



## MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street  
December 10, 2024 | 1:30 PM

### Review of the Agenda (Mayor Leslie McPherson)

#### A. Governing Body (Mayor Leslie McPherson)

1. Contract Renewal with Municipal Judge Keith Rollins and Solicitor Robert Harker (Kevin Drummond, City Attorney)
2. Resolution Declaring Emergency of Sewer Flow of Shoreline Lift Station (Kevin Drummond, City Attorney)
3. Butterballs Site Discussion (Mayor Leslie McPherson)
4. Board of Ethics (Kevin Drummond, City Attorney)

#### B. Building Development (Tracy Jarvis, Director)

1. Villa Rica Civic Center & Sport Complex Scoreboard Replacements (Nic Griffin, Deputy Director)
2. Rivershire Place Final Plat (Nic Griffin, Deputy Director)

#### C. Finance (Jennifer Hallman, CFO)

1. FY25 Budget Amendments #1 - #19 (Jennifer Hallman, Director)
2. Execute loan modification #3 to the promissory note and loan agreement for Loan No. DW2020024 with the Georgia Environmental Finance Authority (GEFA) (Jennifer Hallman, Director)

#### D. Public Works (Hal Burch, Director)

1. 2025 F150 Purchase Community Development (Hal Burch, Director)
2. 2025 F150 Purchase Customer Service (Hal Burch, Director)
3. 2025 Escape Purchase Codes Enforcement (Hal Burch, Director)
4. 2025 F250 Purchase Building Maintenance (Hal Burch, Director)
5. 2025 F450 Purchase Distribution (Hal Burch, Director)

#### E. Utilities (John Bain, Director)

1. 120Water Contract Renewal (John Bain, Director)
2. Weatherstone Lift Station Refurbishment - (Erick Broz, Wastewater Operations Manager)

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, or the facilities are required to contact the City Clerk, at 678-840-1229, 10 business days before the scheduled meeting to allow the City to make reasonable accommodations for those persons.*

**F. City Manager (Interim City Manager, Diana DeSanto)**

1. Public Comment Policy (Diana DeSanto, Interim City Manager)
2. Villa Rica Parkway Connector Resolution (Diana DeSanto, Interim City Manager)
3. Purchase of Mitigation Credits for Creek Crossing by Fortune Parkway (Diana DeSanto, Interim City Manager)
4. Paving Update Discussion Only (Diana DeSanto, Interim City Manager)

**G. Community Development (Nina Shabazz, Director)**

1. ABL-07-24 Thai Basil Cuisine Inc. and Public Hearing (Whitney Cox, Licensing Specialist)
2. ABL-09-24 Shree Naiya Inc. dba Brookside Cupboard and Public Hearing (Whitney Cox, Licensing Specialist)
3. ABL-10-24 5 Star Food Mart, LLC and Public Hearing (Whitney Cox, Licensing Specialist)
4. ABL-11-24 Gabes Downtown Douglasville, LLC and Public Hearing (Whitney Cox, Licensing Specialist)
5. ABL-12-24 Nextgen Nexus Inc. dba Junior Food Store and Public Hearing (Whitney Cox, Licensing Specialist)
6. Proposed Text Amendment (Nina Shabazz, Director)

**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.)

**H. Executive Session**

1. Meeting to discuss or vote to enter into an option to purchase, dispose of, or lease real estate subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(E).
2. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).

*Individuals with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, or the facilities are required to contact the City Clerk, at 678-840-1229, 10 business days before the scheduled meeting to allow the City to make reasonable accommodations for those persons.*



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Appointment of Judge and Solicitor for Villa Rica Municipal Court for 2025

**AGENDA DATE:** December 14, 2023

**DATE PREPARED:** November 26, 2024

**PREPARED BY:** Kevin W. Drummond

**AMOUNT:** N/A

**GL ACCOUNT #:** N/A

**FUNDING SOURCE:** N/A

**BUDGETED ITEM?:** N/A

**PUBLIC HEARING:** N/A

---

**PURPOSE:** Each year, the City has reappointed its officers to serve in Municipal Court. The Honorable Keith Rollins has served as Judge of Municipal Court in Villa Rica for more than the last two years. O.C.G.A. § 36-21-2 has recently been amended and requiring a minimum of two years for a municipal judge appointment. Judge Rollins has performed in his role in a manner keeping with the standards for Municipal Judges in Georgia.

Robert Harker has served as the solicitor for the past year.

### **BACKGROUND:**

**STAFF RECOMMENDATION:** Staff recommends the appointment of Keith Rollins as Municipal Judge for the period of expiring December 31, 2026 and Robert Harker as Municipal Solicitor for a period expiring December 31, 2025.

### **IMPACT:**

**MOTION:** I move to appoint Keith Rollins as Judge of the Municipal Court for the City of Villa Rica for 2025-2026 upon the current terms of his existing agreement.

I move to appoint Robert Harker as Solicitor of the Municipal Court for the City of Villa Rica for 2024 upon terms similar to the terms for the current Solicitor.

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF VILLA RICA, GEORGIA, a municipal corporation, (hereinafter referred to as the "City") and KEITH ROLLINS (hereinafter referred to as "Judge").

### W I T N E S S E T H:

WHEREAS, the City has selected Keith Rollins to serve as the Municipal Court Judge for the City of Villa Rica, as provided by Georgia law and the City Charter; and

WHEREAS, it is the desire of the City and the Judge to document certain duties, benefits, and responsibilities of the Judge; and

WHEREAS, the Judge desires to accept the position as Municipal Court Judge of said City;

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

1. Duties.

(a) The City hereby appoints Rollins to serve as the Municipal Court Judge of the City pursuant to O.C.G.A. § 36-32-2 and the Villa Rica City Charter to perform the functions and duties specified in State law and by City Charter and to perform all such other legally permissible and proper duties and functions as may be required for the position of Municipal Court Judge.

(b) The Municipal Court Judge shall be an independent position. The Judge agrees to work with and cooperate with the City Manager and other appropriate City officials and employees regarding administrative and budgeting matters.

2. Term.

The parties acknowledge that this appointment is an appointment for a period of two (2) years pursuant to O.C.G.A. § 36-32-2 beginning on January 1, 2025 and ending on December 31, 2026. The City acknowledges that the Judge may not be removed from office during the term of this Agreement except for the reasons set forth in O.C.G.A. § 36-32-2.2 or the City Charter. The term of the Agreement may be extended on a year-to-year basis upon mutual agreement of the parties.

3. Compensation.

(a) The City agrees to pay the Judge for services rendered pursuant hereto the sum of Five Hundred Dollars (\$500.00) per court session with a maximum payment per month of Three Thousand Dollars (\$3,000.00). The Judge acknowledges that he serves as an independent contractor and is not an employee of the City.

(b) The City further agrees to pay for all reasonable expenses incurred by the Judge in order to comply with the training requirements of O.C.G.A. § 36-32-27.

4. The Judge shall not have the power to hire nor fire any employees of the City without receiving the approval of the City Manager.

5. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

6. The governing law of the validity of this Agreement and any of its terms and conditions as well as the rights and duties of the parties shall be governed by the laws of the State of Georgia and any venue for any action concerning this Agreement shall be in Carroll County, Georgia.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF VILLA RICA, GEORGIA

By: \_\_\_\_\_  
Diana Desanto, City Manager

\_\_\_\_\_  
KEITH ROLLINS, Judge

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF VILLA RICA, GEORGIA, a municipal corporation, (hereinafter referred to as the "City") and Robert Harker (hereinafter referred to as "Solicitor" or "Harker").

