

The proposed 14.58-acre lot has hosted various commercial and residential structures over time, with multiple operations having different addresses. According to the city's Code Enforcement records, in February 2024, the property owner was issued a stop-work order for not having the proper permits for demolishing a structure. The citation is still pending. Historical records from the city of Villa Rica indicate that the commercial building adjacent to the former Ruby's Restaurant and Bakery, previously named Quilty Auto Service, closed in 2022. Both Ruby's Restaurant and Bakery and Quilty Auto Service were located at 759 W. Bankhead Hwy. Further historical records show that the structure at 759 W. Bankhead Hwy has also housed Goldtown Grill LLC (2012-2014), Angels In the Kitchen LLC (2021), and J & G Autobrokers, LLC. Another commercial use at the 759 W. Hwy 78 address was Universal Café and Grill, which operated in 2020 and closed in 2021.



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Applicant: Preston Pannell
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Currently, the rear acreage zoned Industrial, Medium-Density (I2) contains several mobile homes. Mr. Leathers, the property owner, stated that the mobile home village had occupants for approximately 45-55 years. He took steps to evacuate the residents in March 2024 due to a developer's interest in purchasing the lot. The developer proposed to develop a U-Haul storage center on the parcel, but the purchase did not proceed due to geographical issues.

Recently, the City Council permitted Chick-fil-A, located at 85 Commerce Drive, to use the property for a temporary mobile food vendor drive-thru operation while the primary restaurant location underwent a five-month remodel from April 2024 to August 2024.

The city has an open case on the 14.58ac property. In January 2024 the vacant structures were being demolished and Code Enforcement issued a stop work citation on the property. The citation is pending, and a court date is scheduled for December 2024.

C. Proposed Development

The application specifically involves a 2.9ac Commercial, Low-Density (C1) portion of the 14.58-acre property. The applicant is requesting a Special Exception Use Permit to construct an 18,000-square-foot collision center on the 2.9-acre (C1) portion of the lot. The applicant proposes to construct a stormwater management pond north of the new building. According to the site plan, the 2.9-acre lot will have paved parking throughout, with a total of 46 parking spaces. Of these, 20 will be public parking spaces located at the front of the building, and 26 will be private parking spaces located at the rear. The private parking spaces, situated behind an opaque fence, will be used for employee parking and vehicles needing service.

According to the applicant's Written Statement Letter, a parcel split will be performed after the application process, effectively dividing the 14.58-acre lot into two parcels. The 2.9-acre commercial-zoned area will be used for the proposed collision center, while the remaining rear acreage of the Industrial, Medium-Density (I2) zoned area will become an independent parcel.



Flood Plain

The property is not located within a flood zone and is not considered a Special Flood Hazard Area as designated by FEMA. Figure 2, below, indicates the flood zone map:

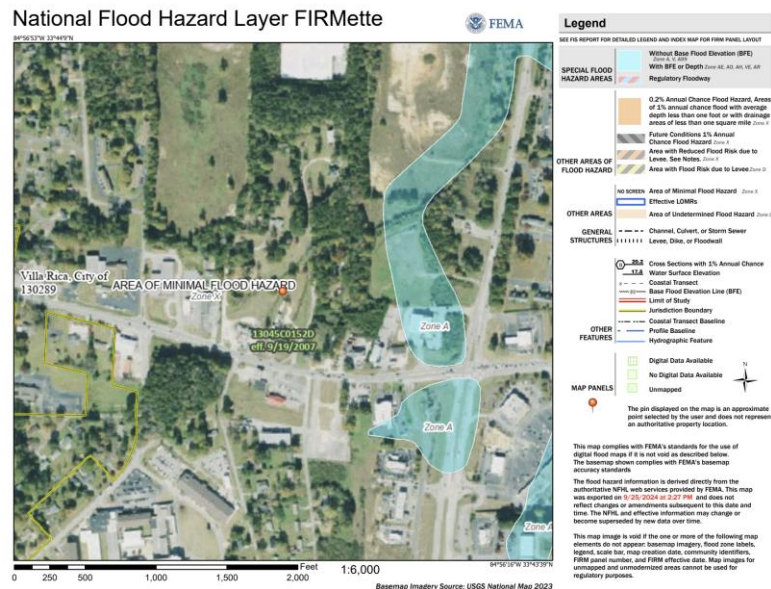


Figure 2: FEMA Flood Map

D. Impact of Special Exception Request:

The applicant is proposing to construct a vehicle collision center on the 2.9-acre (C1) portion of the parcel, which is located directly off West Bankhead Hwy. The 14.58-acre property is dually zoned (Industrial Medium Density (I2) and Commercial Low Density (C1)). The applicant is proposing to construct a motor vehicle repair service shop on the 2.9-acred Commercial Low Density (C1) portion. According to *Chapter IV- Zoning Districts, Sec. 4.01 Established of Districts*, Motor vehicle repair, and service, major, is permitted outright in (I2) but requires a special exception to operate in a (C1) zone.

The Comprehensive Plan states the following regarding the Commercial areas:

Intent: Enhance and create concentrated commercial uses that serve the entire community

Commercial activity centers are commonly found at intersections of prominent, high-traffic corridors. They provide access to goods and services that serve the entire community. Land use patterns should promote concentrated commercial and mixed use development and avoid disjointed, strip development. Access management tools, including minimizing curb cuts and interparcel connectivity, should be implemented when possible. Additionally, pedestrian access both between developments and to surrounding neighborhoods should be provided when possible.

The Comprehensive Plan states the following regarding the Industrial areas:

Intent: Enhance and create concentrated industrial uses that minimize disruption of normal traffic flow.

The Industrial Activity Centers are characterized by large building footprints and lots usually in excess of five (5) acres, where truck access is of primary concern. The Activity Centers may include landscaped roadways and



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uniform signage to create a cohesive industrial setting. Preservation and expansion of existing industrial development should respect adjacent land uses and existing development patterns (including building placement, lighting, site features, streetscape, etc.). When feasible, campus-style industrial developments are encouraged, with an emphasis on high quality construction and design and inter-connectivity.

The Comprehensive Plan states the following regarding the Commercial Corridors areas:

Intent: Enhance and maintain well-functioning, attractive corridors that serve local needs, facilitate traffic flow, and coordinate land use patterns without encroaching on adjacent neighborhoods.

Corridors include primary roadways that may be predominately commercial, industrial, or residential in nature. Access management elements are utilized to minimize the impact of new development to traffic flow, including interparcel access, secondary road access, and driveway consolidation. On each corridor, access management measures are important so as not to impede traffic flow, especially since portions of these corridors are also designated truck routes. A major component of corridor design is avoiding strip, commercial development through coordinating transportation projects and adjacent land use/developments.

The proposed development pattern in the area is consistent with the Comprehensive Plan from a density and site development standpoint. The nature of the conditional appears to not impact the Comprehensive Plan and will encourage further density while respecting the existing development patterns.

E. Special Exception Decision Criteria:

The Code of the City of Villa Rica Zoning Ordinance Section 11.09(4)a, uses the following criteria shall be used when determining approval of a Special Exception:

- 1. Is in fact a permitted Special Exception use as listed in each zoning district and appears on Table 4.3: Permitted and Special Exception Land Uses of Chapter IV: Zoning Districts for the zoning district involved;**
Yes. Motor vehicle repair, and service, major, is permitted outright in (I2) but requires a special exception to operate in a (C1) zone.
- 2. Will be harmonious and consistent with the character of the zoning district and in accordance with the general objectives, or with any specific objective of the City's Comprehensive Plan and the Zoning Ordinance;**
Yes. The uses in the general area are commercial in nature and feature, restaurants, offices, auto sales, a filling station, and Carroll County Fire House, which is currently under- construction.
- 3. Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;**
The applicant stated in the Letter of Intent that an 18,000-square-foot collision center will not have damaged cars oriented in the front of the property, in view of West Bankhead why, and will also have an 8-foot opaque fencing around the development.



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

The proposed use will be serviced by essential public facilities but will not require additional services.

5. **Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;**

The use as proposed is not detrimental to the community's economic welfare or proposed to increase the need for additional community facilities or services.

6. **Will not involve uses, activities, processes, materials, equipment, and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors;**

The proposed use of a collision center will not involve materials, equipment, or operational conditions that could be detrimental to any persons or property. While a collision center may produce some noise, smoke, fumes, glare, or odors, the applicant operates several company chains within Georgia. Based on their maintenance practices, these issues can be considered minimal.

7. **Will have vehicle approaches to the property, which shall be so designed as not to create interference with traffic on surrounding public thoroughfares; and**

According to the applicant, vehicles that will be needing service are required to be delivered to the rear of the building. The proposed use will not interfere with traffic in the surrounding public.

8. **Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature of major importance.**

According to the site plan, a stream runs through the 14.58-acre parcel but the 2.9-acre area, where the proposed collision center will be located, will not be with the state and city's required stream buffers.

F. Planning and Zoning Meeting: October 22, 2024

The Planning and Zoning Commission convened to review an application by One Twenty-Two Collision Center for a proposed development on a 2.9-acre portion of a 14.58-acre property, addressing various zoning and planning considerations.

The applicant, representing One Twenty-Two Collision Center, presented their proposal for the development of a 2.9-acre portion of the 14.58-acre property at 779 W Bankhead Hwy. The applicant outlined the details of the property transaction and the proposed use of the land, as well as the planned infrastructure improvements to support the development.

The applicant explained that the property sellers are marketing the entire 14.58-acre parcel, with plans to sell the 2.9-acre portion to the applicant and the remaining property to an industrial buyer, fitting the industrial zoning district. Proposed improvements to Leathers Street (a private road) were discussed, aimed at providing access to the three residential properties adjoining the subject property to the east. It was noted that a recorded easement from 2015 designates Leathers Street as a private road.



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The commissioners expressed concerns regarding the usability and marketability of the remaining lot if the parcel split proceeds. Luke Sauls, Vice President of Sauls Storage Group, addressed these concerns during public comments, stating that the parcel split and layout of the proposed 2.9-acre portion were designed to ensure the remaining 11.68-acre portion would have adequate frontage and lot size for potential buyers.

The Planning and Zoning Commission decided to remove the staff recommendation that the applicant be responsible for the maintenance and overall upkeep of the 14.58-acre property, ensuring compliance with the City's codes and regulations. The rationale was that the applicant is only purchasing the 2.9-acre portion and should not be responsible for the maintenance of the remaining 11.68-acre portion. The Planning and Zoning Commission concluded with a motion to approve the applicant's request with the following conditions:

1. Damaged vehicles must be delivered, stored, and serviced out of sight from Highway 78.
2. The applicant must comply with Section 8.12 – Outdoor sales, display, and storage standards for Light Commercial (C1). All storage must be within an enclosed building except as specified for accessory outdoor display, which is subject to screening standards and requires a Special Exception Permit.
3. A parcel split is required. The applicant must pave and maintain Leathers Drive to city standards along the 2.9-acre property line of the proposed collision center to ensure access for the three residential lots.

G. Public Comments:

Some adjacent business and residential owners voiced both positive and negative comments for proposed Collision Center during the October 22nd 2024 Planning and Commission Meeting. The comments ranged for environmental concerns with the holding of damaged vehicles, paving road upgrades Leathers Street, and effects on commercial business within the area.

H. Staff's Recommendation:

Based on our analysis, we recommend that the City Council take the following actions on the Special Exception request for operating a Collision Center on a Commercial, Low-Density (C1) zoned parcel, submitted by Preston Pannell for the property at 779 West Bankhead Hwy.

Approval with Conditions

Conditions of Approval (if applicable):

1. Damaged vehicles must always be delivered, kept, and serviced out of the traffic line of sight from Highway 78.
2. Applicant must abide by Section 8.12 – *Outdoor sales, display, and storage standards*, Light Commercial (C1)- All storage must be within an enclosed building except as specified for accessory outdoor display. Accessory outdoor display is subject to screening standards and to review and approval of a Special Exception Permit.
3. Parcel Split is required, and the applicant must pave and maintain to city standards leather street, along the 2.9 acre property line of the proposed Collision center for the (3) residential lots will have access to property.



Reason for Approval:

1. The proposed use aligns with the City's Comprehensive Plan for the Highway 78 Commercial Corridor area.
2. Based on the performance of other One Twenty-Two Collision Centers throughout Georgia, the negative impact on the surroundings is expected to be minimal.

Conclusion:

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

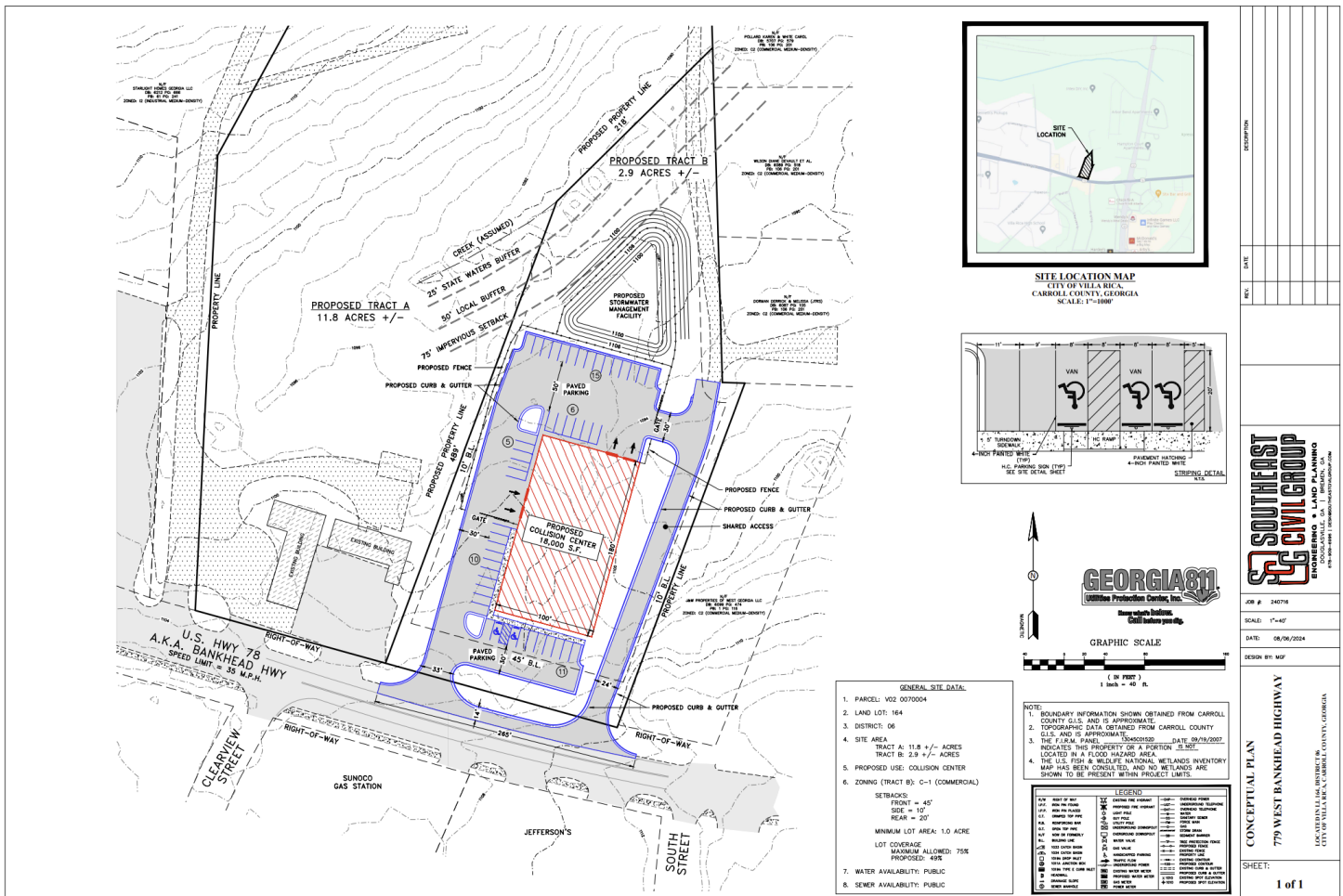


Figure 3: Conceptual Site Plan



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October 28, 2024

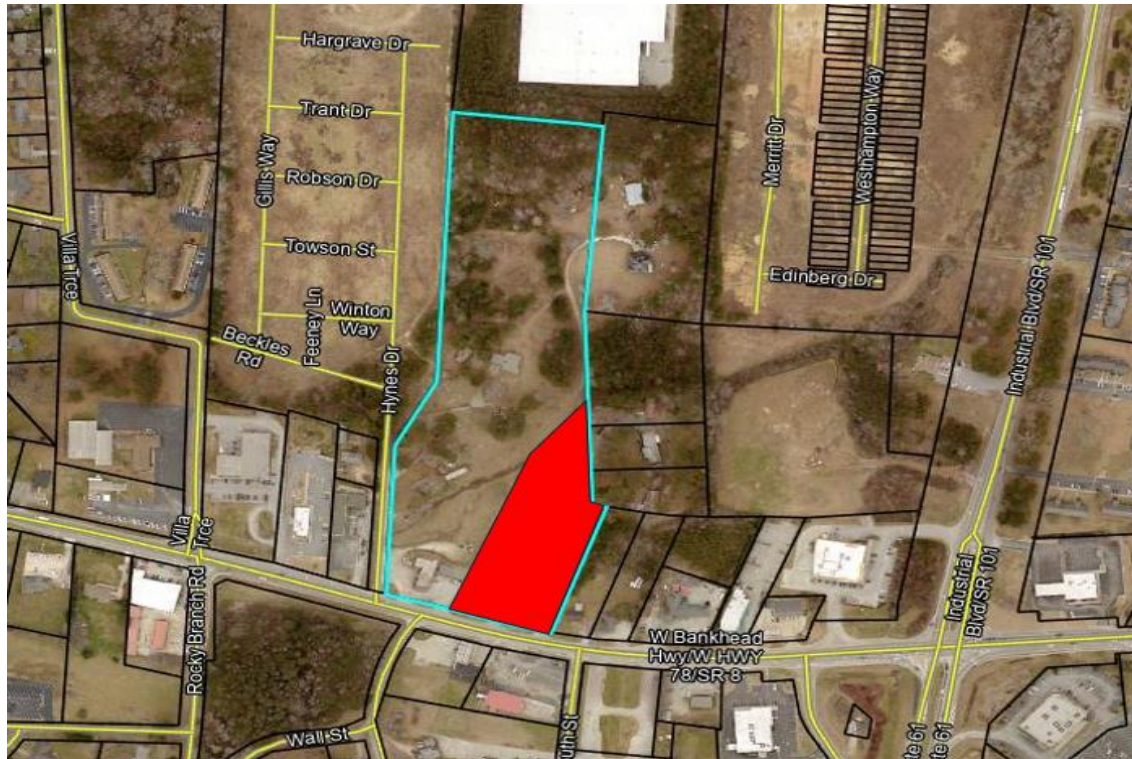


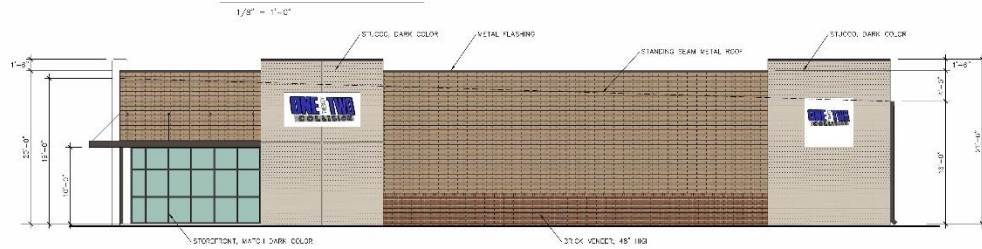
Figure 4: 2.9ac Portion where Use will be developed



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Applicant: Preston Pannell
October 28, 2024



Front Elevation



Right Side Elevation

EXTERIOR MATERIALS
BRICK, 8" x 8", DARK COLOR = 65.0 SF 155
DOORS, STANDING SEAM METAL ROOF = 30.0 SF 325
TOTAL EXTERIOR SHELL AREA = 95.0 SF 325

Figure 5: Proposed Development Elevations



Figure 6: One Twenty-Two Collision Center in Carrollton, Ga



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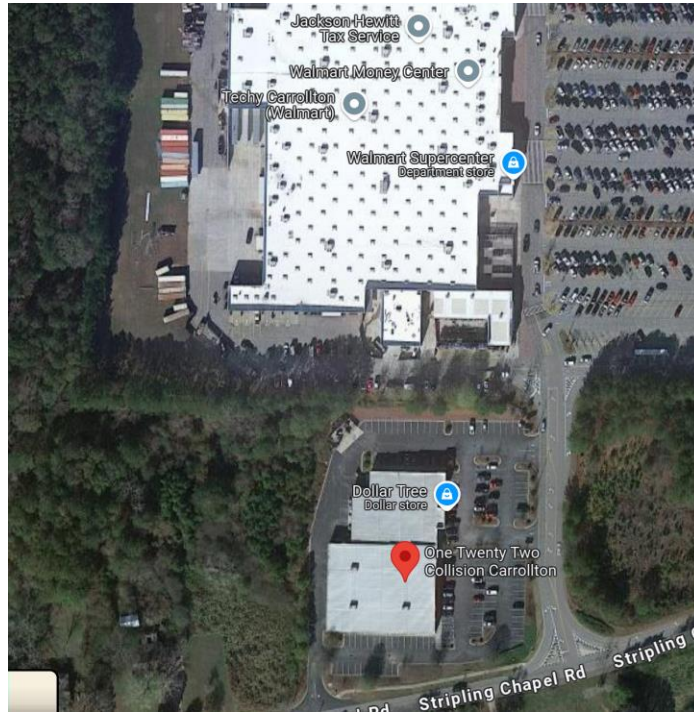
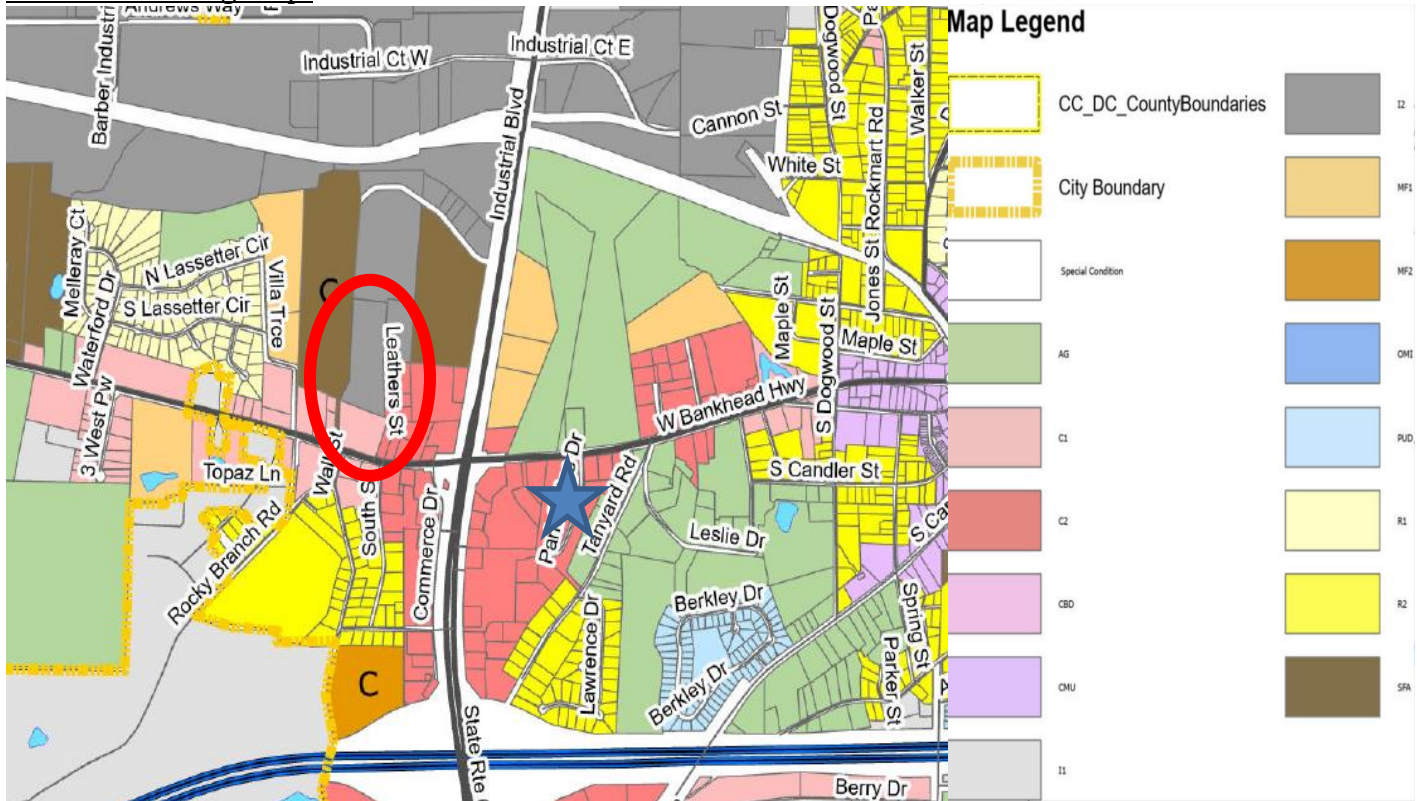


Figure 7: One Twenty-Two Collision Center in Carrollton, Ga (Aerial View)