### WITNESSETH:

WHEREAS, the City has selected ROBERT HARKER to serve as the Solicitor for the Municipal Court for the City of Villa Rica, as provided by Georgia law, the City Charter, and the City Code of Ordinances; and

WHEREAS, it is the desire of the City and the Solicitor to document certain duties, benefits, and responsibilities of the Solicitor; and

WHEREAS, the Solicitor desires to accept the position as Solicitor of said City;

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

1. Duties.

(a) The City hereby appoints Harker to serve as the Solicitor of the City pursuant to Georgia law and the Villa Rica City Code of Ordinances to perform the functions and duties specified in State law and by City Charter and to perform all such other legally permissible and proper duties and functions as may be required for the position of Solicitor. The Solicitor shall perform duties as may be requested or dictated by the Judge of the Villa Rica Municipal Court.

(b) The Solicitor shall be an independent position. The Solicitor agrees to work with and cooperate with the City Manager and other appropriate City officials and employees regarding administrative and budgeting matters.

(c) The Solicitor shall also serve as the primary prosecuting officer of the Villa Rica Municipal Court.

2. Term.

The parties acknowledge that this appointment is an at will appointment for a period of one (1) year pursuant to Georgia law beginning on January 1, 2025. The term of the Agreement may be extended on a year-to-year basis upon mutual agreement of the parties or may be terminated by either party at any time.

3. Compensation.

(a) The City agrees to pay the Solicitor for services rendered pursuant hereto the sum of \_\_\_\_\_ . The Solicitor acknowledges that he serves as an independent contractor and is not an employee of the City.

(b) The City further agrees to pay for all reasonable expenses incurred by the Solicitor in order to comply with the training requirements imposed by Georgia law. If the Solicitor is employed by another municipality in a similar position the Solicitor will apportion the expenses among municipalities on a fair basis.

4. The Solicitor shall not have the power to hire nor fire any employees of the City without receiving the approval of the City Manager.

5. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

6. The governing law of the validity of this Agreement and any of its terms and conditions as well as the rights and duties of the parties shall be governed by the laws of the State of Georgia and any venue for any action concerning this Agreement shall be in Carroll County, Georgia.

Signed this \_\_\_\_ day of December 2025.

CITY OF VILLA RICA, GEORGIA

By: \_\_\_\_\_  
Diana Desanto, City Manager

\_\_\_\_\_  
ROBERT HARKER, Solicitor

**A RESOLUTION OF THE CITY OF VILLA RICA DECLARING AN EMERGENCY FOR THE IMMEDIATE DIVERSION OF SEWER FLOW OF THE SHORELINE LIFT STATION FROM THE NORTH SEWAGE TREATMENT PLANT TO THE WEST SEWAGE TREATMENT PLANT**

**WHEREAS**, the City of Villa Rica operates and maintains a sewer system that serves residents and businesses within the city; and

**WHEREAS**, the North Sewage Treatment plant is now operating critically close to its permitted capacity; and

**WHEREAS**, new construction has been approved and initiated within the Mirror Lake area; and

**WHEREAS**, any new construction would likely cause the North Sewage Treatment plant to exceed its capacity; and

**WHEREAS**, the City made attempts to obtain necessary easement to divert the sewer flow from the North Sewage Treatment Plant to the West Sewage Treatment Plant but were unable to obtain the necessary easements; and

**WHEREAS**, there is currently the urgency of the need to divert the sewage so that the City can continue to provide sewer services to the residents and businesses of the city is such that it is now an emergency and requires an immediate solution; and

**WHEREAS**, immediate action is required to mitigate this emergency by promptly rerouting sewer flow from the Shoreline Force Main from the North Sewer Plant to the West Sewer Treatment Plant in order to be able to provide sewer service; and

**WHEREAS**, any failure to treat this matter as an emergency and failure to take immediate action is likely to cause the North Sewer Treatment Plan to exceed capacity and would likely cause the plant to be shut down; and

**WHEREAS**, delaying the rerouting of the sewage would result in significantly increased repair costs, a greater risk of environmental damage, and prolonged disruptions to sewer services for residents and businesses; and

**WHEREAS**, funding for the immediate rerouting of the sewage from the North Sewage Treatment Plant is necessary to safeguard the health, safety, and welfare of the public; and

**WHEREAS**, Council recognized this emergency on August 13, 2024 and recognized a need to immediately take action to address the emergency and this resolution is a formal recognition and declaration of the emergency; and

**NOW, THEREFORE, BE IT RESOLVED** by the Villa Rica City Council that:

**1. Declaration of Emergency**

The Villa Rica City Council hereby declares an emergency for the rerouting of the sewer flow from the Shoreline Lift Station from the North Sewage Treatment Plant to the West Sewage Treatment Plant.

**2. Authorization of Emergency Action**

The City of Villa Rica Utilities Director is hereby authorized to take all necessary steps to initiate and complete the immediate rerouting of the sewage flow from the Shoreline Lift Station from the North Sewage Treatment Plant to the West Sewage Treatment Plant, including but not limited to:

- o Engaging contractors and suppliers as quickly as possible,
- o Waiving standard bidding requirements due to the emergency nature of the repair, as allowed by local or state law,
- o Allocating necessary funds for labor, materials, and related expenses to carry out this repair.

**3. Reporting Requirements**

The Utilities Director shall provide regular updates on the progress of the rerouting of the sewer flow from the Shoreline Lift Station, including cost tracking and timeline estimates, to the City Council until the emergency is fully addressed.

**4. Effective Date**

This resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the City of Villa Rica,

This \_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_  
Leslie McPherson, Mayor

Attest:

\_\_\_\_\_  
Theresa Campbell, City Clerk



THE RAIL

quirky  
TACOS

blu  
COFFEE



THE RAIL

blu  
- COFFEE -

COFFEE

COFFEE



THE RAIL

blu  
COFFEE

COFFEE

blu



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Villa Rica Civic Center & Sports Complex Scoreboard Replacements

**AGENDA DATE:** December 10<sup>th</sup>, 2024

**DATE PREPARED:** December 9, 2024

**PREPARED BY:** Nic Griffin & Tara Ivey

**AMOUNT:** \$84,680.00

**GL ACCOUNT #:** 350-6110-541220

**FUNDING SOURCE:** 21 CSPLOST

**BUDGETED ITEM?** Yes

---

**PURPOSE:** To request approval for the purchase and installation of 9 Baseball/Softball Scoreboards and 1 Football Scoreboard at Villa Rica Civic Center & Sports Complex.

**BACKGROUND:** City staff presented this item to the City Mayor and Council on August 13, 2024. The Council voted to award this project to Major Display Inc. During discussions and preparation to have these scoreboards built, Major Display proposed to furnish a controller for the scoreboards that was not specified in the RFP. Staff allowed them the opportunity to find and furnish these controllers but they could not. Due to this, Major display has been disqualified. Being that they were disqualified, staff is requesting approval to engage with the next qualifying bid.

An Invitation to Bid was issued on June 24, 2024 with a close date of July 15, 2024. Three bids were received.