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Applicant: Preston Pannell
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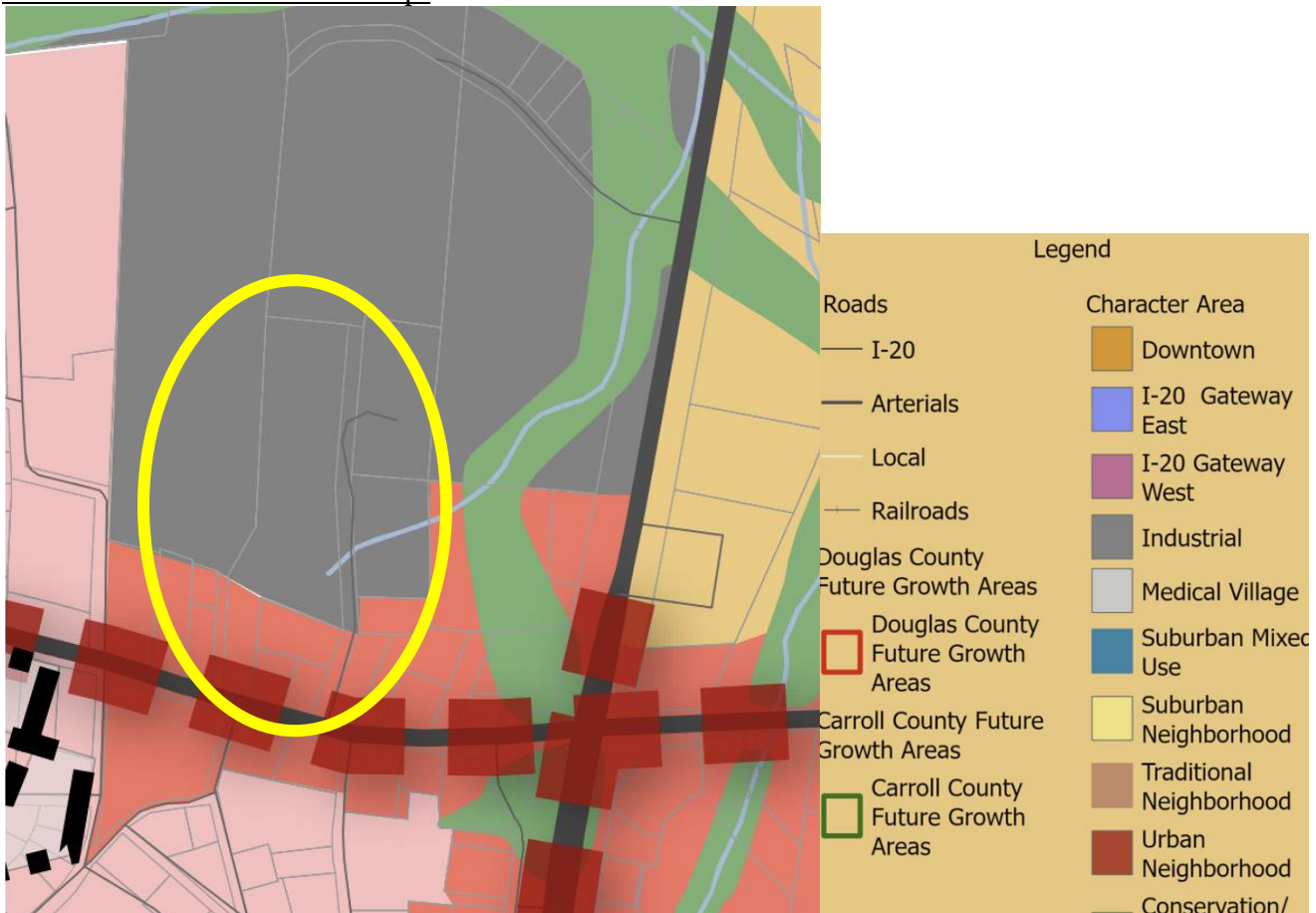
Villa Rica Zoning Map:





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779 West Bankhead Hwy
Applicant: Preston Pannell
October 28, 2024

Villa Rica Future Land Use Map:





City of Villa Rica Planning and Zoning Department

1605 Carrollton Villa Rica Hwy | Villa Rica, Ga 30180

678-785-9995 | www.Villarica.org

SPECIAL EXCEPTION APPLICATION

CHECKLIST

Required Materials to Accompany the Application

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

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

Variance by Use Type

Chapter	Residential	Commercial	Industrial	PUD
Chapter 4: Zoning District Regulations (including bulk regulations)	\$200	\$400	\$600	N/A
Chapter 6: Planned Unit Development	N/A	N/A	N/A	\$1,500
Chapter 7: Development Standards	\$300	\$300	\$300	N/A
Chapter 8: Supplementary Standards for Specific Uses	\$500	\$500	\$600	N/A
Chapter 9: Design Standards	\$300	\$400	\$500	\$600
Other	\$300	\$300	\$300	\$300

Please Return To:

Shaun Daniels
Planner I
(678) 785-9995
sdaniels@villarica.gov

Renee Kilgore
Administrative Assistant
(678) 840-1283
rkilgore@villarica.gov

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

Date of Application: 8/8/2024

Applicant Name: Preston Pannell

Address: 1600 Northside Drive, Suite 100 City: Atlanta State: GA Zip: 30318-3201

Phone: 404-351-8056 Email: ppannell@whnre.com

Agent Name: _____

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

Phone: _____ Email: _____

Owner Name (If different from applicant): Leathers Ruby

Address: PO Box 952 City: Villa Rica State: GA Zip: 30180

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

SPECIAL EXCEPTION

Name: Bankhead HWY Collision Center

Special Exception Location (attach location map): Tract B of 779 West Bankhead HWY

Proposed Use: Collision Center

Size of Tract: 2.9 acres Land Lot Numbers: 164 Districts: 06

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

Property Tax Parcel Number(s): V02 0070004

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


Signature of Applicant

8/8/2024
Date

Disclosure of Campaign Contributions

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

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

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this 8th day of August, 2024.

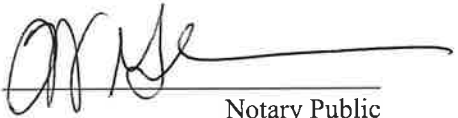
Preston Pannell
Applicant's Name – Printed


Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 8th day of August, 2024.


Notary Public



PROCESS

Pre-Application Conference (Optional)

Application Filed with Department

- Staff Review for Completeness and Staff Report with recommendation.
- Public Hearing Schedule

City Council Public Hearing

- Consideration of staff,
- Recommendation, applicant, and public testimony

DENIAL

City Council Action

APPROVAL

APPROVAL with CONDITIONS

130024

BK PG
3931 052

FOR CLERK'S USE ONLY:

✓
(9)
Prepared by and return to: NTC
Sally L. Carden, Esq.
G. GREGORY SHADRIN, P.C.
414 College Street
Carrollton, Georgia 30117
(770) 830-0809

PT-81 022-800 7-002015
CARROLL COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX
PAID _____
DATE 3/28/07
H. H. H. H.
CLERK OF SUPERIOR COURT

FILED
CARROLL COUNTY
CLERK OF SUPERIOR COURT

07 MAR 28 PM 12:45

H. H. H. H.
CLERK OF SUPERIOR COURTEXECUTOR'S DEED OF ASSENT

GEORGIA, CARROLL COUNTY:

THIS INDENTURE is made this 10th day of March, 2007, between **RUBY LEATHERS**, of the County of Carroll and State of Georgia, as Executor of the Last Will and Testament of **LEROY LEATHERS**, late of Carroll County, Georgia, deceased, of the First Part, and **RUBY LEATHERS**, of the County of Carroll and State of Georgia, party of the Second Part,

WITNESSETH:

That the party of the First Part, by virtue of the power and authority to her given in and by said Last Will and Testament of **LEROY LEATHERS**, deceased, and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), plus other good and valuable considerations, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm, unto the party of the Second Part, their heirs and assigns forever:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF
FOR A COMPLETE DESCRIPTION OF CAPTIONED PROPERTY.**

Said property is conveyed together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; and revision and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, both in law and equity, which

testator had in his lifetime, and at the time of testator's decease: and which the party of the First Part has by virtue of said Last Will and Testament, or otherwise, of, in and to the above granted premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above-granted premises, together with the appurtenances, and every part thereof, unto the parties of the Second part, their heirs and assigns forever.

And the party of the First Part, for his heirs, executors and administrators, does covenant, promise and agree to and with the parties of the Second Part, that RUBY LEATHERS is lawfully Executor of the Last Will and Testament of said LEROY LEATHERS, that she has the power to convey as aforesaid, and that she has in all respects acted, in making this conveyance, in pursuance of the authority granted in and by said Last Will and Testament of LEROY LEATHERS, and, further, that she has not made, done or suffered any act, matter or thing whatsoever since she was appointed Executor as aforesaid, whereby the above-granted premises, or any part thereof, now are, or at any time hereafter shall, or may be impeached, charged or encumbered in any manner whatsoever.

IN WITNESS WHEREOF, the party of the First Part has set her hand and seal this the day and year above written.

 (Seal)
RUBY LEATHERS, as Executor of the Last Will
and Testament of LEROY LEATHERS. Deceased

Signed, sealed and delivered
in the presence of:


Witness



EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 164, 6th District, Carroll County, Georgia, and known as Lots fourteen (14) and fifteen (15), Land Lot 164, 6th District as per plat and survey made by I. W. Baily, dated November, 1946, recorded in Plat Book 1, page 116, of the Clerk of Superior Court's office, Carroll County, and being more particularly described as follows: BEGINNING at a stake on the north side of Bankhead Highway, and running in a westerly direction along the north side of said highway, a distance of 400 feet to a stake; thence in a northerly direction 400 feet to a stake; thence in an easterly direction 400 feet to a stake; thence in a southerly direction 400 feet to a stake on the north side of Bankhead Highway and point of beginning. (Deed Reference - Deed Book 182, page 305).

ALSO:

All that tract of land in Land Lot 164, 6th District Carroll County, Georgia, and known as Lots 11, 12 and 32, as per plat and survey made by I. W. Baily, dated November, 1946, recorded in Plat Book 1, page 116, of the Clerk of Superior Court's Office, Carroll County, Georgia, and being more particularly described as follows: BEGINNING at a stake on the north side of Bankhead Highway and running in a westerly direction 100 feet to a stake; thence in a northerly direction 400 feet to a stake; thence in east 100 feet to a stake; thence north 2260 feet to a stake; thence east 773 feet to a stake; thence south 1944 feet to a stake; thence in a southwesterly direction 600 feet to a stake; thence in a northwesterly direction 700 feet to a stake; thence southerly 400 feet to the north side of Bankhead Highway, a stake, and the Point of Beginning. (Deed Reference - Deed Book 182, page 306).