**STAFF RECOMMENDATION:**

Staff recommends that the City of Villa Rica engage with SignWorks Pro. SignWorks Pro has submitted a qualifying bid for this project.

| Vendor             | Score Board Model | Total Price | Percentage  |
|--------------------|-------------------|-------------|-------------|
| SignWorks Pro      | LX1340 & LX3150   | \$84,680.00 | -           |
| Major Display Inc. | LX1340 & LX3150   | \$73,594.00 | 15% Under   |
| Neveo Sports       | 1625-T & 3658     | \$70,347.00 | 4.41% Under |

**IMPACT:** Replacing these scoreboards will be a benefit to the teams, players, visitors, and staff.

**MOTION:** I move to allow the City of Villa Rica staff to engage with SignWorks Pro for the replacement of nine scoreboards, that are specified in the rfp, for the amount of \$84,680.00.



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Villa Rica Civic Center & Sports Complex Scoreboard Replacements

**AGENDA DATE:** August 13, 2024

**DATE PREPARED:** July 24, 2024

**PREPARED BY:** Nic Griffin & Tara Ivey

**AMOUNT:** \$73,594.00

**GL ACCOUNT #:** 350-6110-541220

**FUNDING SOURCE:** 21 CSPLOST

**BUDGETED ITEM?** Yes

---

**PURPOSE:** To request approval for the purchase and installation of 9 Baseball/Softball Scoreboards and 1 Football Scoreboard at Villa Rica Civic Center & Sports Complex.

**BACKGROUND:** The City purchased Centerfields Ball Park, currently known as Villa Rica Civic Center & Sports Complex on March 31, 2005. At that time the park was already 8 years old. The original scoreboards have not been replaced in 26 years and are failing and/or inoperable. Staff reached out in March of this year to the only company that still services these scoreboards requesting service to the scoreboards. The service representative advised staff it would extremely difficult to find parts for scoreboards that are 26 years old.

An Invitation to Bid was issued on June 24, 2024 with a close date of July 15, 2024. Three bids were received.

Major Display Inc. is the lowest bidder for the product that was specified in the RFP that was issued. One bidder did not quote what was specified in the request for proposal.

**STAFF RECOMMENDATION:**

Staff recommends that the City of Villa Rica engage with Major Display Inc. Major Display Inc. has submitted a qualifying bid for this project.

| Vendor             | Score Board Model | Total Price | Percentage  |
|--------------------|-------------------|-------------|-------------|
| Major Display Inc. | LX1340 & LX3150   | \$73,594.00 |             |
| SignWorks Pro      | LX1340 & LX3150   | \$84,680.00 | 15% Over    |
| Neveo Sports       | 1625-T & 3658     | \$70,347.00 | 4.41% Under |

**IMPACT:** Replacing these scoreboards will be a benefit to the teams, players, visitors, and staff.

**MOTION:** I move to allow the City of Villa Rica staff to engage with Major Display Inc for the replacement of nine scoreboards, that are specified in the rfp, for the amount of \$73,594.00.

**MANDATORY BID SUBMITTAL FORM**

BID NUMBER: 24-002PR

City of Villa Rica Parks & Recreation Department Scoreboards

Name of Company submitting proposal: Major Display Inc.

Address of Company: 131 Franklin Plaza #114, Franklin NC 28734

Contact Person: Glen Whittaker

E-mail Address: glen@majordisplay.com

Phone Number: 800-260-1067 Cell Phone #: 386-804-3864

Signature:  Date: July 12, 2024

**Description:**

|   | Description                                       | Unit | Brand and Model #                           | QTY | X | Unit Price | Bid Price                            |
|---|---|------|---|-----|---|------------|--------------------------------------|
| 1 | Baseball/Softball Scoreboards                     |      | LX1340 (10 ft. x 5 ft.)                     | 8   |   | \$6,294    | \$50,352                             |
| 2 | Built-In Left Side ID Panel (4 ft x 5 ft)         |      |   | 8   |   | \$840      | \$6,720                              |
| 3 | Wireless Transmitter                              |      | Scorelink 400 Embedded Wireless Transmitter | 8   |   | \$750*     | \$750*<br>*See Enclosed Est. Details |
| 4 | Wireless Receiver                                 |      | Scorelink 400 Embedded Wireless Receiver    | 8   |   |            | Packaged with Item (3)               |
| 5 | Carrying Case for control console and accessories |      |   | 8   |   |            | Packaged with Item (3)               |
|   |   |      |   |     |   |            |                                      |
| 1 | Football Scoreboard                               |      | LX3150 (10 ft. x 5 ft.)                     | 1   |   | \$6,182    | \$6,182                              |
| 2 | Wireless Transmitter                              |      | Scorelink 400 with Embedded Wireless        | 1   |   | \$750*     | \$750*<br>*See Enclosed Est. Details |

|   |   |   |          |  |              |                        |
|---|---|---|----------|--|--------------|------------------------|
|   |   | Transmitter                                   |          |  |              |                        |
| 3 | Wireless Receiver                                 | Scorelink 400 with Embedded Wireless Receiver | 1        |  |              | Packaged with Item (2) |
| 4 | Carrying Case for control console and accessories |   | 1        |  |              | Packaged with Item (2) |
| 5 | Built-In Left Side ID Panel (4 ft x 5 ft)         |   | 1        |  | \$840        | \$840                  |
|   | Installation                                      |   | 1        |  | \$7,600      | \$7,600                |
|   | <u>Consumables</u>                                |   | <u>1</u> |  | <u>\$400</u> | <u>\$400</u>           |
|   | <b>Total</b>                                      |   |          |  |              | <b>\$73,594</b>        |

| <b>Optional Pricing to be evaluated separately from total bid price</b> |            |          |                   |          |                  |
|---|------------|----------|-------------------|----------|------------------|
|   | <b>QTY</b> | <b>X</b> | <b>Unit Price</b> | <b>=</b> | <b>Bid Price</b> |
| Upgrade to electronic team names  |            |          |                   |          |                  |
| Baseball/Softball: LX1340 (10 ft. x 5 ft.)                              | 4          | x        | \$                | =        | \$               |
| Football: LX3150 (10 ft. x 5 ft.)                                       | 1          | x        | \$                | =        | \$               |

**INSTALLATION**

**I. Baseball/Softball Scoreboards**

To be installed on four (4) existing poles.

\*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

**II. Football Scoreboard**

To be installed on four (4) existing poles.

\*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

**REMOVAL**

The nine (9) existing scoreboards shall be removed by vendor and disposed of off-site after the new scoreboards are installed and operational. The removal of the existing scoreboards will be coordinated with the approval of the City. The City reserves the right to retain any equipment and parts and has the first right of refusal of all parts before demolition and disposal off-site.

.....

**Optional pricing to be evaluated separately from total bid:**

**Maintenance and Repair**

The City is requesting costs for a five (5) year warranty/maintenance and service agreement period. The initial five (5) year warranty/maintenance and service agreement period shall begin upon final acceptance by the City of the scoreboards/signs.

Service to Include:

On-site inspection and maintenance to the scoreboards.

**Site Visit - Upon acceptance of the bid**

Upon acceptance of the bid, Major Display will conduct a site visit that will be arranged and conducted within 72 hours. This visit will provide an opportunity to review the project details, assess the site conditions, and address any preliminary questions or concerns. All relevant stakeholders are encouraged to attend to ensure a comprehensive understanding of the project requirements and expectations.