LESS AND EXCEPT:

All that tract or parcel of land situate, lying and being in the County of Carroll, said State of Georgia, and being more particularly described as follows: All that tract or parcel of land lying and being in Land Lot No. 164 of the 6th District of Carroll County, Georgia, on the east side of Leathers Street, and being carved out of the east side of Subdivision Lot 32 of the W. J. Cobb Subdivision, as shown on a plat thereof by I. W. Bailey, Reg. Surv. Dated November 12, 1946, a copy of which plat is recorded in Plat Book 1, page 116, in the Office of the Clerk of the Superior Court of Carroll County, Georgia, which plat and the record thereof are by reference incorporated herein. The tract herein conveyed is more particularly described as: BEGINNING AT A POINT on the east side of Leathers Street, which is 985 feet, more or less, northward along Leathers Street, which is from its intersection with the northerly side of Bankhead Highway, said beginning point, being at the northwest corner of the property now or formerly of F. M. Leathers and Dorothy Leathers, as described in Deed Book 234, page 286, Carroll County Records; and from said point of beginning running northerly along the east side of Leathers Street 300 feet to an iron pin corner; thence southeasterly 300 feet to corner in the east line of original Land Lot No. 164; thence south along said land lot line, and the property now or formerly of Couch, a distance of 300 feet to corner at property now or formerly of F. M. Leathers and Dorothy Leathers, thence northwesterly along the Leathers property 300 feet, more or less, but specifically to the Point of Beginning. Being a part of the property acquired by Leroy Leathers from the executors of the Estate of Dr. L. E. Kinney, by deed recorded in Book 182, page 306. Said property has situated thereon, one two-story, ten-room, three-bath, brick veneer dwelling. (Deed Reference - Deed Book 451, page 478).

ALSO LESS AND EXCEPT:

All that tract or parcel of land situate, lying and being in the County of Carroll, said State of Georgia, in Land Lot No. 164, 6th District, Carroll County, Georgia, on the east side of Leathers Street and being in the City of Villa Rica. Said property is more particularly described as follows: BEGINNING at an iron pin at the northwesterly corner of property this date conveyed to Robert Leathers by Leroy Leathers, said Point of Beginning also being 300 feet, more or less, from the northwest corner of now or formerly the F. M. Leathers and Dorothy Leathers Property as described in Deed Book 234, page 286, CC records and

running from said point of beginning north 300 feet, more or less, to an iron pin; thence east 300 feet, more or less, to an iron pin; thence south 300 feet more or less, to an iron pin; thence westerly 300 feet, more or less, to an iron pin at the Point of Beginning. (Deed Reference: Book 451, page 479).

ALSO LESS AND EXCEPT:

TRACT I:

All that tract of land lying and being in Land Lot 164, Sixth District, Carroll County, Georgia, and being known as Lots 11 and 12 as per plat and survey made by I. W. Bailey, dated November, 1946, recorded in Plat Book 1, page 116, in the Clerk of Superior Court's Office, Carroll County, Georgia, and being more particularly described as follows: BEGINNING at a stake on the north side of Bankhead Highway at the southeast corner of Lot No. 12 and running in a westerly direction 100 feet to a stake; thence in a northerly direction 400 feet to a stake; thence east 100 feet to a stake; thence south 400 feet to a stake at the Point of Beginning. (Deed Reference: Book 449, page 727).

ALSO LESS AND EXCEPT:

TRACT II:

All that tract of land lying and being in Land Lot 164, Sixth District, Carroll County, Georgia, and being known as Lot No. 13 as per plat and survey made by I. W. Bailey, dated November, 1946, recorded in Plat Book 1, page 116, of the Office of the Clerk of Superior Court, Carroll County, Georgia, said lot being more particularly described as follows: BEGINNING at a stake on the north side of Bankhead Highway and running in a westerly direction 223 feet to a stake; thence in a northerly direction 400 feet to a stake; thence in an easterly direction 350 feet to a stake, thence in a southerly direction 400 feet to a stake on the north side of Bankhead Highway, and POINT OF BEGINNING. Said property having situated thereon a six room frame dwelling. It is unconditionally warranted that the dwelling situated on said property is located within the lot lines above referred to.

Same contains three acres of land, more or less, and being the same property deeded by John Waldrop to Charles W. Griffiths on the 26th day of July, 1947, by Warranty Deed recorded in the Office of the Clerk of superior Court of Carroll County, Georgia, in Deed Book 79, page 323.

EXCLUDED FROM THIS CONVEYANCE IS THE FOLLOWING DESCRIBED PORTION OF CAPTION: Lying and being in Land Lot 164, 6th District, Carroll County, Georgia, and described as BEGINNING at a point on the northern side of the ROW of US Hwy. 78 which point is 370' northwestwardly as measured along the north side of said highway ROW from the point of intersection of the north side of said hwy. ROW and the east land lot line of LL 164; thence northwestwardly along the northern side of said hwy ROW 120' to a concrete hwy. monument; thence at an interior angle of 90 degrees from the preceding course and on a compass bearing of N 15° E 200' to an iron pin corner; thence southeasterly and parallel with the northeastern side of the US Hwy. 78, 120' to a corner; thence S 15° west 200' to the POB. All as will more fully appear by plat of survey for Percy F. Godbold, Jr. by Carl A. Cochran, Surveyor dated 7/2/70. Said plat is, by reference, thereto made a part hereof and incorporated herein to more fully show the courses, metes, distances and bounds of the lands herein conveyed.

(Deed Reference Book 449, page 727).

ALSO:

All that tract or parcel of land situate, lying and being in the County of Carroll, said State of Georgia, COMMENCING at the northeast corner of now or formerly Fred Cleghorn property line and Bankhead Highway right-of-way sixty-five (65) feet in a southerly direction along the property line now or formerly of Fred Cleghorn; thence one hundred eighty (180) feet more or less in an easterly direction to the property line of Glen L. Johnson; thence in a northerly direction along the property line now or formerly of Glen Johnson and B. E. Jordan sixty-five feet to Bankhead Highway right-of-way; thence along the Bankhead Highway right-of-way in a westerly direction one hundred and eighty (180) feet, more or less, to starting point.

Deed dated January 28, 1905 from I. W. Chambers to W. M. Boyd covers part of this parcel, and deed dated November 2, 1905 from W. M. Boyd to W. H. Pope, Sr. conveying same parcel. Deed dated October 31, 1904 from T. M. Hamrick to I. W. Chambers. Deed dated July 27, 1925 from J. H. Pope and W. O. Pope, Executors, S. H. Pope, Sr. to F. P. Powell and recorded in Clerk Superior Court Office Carroll County Book 29, Folio 61, January 19, 1926. Also deed dated January 31, 1933 from Mrs. Laura Hamrick to J. O. Davis and recorded in Clerks Superior Courts Office, Carroll County, February 17, 1933, Book 41, Folio 134.

ALSO all that tract and parcel of land lying and being in Villa Rica, Carroll County, Georgia, being a part of original land lot number 162, and being a part of property sold to Loyt Easterwood by Mrs. Margaret Florence on July 23, 1943 and recorded in Deed Book No. 67, page 551 on December 13, 1943 and more particularly described as follows: Lying and being on the south side of Bankhead Hwy. and beginning at the George Sewell line and running south along said line to branch; thence west along said branch to land formally owned by Odis Davis; thence north along said line to Bankhead Highway; thence east along south side of said highway one hundred eighty (180) feet to starting point." (Deed Reference - Book 320, page 162).

LESS AND EXCEPT:

TRACT I-

All of that tract or parcel of land situate, lying and being in the County of Carroll, said State of Georgia, being in Villa Rica, Carroll County, Georgia, being a part of original land lot number 162, and being a part of property sold to Loyt Easterwood by Mrs. Margaret Flornece on July 23, 1943 and recorded in Deed Book No. 67, page 551 on December 13, 1943 and more particularly described as follows: LYING and being on the south side of Bankhead Hwy. and beginning at the now or formerly George Sewell line and running south along said line to branch; thence west along said branch to land formerly owned by Odis Davis; thence north along said line to Bankhead Highway one hundred eighty (180) feet to starting point.

ALSO LESS AND EXCEPT:

TRACT II -

Lying and being in the City of Villa Rica and being more particularly described as follows: BEGINNING at an iron pin at the southwest corner of Tract I as described above and running thence south 75 feet, more or less, to an iron pin; thence easterly 100 feet, more or less, to an iron pin; thence northerly 75 feet, more or less, to an iron pin; thence westerly 110 feet to an iron pin at the point of beginning, being a portion of lots 12 and 13 of the G. O. Luther Subdivision according to a plat in Deed Book JJ, page 392. Said property is a portion of the property described in Deed Book 164, page 230. (Deed Reference - Book 320, page 164).

ALSO:

All of that tract or parcel of land situate, lying and being in the County of Carroll, said State of Georgia, being in the City of Villa Rica in the 6th District, said property lying on the north side of U.S. Highway 78 with a portion of said property being more particularly delineated and described on a plat entitled "Property Survey for Neal McCreary", said plat being prepared by Edwin T. McConnell, Registered Land Surveyor, dated June 9, 1971, and recorded in Plat Book 12, page 81, Carroll County Public Deed Records which plat and the record therein contained are by reference incorporated herein. Said property is further described as follows: TO FIND THE POINT OF BEGINNING begin at the intersection of the center line of Clearview Street with the center line of U.S. Highway 78; thence running in an easterly direction along the center line of U.S. Highway 78 a distance of 208 feet; thence in a northerly direction as shown on the aforementioned plat 40 feet to an iron pin on the north right of way of U.S. Highway 78 and the POINT OF BEGINNING. (This point being also described as the southwest corner of the tract of land shown on the aforementioned plat). Thence from said POINT OF BEGINNING running south 75 degrees 00 minute east 59.45; thence north 23 degrees 00 minutes east 196 feet; thence north 70 degrees

AFFIDAVIT

Authorization by Property Owner

I swear that I am the owner of the property that is the subject matter of the attached application, as it is shown in the records of the City of Villa Rica, Carroll County, Georgia.

I authorize the persons named below to act as applicant in the pursuit of the obtaining the Special Exception Use for this property.

Name of Applicant: Preston Pannell

Address:

1600 Northside Drive, Suite 100, Atlanta, Ga. 30318-3201

Telephone Number: 404-351-8056

Robert Leathers
~~Ruby Leathers~~

Owner (Printed Name)

Robert Leathers

Signature of Owner

8-8-24
Date

Personally Appeared Before Me:

Who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

Denise J. Hicks
Notary Public



8/8/24
Date



RE: Special Exception Letter of Request

Subject Property Address: 779 West Bank Head Highway

Applicant Name: Dean Camper

The subject property lies within Land Lot 164, District 6, and consists of parcel number V02 0070004. This parcel is approximately 14.58 acres. The application wishes to divide the lot into two tracts. Tract A would be 11.8 +/- acres and Tract B would be 2.9 +/- acres. The applicant is merely looking to develop Tract B and is proposing to develop an approximate 18,000 square foot collision center with fencing and paved parking. The property is zoned C-1 (Commercial). The preliminary site plan included with this application provides information about the project.

The effect of this development would be very minimal to surrounding properties since the zoning would not change. The sites surrounding the proposed collision center have similar zonings and do not contain any residential properties. The properties along the east property line are zoned C-2, I-2 (Industrial) along the rear property line, and C-1 along the west property line.

Given the information provided above, that the current zoning would not alter, this development would be consistent with the intent and purpose of the City's Code, goals/ policies of the City's Comprehensive Plan, and there would not be any directly affected areas.





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VA-04-23-01 – 924 Carrollton-Villa Rica Highway – Annual variance from *Section 7.02(5) Paving and Drainage* of the Villa Rica Zoning Ordinance

AGENDA DATE: November 12, 2024

DATE PREPARED: October 31, 2024

PREPARED BY: Shaun Daniels, Planner

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE:

Jerry Tolbert seeks an annual variance review from *Section 7.02(5) Paving and Drainage* of the Villa Rica Zoning Ordinance for continuance allowance of gravel 60' x 20' parking area, whereas the zoning code requires a hard, dustless surface.

BACKGROUND:

The subject property is situated east of Carrollton-Villa Rica Highway (Highway 61) and west of Tolbert Drive. The lot is triangular with two frontages, having approximately 395 feet of frontage along Highway 61 and approximately 550 feet of frontage along Tolbert Drive.

The parcel is currently zoned Commercial Low-Density (C2) and includes a single-story, 1,940 square foot commercial building that houses a convenience store with gasoline pumps and an associated 30' x 60' awning structure.

The subject property includes a display area equipped with various accessory structures, such as sheds and playground swing sets for sale on the parcel. An office and the gravel parking lot is located in front of the accessory structure display area and the office shed. The city currently does not permit gravel parking lots in favor of a hard, dustless surface.

STAFF RECOMMENDATION: Approval

- The 60' x 20' gravel parking lot has not caused any environmental or public health issues since its installation last year.

- The gravel surface has not posed dust-related problems, and no impervious surface runoff issues have been evident over the past year.

IMPACT: N/A

MOTION:

- (1) I move to deny the requested variance for gravel parking from Section 7.02(5) by Jerry Tolbert as presented.

[illegible]



VA-04-23-01
924 Carrollton-Villa Rica Highway
Applicant: Jerry Tolbert
November 12, 2024

Dear Mrs. Campbell:

Jerry Tolbert (the Applicant) seeks annual review of a variance from the city's zoning ordinance for relief from Section 7.02(5) *Paving and Drainage*, which requires a hard, dustless parking surface, whereas the applicant is proposing a 60' x 20' parking area. The variance is outlined in Section D.

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

1. Application for a Variance, dated October 16, 2024 (2 pages);
2. Hand-Drawn Site Plan, undated, by an unknown preparer (1 page);
3. Carroll County Property Tax Records, undated, prepared by the applicant (1 page).

A. Site Analysis:

The subject property is situated east of Carrollton-Villa Rica Highway (Highway 61) and west of Tolbert Drive. The lot is triangular in shape with two frontages, having approximately 395 feet of frontage along Highway 61 and approximately 550 feet of frontage along Tolbert Drive. The property is relatively flat with rolling hills and does not feature any bodies of water.

The parcel is currently zoned Commercial Low-Density (C2) and includes a single-story, 1,940 square foot commercial building that houses a convenience store with gasoline pumps and an associated 30' x 60' awning structure. The parcel borders the city boundary with unincorporated Carroll County to the south and east. It is directly adjacent to the C2 zone to the north and the Single-Family Agricultural (AG) zone to the west.

Existing commercial service establishments, including a Bojangles restaurant, border the property to the north. To the west of the site, across Highway 61, lies vacant land, while to the east and south of the site, there are vacant lands and legacy residential properties on larger lots, respectively.

The subject property includes a display area equipped with various accessory structures, such as sheds and playground swing sets for sale on the parcel. A grey shed currently serves as an office, and the gravel parking lot is located in front of the accessory structure display area and the office shed.



VA-04-23-01
924 Carrollton-Villa Rica Highway
Applicant: Jerry Tolbert
November 12, 2024

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Commercial Medium-Density (C2)	Suburban Village
East	Manufactured Home Subdivision (MHS) (Unincorporated Carroll County)	Residential
South	Commercial (C) (Unincorporated Carroll County)	Commercial
West	Single-Family Agricultural (AG)	Suburban Village

B. Site History

The parcel features a 1,940 square foot single-story commercial building that houses a convenience store and gas station with pumps. Constructed in 1970 and renovated in 1995, the property was originally zoned under the UDC as General Commercial (GC). However, the citywide rezoning effort in 2020 reclassified the property to Commercial Low-Density (C2), which was a lateral change in zoning.

The applicant initially presented the variance request to the city council on August 8, 2023. The city council approved the allowance of the gravel parking lot, contingent upon the applicant seeking annual approval from the city council. The applicant is now seeking to remove this annual review condition.

C. Proposed Development

The applicant is currently operating a business that sells residential accessory storage buildings and swing sets. One of the buildings is being used as an on-site office.

The applicant is requesting an annual exemption from Section 7.02(5) – Paving and Drainage, to continue providing a 60' x 20' gravel parking lot area for the business. According to city code, all parking and drive aisles are required to have a paved and dustless hard surface.



VA-04-23-01
924 Carrollton-Villa Rica Highway
Applicant: Jerry Tolbert
November 12, 2024

Flood Plain

The subject property is not located within a flood zone. The property is located within Zone X, which is considered an area with minimal flood hazard. Figure 2, below, indicates the flood zone map:

National Flood Hazard Layer FIRMette

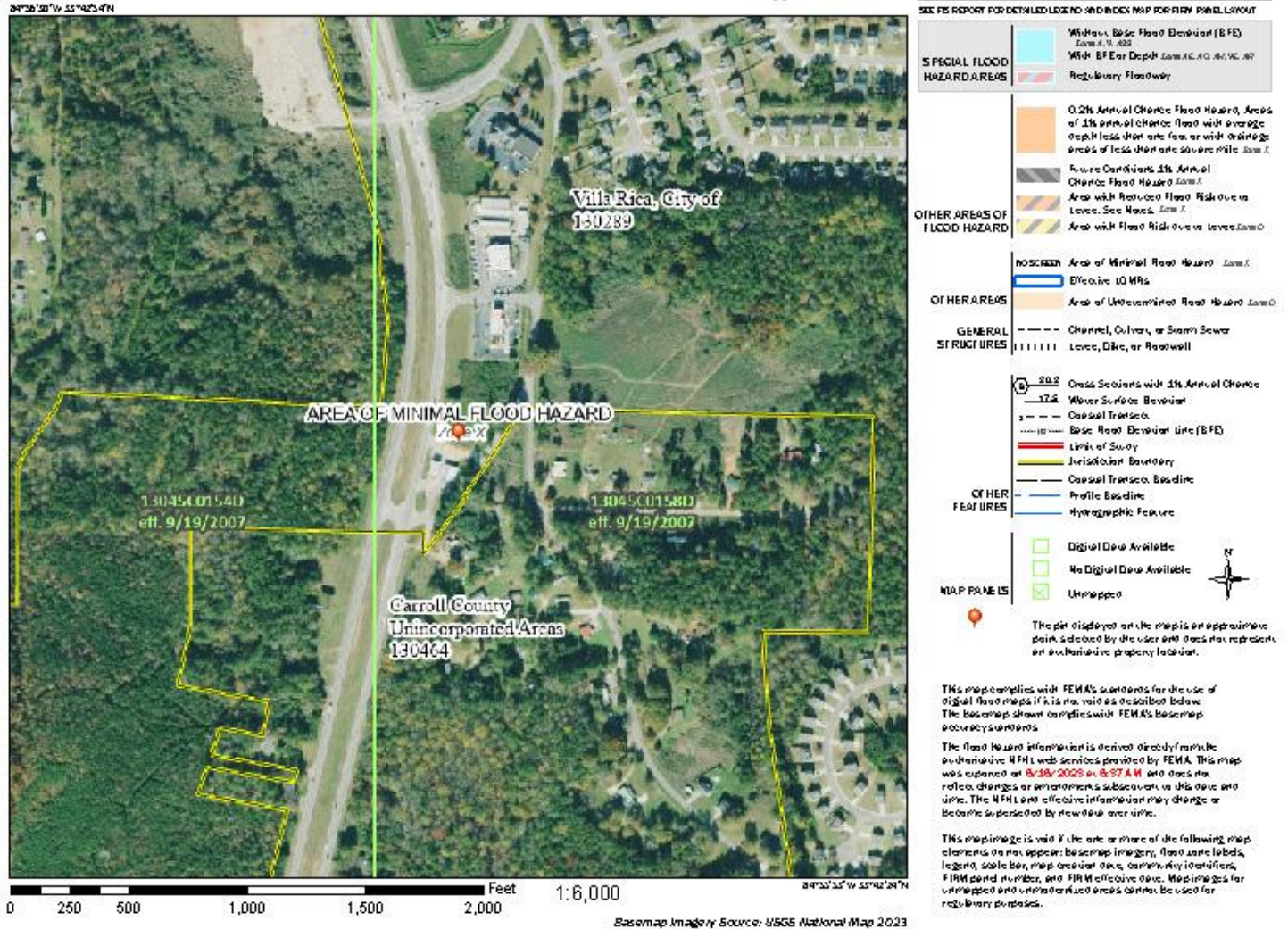


Figure 2: FEMA Flood Map



D. Variances

The applicant has requested a variance from the city's zoning ordinance as outlined below. The applicant's stated reasons for not complying with the ordinance is to match the existing unpaved driveway on property that would connect to the proposed parking pad for uniformity.

The Applicant has requested variance relief for the following:

1. Section 7.02(5) Paving and Drainage: All parking areas, regardless of size, shall be a hard, dust-free surface. Pavement type and thickness shall be reviewed by the City Engineer prior to Planning & Zoning Commission approval, taking into consideration soil conditions and traffic loading. Porous pavement and pavers may also be used if approved by the Technical Advisory Committee or the Community Development Director. Pavers shall include durable materials, suitable for parking such as cobblestones, brick, concrete formed blocks or cut stone, the system of which is specifically installed and designed for vehicular loads.

The gravel parking lot is currently not a hard, dust-free surface.

Proofs for Variances

In review of the variance requested for the development, the "benefits vs. detriments" of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and, according to the applicant, stems from uniformity with existing conditions on site. Staff could not identify any land use benefits from an approval of the requested variance. A potential detriment of permitting the gravel parking lot is setting a precedent on a retail lot in the city, the potential maintenance issues with compacted gravel, and the lack of controlled stormwater for the parking pad. In addition, the gravel has not been indicated as decorative gravel (such as pea stone). With this area potentially being used also for a loading zone, staff are concerned that the gravel will breakdown and compact in a short period of time and will need consisting respreading.

The Future Land Use Plan prescribes "Suburban Village" as the future land use for the parcel. The intent of the Suburban Village Character Area is as follows:

"Suburban Neighborhoods are characterized by detached, single-family homes at low to moderate density residential development and neighborhoods. Higher densities in suburban areas are established through in planned developments. Green space is largely provided on individual lots, but neighborhood open space and/or park amenities may also be provided. Pedestrian connectivity is moderate, where sidewalks may be internal to a neighborhood but may not currently connect to nearby parks and schools. Such connections should be provided in new developments."

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



Comprehensive Plan.

Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with O.C.G.A. 36-66-1), that:

- I. General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;
 - i. **The installed 60' x 20' gravel parking lot has not been found to be injurious to public health, safety, morals, or the general welfare of the community since the variance was approved last year.**
 - ii. ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and
 - iii. **The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.**
- II. Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.
 - i. **The applicant expressed concerns about impervious surface issues if the parking lot area were to be paved. Additionally, they noted that the gravel area has not produced any environmental dust-related issues since its installation last year.**

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation: Approval

- The 60' x 20' gravel parking lot has not caused any environmental or public health issues since its installation last year.
- The gravel surface has not posed dust-related problems, and no impervious surface runoff issues have been evident over the past year.



924 Carrollton-Villa Rica Highway

VA-04-23-01

November 12, 2024

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on October 17th; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

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

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



Figure 2: Recent photo the site

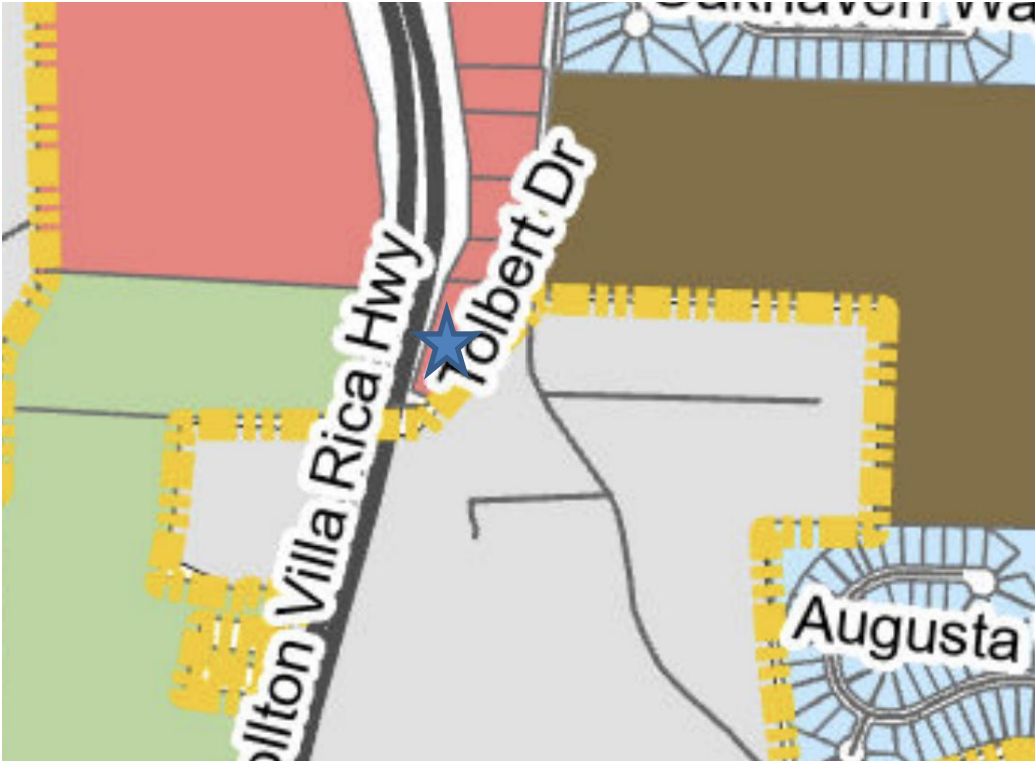


924 Carrollton-Villa Rica Highway

VA-04-23-01

November 12, 2024

Villa Rica Zoning Map:

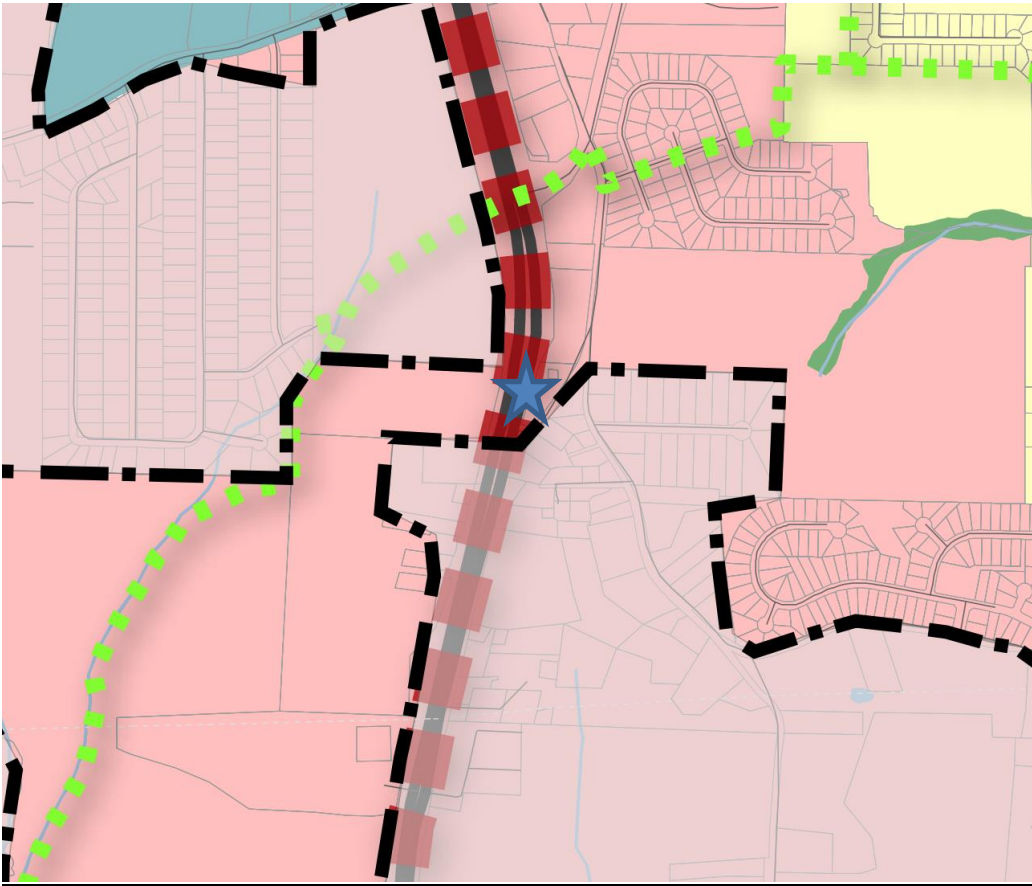


Map Legend

	CC_DC_CountyBoundaries		I2
	City Boundary		MF1
	Special Condition		MF2
	AG		OM1
	C1		PUD
	C2		R1
	CBD		R2
	CMU		SFA
	I1		