**MANDATORY BID SUBMITTAL FORM**

BID NUMBER: 24-002PR

City of Villa Rica Parks & Recreation Department Scoreboards


Name of Company submitting proposal: SignWorks Pro, Inc

Address of Company: 349 Spence Rd Carrollton, GA 30117

Contact Person: Tim Billingsly

E-mail Address: tim@signworkspro.com

Phone Number: 770-836-3117 Cell Phone #: 678-386-4629

Signature:  Date: 7/12/24

**Description:**

|   | Description                                       | Unit | Brand and Model #                                | QTY | X | Unit Price           | = Bid Price          |
|---|---|------|--|-----|---|----------------------|----------------------|
| 1 | Baseball/Softball Scoreboards                     |      | LX1340 (10 ft. x 5 ft.)                          | 8   |   | 9,214 <sup>00</sup>  | \$ 73,712.00         |
| 2 | Built-In Left Side ID Panel (4 ft x 5 ft)         |      |  | 8   |   |                      | included             |
| 3 | Wireless Transmitter                              |      | Scorelink 400 Embedded Wireless Transmitter      | 8   |   |                      | included             |
| 4 | Wireless Receiver                                 |      | Scorelink 400 Embedded Wireless Receiver         | 8   |   |                      | included             |
| 5 | Carrying Case for control console and accessories |      |  | 8   |   |                      | included             |
| 1 | Football Scoreboard                               |      | LX3150 (10 ft. x 5 ft.)                          | 1   |   | 10,968 <sup>00</sup> | 10,968 <sup>00</sup> |
| 2 | Wireless Transmitter                              |      | Scorelink 400 with Embedded Wireless Transmitter | 1   |   |                      | included             |

|   |   |   |   |  |  |  |          |
|---|---|---|---|--|--|--|----------|
| 3 | Wireless Receiver                                 | Scorelink 400 with Embedded Wireless Receiver | 1 |  |  |  | included |
| 4 | Carrying Case for control console and accessories |   | 1 |  |  |  | incl.    |
| 5 | Built-In Left Side ID Panel (4 ft x 5 ft)         |   | 1 |  |  |  | incl.    |

| Optional Pricing to be evaluated separately from total bid price |     |   |            |   |                        |  |
|--|-----|---|------------|---|------------------------|--|
|  | QTY | X | Unit Price | = | Bid Price              |  |
| Upgrade to electronic team names                                 |     |   |            |   |                        |  |
| Baseball/Softball: LX1340 (10 ft. x 5 ft.)                       | 4   | x | \$         | = | \$ Not Available       |  |
| Football: LX3150 (10 ft. x 5 ft.)                                | 1   | x | \$         | = | \$ 2,080 <sup>00</sup> |  |

**INSTALLATION**

**I. Baseball/Softball Scoreboards**

To be installed on four (4) existing poles.

\*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

**II. Football Scoreboard**

To be installed on four (4) existing poles.

\*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

**REMOVAL**

The nine (9) existing scoreboards shall be removed by vendor and disposed of off-site after the new scoreboards are installed and operational. The removal of the existing scoreboards will be coordinated with the approval of the City. The City reserves the right to retain any equipment and parts and has the first right of refusal of all parts before demolition and disposal off-site.

.....

**Optional pricing to be evaluated separately from total bid:**

**MANDATORY BID SUBMITTAL FORM**

BID NUMBER: 24-002PR

City of Villa Rica Parks & Recreation Department Scoreboards

Name of Company submitting proposal:     **Nevco Sports**    

Address of Company:     **301 East Harris Ave. Greenville, IL 62246**    

Contact Person:     **Brandon McGuinness**    

E-mail Address:     **bmcguinness@nevco.com**    

Phone Number:     **800-851-4040**     Cell Phone #:     **770-789-5878**    

Signature:          Date:     **07/08/2024**    

**Description:**

|   | <b>Description</b>                                | <b>Unit</b> | <b>Brand and Model #</b>           | <b>QTY</b> | <b>X</b> | <b>Unit Price</b> | <b>Bid Price</b> |
|---|---|-------------|------------------------------------|------------|----------|-------------------|------------------|
| 1 | Baseball/Softball Scoreboards                     |             | Model 1625-T (10 ft. x 5 ft.)      | 8          | 1        | \$5,313.00        | \$42,504.00      |
| 2 | Built-In Left Side ID Panel (4 ft x 5 ft)         |             |                                    | 8          | 1        | \$1,100.00        | \$8,800.00       |
| 3 | Wireless Controller                               |             | MPCX2 Baseball Handheld Controller | 8          | 1        | \$375.00          | \$3,000.00       |
| 4 | Wireless Receiver                                 |             | MPCX2 Wireless Receiver            | 8          | 1        | \$635.00          | \$5,080.00       |
| 5 | Carrying Case for control console and accessories |             | MPCX2 Carry Case (holds 2)         | 4          | 1        | \$35.00           | \$140.00         |
|   |   |             |                                    |            |          |                   |                  |
| 1 | Football Scoreboard                               |             | Model 3658 (16 ft. x 5 ft.)        | 1          | 1        | \$8,158.00        | \$8,158.00       |
| 2 | Wireless Controller                               |             | MPCW7 Wireless Controller          | 1          | 1        | \$1,240.00        | \$1,240.00       |
| 3 | Wireless Receiver                                 |             | MPCW7                              | 1          | 1        | \$775.00          | \$775.00         |

|   |   |  |                                   |   |   |                       |                     |
|---|---|--|-----------------------------------|---|---|-----------------------|---------------------|
|   |   |  | Wireless Receiver                 |   |   |                       |                     |
| 4 | Carrying Case for control console and accessories |  | MPCW7 Carry Case                  | 1 | 1 | \$90.00               | \$90.00             |
| 5 | Advertising Space (16 ft x 2 ft)                  |  | Located above or below scoreboard | 1 | 1 | \$1,118.00            | \$1,118.00          |
|   |   |  |                                   |   |   | <b>Shipping</b>       | \$2,278.00          |
|   |   |  |                                   |   |   | <b>Installation</b>   | \$11,345.40         |
|   |   |  |                                   |   |   | <b>Subtotal</b>       | \$84,528.40         |
|   |   |  |                                   |   |   | <b>Discount (20%)</b> | <b>-\$14,181.00</b> |
|   |   |  |                                   |   |   | <b>Total</b>          | <b>\$70,347.40</b>  |

| <b>Optional Pricing to be evaluated separately from total bid price</b> |            |          |                   |          |                  |
|---|------------|----------|-------------------|----------|------------------|
|   | <b>QTY</b> | <b>X</b> | <b>Unit Price</b> | <b>=</b> | <b>Bid Price</b> |
| Upgrade to electronic team names  |            |          |                   |          |                  |
| Baseball/Softball: Model 1625 (10 ft. x 5 ft.)                          | 4          | x        | N/A               | =        | N/A              |
| Football: Model 3658 (16 ft. x 5 ft.)                                   | 1          | x        | \$11,018.00       | =        | \$8,814.40       |

**INSTALLATION**

**I. Baseball/Softball Scoreboards**

To be installed on four (4) existing poles.

\*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

**II. Football Scoreboard**

To be installed on four (4) existing poles.