Villa Rica Future Land Use Map:



Legend

Roads		Character Area	
— I-20		 Downtown	
— Arterials		 I-20 Gateway East	
— Local		 I-20 Gateway West	
— Railroads		 Industrial	
Douglas County Future Growth Areas		 Medical Village	
 Douglas County Future Growth Areas		 Suburban Mixed Use	
Carroll County Future Growth Areas		 Suburban Neighborhood	
 Carroll County Future Growth Areas		 Traditional Neighborhood	
		 Urban Neighborhood	
		 Conservation/	



APPLICATION FOR
VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

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

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

Date of Application: 10-10-24

APPLICANT

Applicant Name: 4 Seasons Portable Buildings

Address: 28 Apex Dr SE City: Cantonville State: Ga Zip: 30120

Phone: (770) 606-0490 Fax: (770) 606-8540 Email: backyard bldg @ bellsouth.net

Agent Name: Doug Morrison

Address: 116 Arrawal Dr. City: Cantonville State: Ga Zip: 30120

Phone: (770) 655-2503 Fax: () - Email: doug.4seasons2outlook.com

Owner Name (If different from applicant): Jerry Tolbert

Address: 2664 South Van Wert Rd City: Villa Rica State: Ga Zip: 30180

Phone: (770) 833-5800 Fax: () - Email: JerryTolbert11@gmail.com

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 924 Carrolton Villa Rica

Highway ~~Carrollton~~ Villa Rica Ga 30180

Would like to change 12 month variance.

for 6 paved parking places to permanent. If Not

Would like to continue the 12 month variance for the gravel parking places.

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

Signature of Applicant

Date

10-15-24



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

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

Variance:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. A site plan demonstrating the requested variance, showing the affected property, adjacent property, zoning and existing land use;
3. A statement of why the variance is necessary;
4. A statement as to how the applicant's request satisfies each required finding;
5. A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor; and
6. Any other exhibits as may be required by the Community Development Manager.

Appeals from Staff Determinations:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. A statement as to why the applicant believes the Staff's determination is contrary to the intent and requirements of the Code; and
3. Any other exhibits as may be required by the Community Development Manager.

Return Form to:
Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

Staff Comments/Findings: _____

Action and Date: _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Proposal from Falcon Design for Mid-block Crossing
AGENDA DATE: November 12, 2024

DATE PREPARED: October 31, 2024
PREPARED BY: Diana DeSanto

AMOUNT: \$6,000
GL ACCOUNT #: 100-1320-52-1200
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes
PUBLIC HEARING: N/A

PURPOSE: The purpose of this proposal is to seek input as to the Council's design for a traffic engineering report at the intersection of West Bankhead Highway and Rocky Branch Road. This study is required by GDOT to determine if a midblock crossing is warranted and what traffic control would be warranted based upon GDOT's guidelines. If the study determines a crossing is warranted, the City could then install a midblock crossing via a Special Encroachment Permit.

BACKGROUND: During a Council meeting earlier this year, a constituent residing in Ward 2 asked if a crosswalk was feasible at the intersection of West Bankhead Highway and Rocky Branch Road at Villa Rica High School to assist students crossing the street. This request was submitted to GDOT, and we were notified there was a project in the works to construct a roundabout on US 78 at the Rocky Branch Road intersection that will provide full pedestrian accommodations. This project is scheduled to begin around March 15, 2027. In order to address this request now, the City was advised that a "midblock" pedestrian crossing on US 78 prior to roundabout construction was an option; however, this would need to be supported by a Traffic Study conducted by a Professional Engineer showing this is warranted and traffic control is warranted base on GDOT guidelines.

This proposal consists of a Traffic Engineering Report to include a traffic and intersection evaluation (ICE) study performed for the proposed mid-block crossing. New data will be collected and documentation will include traffic volumes, growth rates, crash analysis and an alternatives analysis in accordance with GDOT standards.

STAFF RECOMMENDATION: Staff recommends approval of the traffic engineering report to determine if a midblock pedestrian crossing on US 78 at Rocky Branch Road is warranted and traffic control is warranted based on GDOT standards. Depending on the results of the study, the City would then pursue a Special Encroachment permit process.

MOTION: I move to approve the proposal from Falcon Design for a Traffic Engineering Report as a mi-block crossing warrant analysis.



October 30, 2024

Ms. Diana DeSanto
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30181

RE: W Bankhead Highway and Rocky Branch Road, City of Villa Rica, Georgia
Mid-Block Crossing Warrant Analysis

Dear Ms. DeSanto:

Falcon Design Consultants is pleased to submit this proposal for your consideration for the referenced project. The scope of work for this project will contain the following:

Project Scope & Fees

1. Traffic Engineering Report: \$6,000.00

- A traffic and intersection control evaluation (ICE) study will be performed for the proposed mid-block crossing to be located at the intersection of GA 61/Bankhead Highway and Rocky Branch Road.
- New data will be collected and documentation will include traffic volumes, growth rates, crash analysis, and alternatives analysis in accordance with GDOT standards.
- Work to be performed by NV5 Engineers and Consultants, Inc.

Reimbursable Expenses:

In addition to the Professional Fees described above, we will invoice for Reimbursable Expenses. This is usually referred to "Out-of-Pocket" expenses. The following items will be considered Reimbursable Expenses:

- Blue Printing – Reproduction of Drawings or Documents
- U.S. Mail Messenger, Messenger and Overnight Delivery Services

Additional Services

Only those services specifically described above, are included within the scope of this proposal. Additional Services are further explained in each consultant's contract and shall be made a part of the Standard Agreement between Owner and Design Firm. Examples of Additional Services, which may be required as the project develops, includes but is not limited to the following:

- Modifications to previously approved work "Change of Scope"
- Submittal Fees (Review/Recording)
- Wall Design
- Irrigation Design
- Lighting Design
- Environmental Permitting

All work will be performed in accordance with the Contract Conditions.

Contract Conditions

If, during the course of work, the Client finds it necessary to terminate the work, the work will stop by the Consultant upon written notification from the Client. The Client will pay for the services and expenses incurred to the point of termination based on the Consultant's estimate of the percentage of work complete.

Invoices for work completed will be submitted at the beginning of each month for work performed the previous month. All invoices are net due in 30 days. In the event that an invoice is not paid within 30 days the Consultant reserves the right to stop work after notifying the client in writing, until such outstanding invoices are paid in full.

The Consultant reserves the right to terminate or suspend all work for the Client with verbal or written notice if unpaid undisputed invoices are greater than 30 days past due.

Additional services, which are not included in this task order as defined by the scope of work, will be treated as extra work. The Owner will be given notice of any additional services requested by the Owner's Staff to complete the project. All additional services provided by the Consultant directly will be paid based upon the hourly rate schedule attached to this agreement without additional contract modifications. The Owner must approve additional Subcontractor/Subconsultant work in writing before the work is begun.

It is agreed that the Consultant's professional services do not extend to or include the review or site observation of the Construction Contractor's work or performance. To the extent allowed by law, it is further agreed that the Client will defend, indemnify, and hold harmless the Consultant from any claim or suit whatsoever, including but not limited to all payments and expenses, including all attorney fees and costs of defense or other costs involved arising from or alleged to have arisen from the Contractor's performance or the failure of the Contractor's work to conform to the design intent and the Contract Documents. The Consultant agrees to be responsible for the negligent acts, error or omissions of the Consultant's own employees. The Client agrees that the liability of Falcon Design Consultants, LLC resulting from any negligent acts, errors and/or omissions of Falcon Design Consultants, LLC is limited to the total fees actually paid by the Client to Falcon Design Consultants, LLC for services rendered.

While all work will be performed with professional care, the Consultant cannot guarantee the actions of government officials and agencies to grant the desired approvals.

This agreement shall be null and void if not executed within 60 days from the date of preparation unless otherwise indicated by the Consultant.

If you are in agreement with the terms of this proposal, please execute the agreement by signing below and returning one copy for our files.

Sincerely,
Falcon Design Consultants, LLC



Adam L. Price, P.E.
Managing Partner



John Palmer
President

Accepted and Agreed:

Signature

Title

Date