\*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

**REMOVAL**

The nine (9) existing scoreboards shall be removed by vendor and disposed of off-site after the new scoreboards are installed and operational. The removal of the existing scoreboards will be coordinated with the approval of the City. The City reserves the right to retain any equipment and parts and has the first right of refusal of all parts before demolition and disposal off-site.

## **Optional pricing to be evaluated separately from total bid:**

### **Maintenance and Repair**

The City is requesting costs for a five (5) year warranty/maintenance and service agreement period. The initial five (5) year warranty/maintenance and service agreement period shall begin upon final acceptance by the City of the scoreboards/signs.

Service to Include:

On-site inspection and maintenance to the scoreboards.



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT: Rivershire Place Phase two Final Plat Approval Recommendation**

**AGENDA DATE: December 10<sup>th</sup>, 2024**

**DATE PREPARED: December 2<sup>nd</sup>, 2024**

**PREPARED BY: Nic Griffin**

**PUBLIC HEARING: Not required**

**AMOUNT: N/A**

**GL ACCOUNT #: N/A**

**FUNDING SOURCE: N/A**

**BUDGETED ITEM? N/A**

---

**PURPOSE:** All Final Plats of subdivision developments with public streets must be approved by the Mayor and City Council before building permits are issued. The Rivershire Place Phase 2 Final Plat has been reviewed and items associated with Final Plat approval have been completed.

**BACKGROUND:** Rivershire Place Phase Two is a 96 unit town home development off of Leggett Drive. This development is zoned SFA. The total number of units combined with Phase One is 186 lots. The total acres of Phase 2 is 7.92.

All civil construction has been completed and inspected. The Final Plat has several other items that must be accomplished/completed prior to the vote by the Mayor and City Council. These items have been completed and are listed as follows:

**Maintenance bond submitted - \$182,000.00**

**Street Light Fees paid for one year in advance - \$1,680.00.**

**Water, Sewer, and Storm system as-built record drawings have been submitted and approved.  
All fees associated with the Final Plat submittal have been paid.**

**STAFF RECOMMENDATION:** Staff recommends approval of the Final Plat for Rivershire Place phase two.

**IMPACT:**

**MOTION:** I move to approve the Final Plat for Rivershire Place Phase Two.

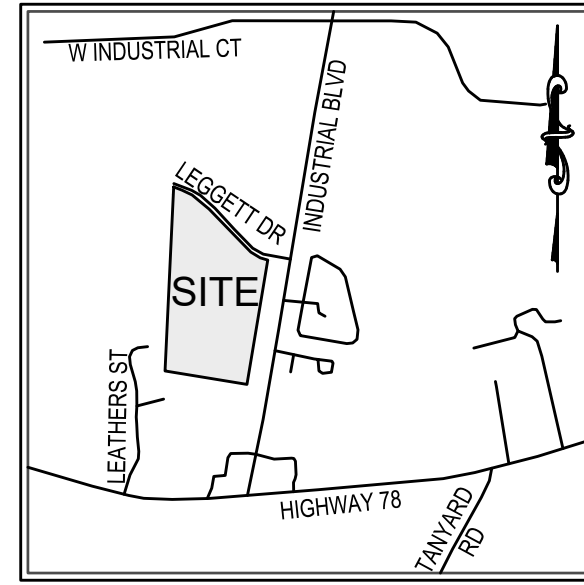
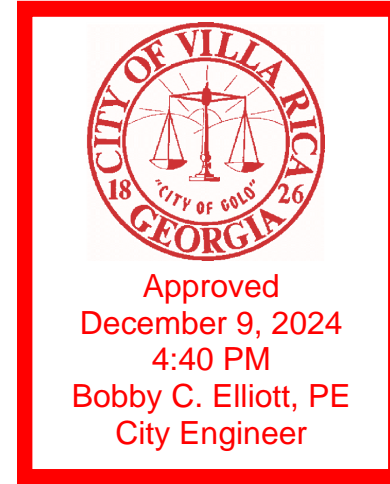
**24 HOUR CONTACT:**  
BRAD HUGHES  
PHONE: 770-519-1668

**OWNER:**  
KESWICK HOME BUILDERS INC.  
4062 PEACHTREE RD NE SUITE A #227  
ATLANTA, GEORGIA 30319  
PHONE: 770-519-1668

**ENGINEER/SURVEYOR:**  
FALCON DESIGN CONSULTANTS  
235 CORPORATE CENTER DRIVE, SUITE 200  
STOCKBRIDGE, GA 30281 (770) 389-8666

**DEVELOPER:**  
WHALE VENTURES LLC  
2319 TERRELL DR.  
CHAMBLEE, GA 30341  
PHONE: 770-710-1010

# FINAL PLAT FOR RIVERSHIRE PLACE PHASE 2 LAND LOT 163, 6TH DISTRICT CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA



**VICINITY MAP**  
N.T.S.



THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

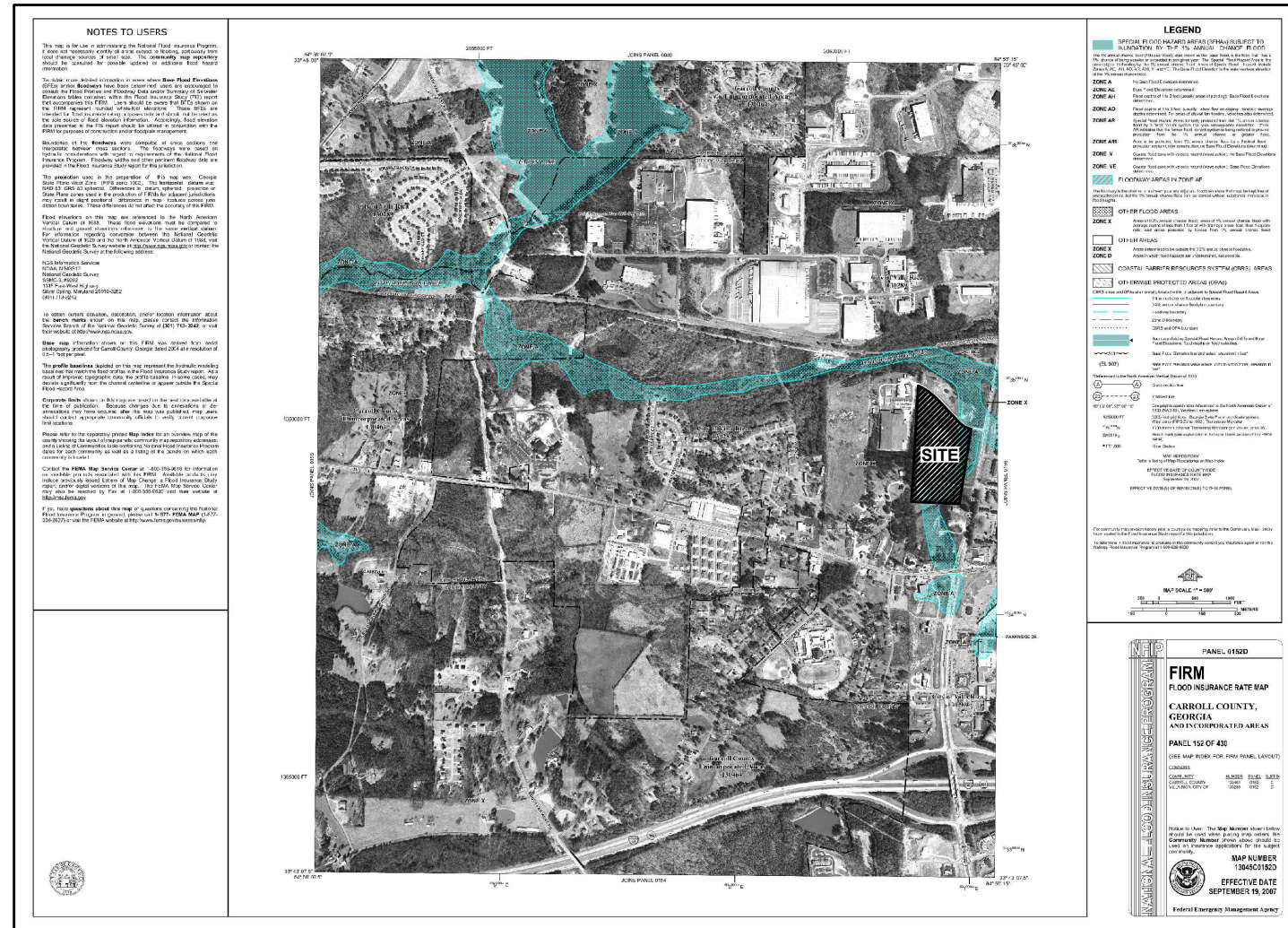
### DEVELOPMENT DATA

- OVERALL DEVELOPMENT  
TOTAL OVERALL ACRES: 21.75 ACRES  
TOTAL NUMBER OF LOTS: 186 LOTS
- PHASE 1  
TOTAL ACRES: 13.83 ACRES  
NUMBER OF LOTS: 90 LOTS  
MIN. LOT SIZE: 2000 S.F.  
MIN. LOT WIDTH: 100 FEET  
MIN. HOUSE SIZE: 1000 S.F.  
ZONING: SFA  
ROAD LENGTHS: WEST HAMPTON WAY = 1,120 LF +/-  
EDINBERG DRIVE = 193 LF +/-  
MERRITT DRIVE = 244 LF +/-
- PHASE 2  
TOTAL ACRES: 7.92 ACRES  
NUMBER OF LOTS: 96 LOTS  
MIN. LOTS SIZE: 2000 S.F.  
MIN LOT WIDTH: 100 FEET  
MIN HOUSE SIZE: 1000 S.F.  
ZONING: SFA  
ROAD LENGTHS: MERRITT DRIVE = 1,201 LF +/-  
EDINBERG DRIVE = 130 LF +/-
- SETBACKS:  
MIN. FRONT YARD SETBACK: 20-25 FEET (AS SHOWN)  
MIN. SIDE YARD SETBACK: N/A FEET  
MIN. BETWEEN BLDGS: 20 FEET  
MIN. REAR YARD SETBACK: 30 FEET
- LOCATED IN THE UPPER LITTLE TALLAPOOSA RIVER WATERSHED
- THERE ARE STATE WATERS WITHIN 200' OF THE SITE
- PROJECT RECEIVING WATER IS AN UNNAMED TRIBUTARY OF LINE CREEK.
- PROPERTY ADDRESS: INDUSTRIAL BLVD, VILLA RICA, CARROLL COUNTY 30180
- EASEMENTS OFF OF RIGHT-OF-WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER
- WATER SERVICE TO BE PROVIDED BY THE CITY OF VILLA RICA UTILITIES
- EASEMENTS ARE CENTERED ON CONSTRUCTED STORM AND SEWER STRUCTURES
- FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, FINISHED FLOOR ELEVATIONS SHALL BE NO LESS THAT 2 FEET ABOVE THE LOW POINT IN THE ROAD.

### SURVEY NOTES

- THE FIELDWORK FOR THIS SURVEY WAS COMPLETED MARCH 9, 2023 WITH LINEAR AND ANGULAR MEASUREMENTS OBTAINED USING A SPECTRA PRECISION FOCUS 35 ROBOTIC TOTAL STATION & CHAMPION TKO GPS UNIT.
- THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 93,615 FEET, AND AN ANGULAR ERROR OF 01" PER ANGLE. IT WAS A CLOSED LOOP TRAVERSE ADJUSTED USING COMPASS RULE METHOD.
- THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 1,341,080 FEET USING THE BEARINGS AND DISTANCES SHOWN HEREON.
- NO N.G.S. MONUMENT FOUND WITHIN 500 FEET OF ANY POINT ON THE SUBJECT PROPERTY.
- ALL PROPERTY CORNERS REFERENCED AS "IPS" INDICATE A 1/2" REBAR PLACED WITH CAP STAMPED "FDC LSF000995" UNLESS OTHERWISE NOTED.
- FALCON DESIGN CONSULTANTS, L.L.C. AND/OR KEVIN M. BROWN DOES NOT GUARANTEE THAT ALL EASEMENTS AND SUB-SURFACE CONDITIONS WHICH MAY AFFECT THIS PROPERTY ARE SHOWN.
- THIS SURVEY IS REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83 (2011)) FOR THE HORIZONTAL DATUM AND THE NORTH AMERICAN VERTICAL DATUM OF 1988 PER THE VIRTUAL REFERENCE SYSTEM CORRECTIONS PROVIDED BY eGPS SOLUTIONS.
- ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES.
- UTILITIES SHOWN ARE BASED ON ABOVE GROUND EVIDENCE. ADDITIONAL UTILITIES MAY EXIST ABOVE OR BELOW GROUND. NO CERTIFICATION OR GUARANTEE IS MADE AS TO THE ACCURACY OR THOROUGHNESS OF THE UTILITIES OR STRUCTURES SHOWN HEREON. PER GEORGIA LAW THE UNDERGROUND UTILITIES PROTECTION SERVICE MUST BE CALLED PRIOR TO THE COMMENCEMENT OF ANY AND ALL EARTH DISTURBING ACTIVITIES.

### FLOOD MAP



### FLOOD NOTE

AS SHOWN ON FLOOD INSURANCE RATE MAPS OF CARROLL COUNTY, GEORGIA COMMUNITY PANEL NUMBER: 13045C0152D EFFECTIVE DATE SEPTEMBER 19, 2007, A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FEMA FLOOD HAZARD AREA (ZONE A). THIS AREA IS SHOWN GRAPHICALLY PER AVAILABLE MAP INFORMATION.

### COVENANT NOTE:

THIS PROPERTY IS SUBJECT TO THE RESTRICTIONS AND COVENANTS RECORDED IN DEED BOOK 6172, PAGE 565 - 647.

### CITY OF VILLA RICA CERTIFICATE

IN ACCORDANCE WITH THE CITY OF VILLA RICA DEVELOPMENT REGULATIONS AND THE CITY'S ZONING ORDINANCE, ALL REQUIREMENTS OF APPROVAL HAVE BEEN FULFILLED; THIS PLAT IS GIVEN FINAL APPROVAL BY THE FOLLOWING OFFICIALS ON BEHALF OF THE CITY OF VILLA RICA.

COMMUNITY DEVELOPMENT DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

PLANNING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

### STATE WATERS BUFFER NOTE:

THERE IS ESTABLISHED A 25 FOOT BUFFER ALONG THE BANKS OF ALL STATE WATERS, AS MEASURED HORIZONTALLY FROM THE POINT WHERE VEGETATION HAS BEEN WRESTED BY NORMAL STREAM FLOW OR WAVE ACTION. NO LAND DISTURBING ACTIVITIES SHALL BE CONDUCTED WITHIN A BUFFER AND A BUFFER SHALL REMAIN IN ITS NATURAL, UNDISTURBED STATE OF VEGETATION UNTIL ALL LAND DISTURBING ACTIVITIES ON THE CONSTRUCTION SITE ARE COMPLETED. ONCE THE FINAL STABILIZATION OF THE SITE IS ACHIEVED, A BUFFER MAY BE THINNED OR TRIMMED OF VEGETATION AS LONG AS A PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM BED; PROVIDED, HOWEVER, THAT ANY PERSON CONSTRUCTING A SINGLE FAMILY RESIDENCE, WHEN SUCH RESIDENCE IS CONSTRUCTED BY OR UNDER CONTRACT WITH THE OWNER FOR HIS OR HER OWN OCCUPANCY, MAY THIN OR TRIM VEGETATION IN A BUFFER AT ANY TIME AS LONG AS PROTECTIVE VEGETATIVE COVER REMAINS TO PROTECT WATER QUALITY AND AQUATIC HABITAT AND A NATURAL CANOPY IS LEFT IN SUFFICIENT QUANTITY TO KEEP SHADE ON THE STREAM.

### BOND AMOUNTS:

MAINTENANCE BOND: \_\_\_\_\_  
PERFORMANCE BOND: \_\_\_\_\_

### OWNERS CERTIFICATE

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, THAT ALL STATE, CITY AND COUNTY TAXES OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID, THAT ALL STREETS, WATER SYSTEMS DRAINS AND DRAINAGE EASEMENTS, AND PUBLIC PLACES ARE DEDICATED TO THE USE OF THE PUBLIC IN PERPETUITY.

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

### SURVEYOR'S CERTIFICATION

THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON.

RECORDATION OF THIS PLAT DOES NOT IMPLY 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.

KEVIN M. BROWN  
REGISTERED LAND SURVEYOR #2960  
10/25/23  
DATE

FINAL PLAT  
FOR  
RIVERSHIRE PLACE  
PHASE 2  
LOCATED IN:  
LAND LOT 163, 6TH DISTRICT  
CITY OF VILLA RICA, GEORGIA

| REVISIONS |  |
|-----------|--|
| 1.        |  |
| 2.        |  |
| 3.        |  |
| 4.        |  |

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

|              |          |
|--------------|----------|
| DATE:        | 10-25-24 |
| SCALE:       | N/A      |
| FILE NUMBER: | 136.014  |
| DRAWN BY:    | CPOPP    |
| REVIEWED BY: | KBROWN   |



SHEET NUMBER  
1 OF 6

**SANITARY SEWER LATERAL LOCATION**

| Sewer Lateral Location |            |            | Sewer Lateral Location |            |            | Sewer Lateral Location |            |            | Sewer Lateral Location |            |            | Sewer Lateral Location |            |            |
|------------------------|------------|------------|------------------------|------------|------------|------------------------|------------|------------|------------------------|------------|------------|------------------------|------------|------------|
| Lot #                  | Northing   | Easting    | Lot #                  | Northing   | Easting    | Lot #                  | Northing   | Easting    | Lot #                  | Northing   | Easting    | Lot #                  | Northing   | Easting    |
| 8                      | 1360127.01 | 2061228.37 | 28                     | 1359610.09 | 2061191.86 | 48                     | 1359074.72 | 2061155.82 | 68                     | 1359144.34 | 2061219.67 | 88                     | 1359698.85 | 2061257.00 |
| 9                      | 1360102.40 | 2061226.67 | 29                     | 1359585.59 | 2061190.29 | 49                     | 1359050.00 | 2061153.51 | 69                     | 1359174.79 | 2061221.83 | 89                     | 1359733.89 | 2061260.32 |
| 10                     | 1360083.41 | 2061226.89 | 30                     | 1359561.70 | 2061188.42 | 50                     | 1359025.95 | 2061152.19 | 70                     | 1359198.75 | 2061222.93 | 90                     | 1359747.45 | 2061260.94 |
| 11                     | 1360059.69 | 2061223.78 | 31                     | 1359537.07 | 2061186.89 | 51                     | 1359002.63 | 2061150.70 | 71                     | 1359221.15 | 2061223.70 | 91                     | 1359771.69 | 2061261.71 |
| 12                     | 1360034.77 | 2061221.27 | 32                     | 1359493.07 | 2061184.68 | 52                     | 1358978.33 | 2061148.27 | 72                     | 1359266.04 | 2061226.98 | 92                     | 1359794.42 | 2061263.45 |
| 13                     | 1360012.34 | 2061219.72 | 33                     | 1359469.97 | 2061182.65 | 53                     | 1358954.29 | 2061146.71 | 73                     | 1359289.75 | 2061229.24 | 93                     | 1359822.12 | 2061265.53 |
| 14                     | 1359989.94 | 2061218.36 | 34                     | 1359445.36 | 2061180.62 | 54                     | 1358935.60 | 2061145.98 | 74                     | 1359313.05 | 2061231.07 | 94                     | 1359843.20 | 2061267.16 |
| 15                     | 1359964.82 | 2061216.97 | 35                     | 1359420.45 | 2061178.96 | 55                     | 1358906.15 | 2061142.84 | 75                     | 1359338.22 | 2061233.12 | 95                     | 1359867.08 | 2061268.59 |
| 16                     | 1359920.35 | 2061213.74 | 36                     | 1359397.45 | 2061177.73 | 56                     | 1358976.44 | 2061239.44 | 76                     | 1359362.62 | 2061234.93 | 96                     | 1359914.76 | 2061271.95 |
| 17                     | 1359892.86 | 2061212.18 | 37                     | 1359373.73 | 2061176.71 | 57                     | 1358974.91 | 2061263.30 | 77                     | 1359386.64 | 2061236.21 | 97                     | 1359940.90 | 2061273.56 |
| 18                     | 1359869.85 | 2061210.69 | 38                     | 1359350.45 | 2061175.08 | 58                     | 1358973.14 | 2061285.87 | 78                     | 1359409.13 | 2061237.44 | 98                     | 1359963.04 | 2061274.79 |
| 19                     | 1359845.68 | 2061207.95 | 39                     | 1359325.32 | 2061172.78 | 59                     | 1358971.14 | 2061309.68 | 79                     | 1359433.72 | 2061239.28 | 99                     | 1359987.08 | 2061276.43 |
| 20                     | 1359821.45 | 2061206.96 | 40                     | 1359281.72 | 2061169.77 | 60                     | 1358969.44 | 2061334.14 | 80                     | 1359477.28 | 2061241.27 | 100                    | 1360011.01 | 2061278.06 |
| 21                     | 1359797.02 | 2061204.57 | 41                     | 1359258.48 | 2061168.30 | 61                     | 1358968.39 | 2061358.47 | 81                     | 1359503.18 | 2061243.69 | 101                    | 1360030.43 | 2061279.22 |
| 22                     | 1359773.31 | 2061202.85 | 42                     | 1359233.46 | 2061166.75 | 62                     | 1358966.51 | 2061382.56 | 82                     | 1359534.77 | 2061246.01 | 102                    | 1360053.33 | 2061281.64 |
| 23                     | 1359747.46 | 2061200.72 | 43                     | 1359209.68 | 2061165.27 | 63                     | 1358964.26 | 2061405.79 | 83                     | 1359558.66 | 2061247.37 | 103                    | 1360081.17 | 2061284.34 |
| 24                     | 1359703.84 | 2061198.21 | 44                     | 1359189.36 | 2061162.48 | 64                     | 1359054.22 | 2061213.61 | 84                     | 1359582.44 | 2061249.06 |                        |            |            |
| 25                     | 1359682.32 | 2061196.71 | 45                     | 1359166.13 | 2061161.03 | 65                     | 1359078.30 | 2061214.97 | 85                     | 1359607.88 | 2061250.81 |                        |            |            |
| 26                     | 1359658.00 | 2061194.97 | 46                     | 1359142.17 | 2061159.14 | 66                     | 1359102.62 | 2061216.16 | 86                     | 1359632.08 | 2061252.23 |                        |            |            |
| 27                     | 1359633.00 | 2061193.18 | 47                     | 1359118.01 | 2061159.27 | 67                     | 1359126.74 | 2061218.04 | 87                     | 1359655.00 | 2061254.21 |                        |            |            |

**24 HOUR CONTACT:**  
BRAD HUGHES  
PHONE: 770-519-1668

**OWNER:**  
KESWICK HOME BUILDERS INC.  
4062 PEACHTREE RD NE SUITE A #227  
ATLANTA, GEORGIA 30319  
PHONE: 770-519-1668

**ENGINEER/SURVEYOR:**  
FALCON DESIGN CONSULTANTS  
235 CORPORATE CENTER DRIVE, SUITE 200  
STOCKBRIDGE, GA 30281 (770) 389-8666

**DEVELOPER:**  
WHALE VENTURES LLC  
2319 TERRELL DR.  
CHAMBLEE, GA 30341  
PHONE: 770-710-1010

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

**NOTE:**  
ALL SEWER LATERALS HAVE A DEPTH BETWEEN 8-10'.

**ZONING CONDITIONS**

GIL MCDOUGAL, MAYOR  
CITY COUNCIL:  
DANNY CARTER, MAYOR PRO TEM  
SHIRLEY MARCHMAN  
LESLIE MCPHERSON  
MATTHEW MONTAHAN

**City of Villa Rica**



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

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

**THE CITY OF VILLA RICA  
LETTER OF DECISION  
Case No.: RA-01-21 & VA-03-21**

August 17, 2021

Brad Hughes  
Rockhaven Homes, LLC  
c/o Joseph H. Fowler, Esq.  
PO Box 489  
Douglasville, GA 30135

Dear Mr. Hughes,

On May 11, 2021, the Mayor and Council of the City of Villa Rica approved a rezoning of Parcel Number V02 0070012 from Commercial Medium-Density (C2) to Single-Family Attached (SFA) in order for a 210-unit townhouse development to be constructed on the property as a part of application RA-01-21/VA-03-21, in Land Lot 162 of the 6<sup>th</sup> District in Carroll County. There were no conditions as a part of the approval.

This letter is to confirm that the following variances have also been granted by the City of Villa Rica City Council on August 10, 2021:

- Section 4.06/Table 4.4 – A minimum front yard setback of 35' is required from Leggett Drive and 25' from interior streets. A deviation to a 20' front yard setback has been permitted.
- Section 9.03(2)(c) – Individual buildings shall be located to avoid more than two (2) buildings with parallel orientations to a public street, unless offset by more than twenty (20) feet. Vary the orientation to lessen the massing. The maximum length of a multi-family building shall not exceed one-hundred ninety-two (192) feet. No more than eight (8) townhome units shall be attached in a single row. A reduction of the required 20' offset to a 5' offset has been permitted.

You have now completed the Planning and Zoning process for your project and can move forward with working with Bobby Elliott, P.E., Community Development Director to receive preliminary plat approvals.

Sincerely,  
  
Ronald Johnson  
Planning & Zoning Specialist

Approved  
December 9, 2024  
4:40 PM  
Bobby C. Elliott, PE  
City Engineer

**LEGEND**

|                                     |                             |
|-------------------------------------|-----------------------------|
| DB DEED BOOK                        | L LINE LABEL                |
| PB PLAT BOOK                        | PKS PK NAIL SET             |
| PG PAGE                             | SSE SANITARY SEWER EASEMENT |
| LL LAND LOT                         | UE UTILITY EASEMENT         |
| OTP OPEN TOP PIPE                   | REF REFERENCE               |
| RB REBAR                            | C/O SEWER CLEAN OUT         |
| IPF IRON PIN FOUND                  | SQ. FT. SQUARE FOOT         |
| IPS 1/2" REBAR W/C FDC 000995       |                             |
| CTP CRIMP TOP PIPE                  | IRON PIN FOUND              |
| C&G CURB & GUTTER                   | IRON PIN SET                |
| R/W RIGHT OF WAY                    | CALCULATED POINT            |
| N/F NOW OR FORMERLY                 | POWER POLE                  |
| -E- OVERHEAD POWER LINE             | FIRE HYDRANT                |
| CMP CORRUGATED METAL PIPE           | WATER VALVE                 |
| SWMF STORMWATER MANAGEMENT FACILITY | WATER METER                 |
| TBM TEMPORARY BENCHMARK             | JUNCTION BOX                |
| POB POINT OF BEGINNING              | SANITARY SEWER MANHOLE      |
| POC POINT OF COMMENCEMENT           | DROP INLET                  |
| RCP REINFORCED CONCRETE PIPE        | R/W MONUMENT                |
| DIP DUCTILE IRON PIPE               | SINGLE WING CATCH BASIN     |
| PVC POLYVINYL CHLORIDE PIPE         | DOUBLE WING CATCH BASIN     |
| HDPE HIGH DENSITY POLYETHYLENE PIPE | CURB INLET                  |
| P PROPERTY LINE                     | HEADWALL                    |
| C CENTERLINE                        | FLARED END SECTION          |
| ID IDENTIFICATION                   | GAS METER                   |
| B.S.L. BUILDING SETBACK LINE        | GAS VALVE                   |
| BOC BACK OF CURB                    | ELECTRIC TRANSFORMER        |
| C CURVE LABEL                       | TELEPHONE PEDESTAL          |
| CI CURB INLET                       | LIGHT POST                  |
| DE DRAINAGE EASEMENT                | CONCRETE                    |
| EOP EDGE OF PAVEMENT                |                             |
| FH FIRE HYDRANT                     |                             |
| B.A. BUILDABLE AREA                 |                             |

CIVIL ENGINEERING  
CONSTRUCTION MANAGEMENT  
LANDSCAPE ARCHITECT  
LAND PLANNING

**FALCON DESIGN CONSULTANTS**

STOCKBRIDGE OFFICE  
235 CORPORATE CENTER DRIVE, SUITE 200  
STOCKBRIDGE, GEORGIA 30281  
PH (770) 389-8666 - Fax (770) 389-8666

NEWNAS OFFICE  
40 GREENWAY CT., STE. A  
NEWNAS, GEORGIA 30066  
PH (770) 710-2499

CUMMING OFFICE  
500 PEARLE FERRY RD., STE. C  
CUMMING, GEORGIA 30046  
PH (770) 957-1709

FINAL PLAT FOR RIVERSHIRE PLACE PHASE 2 LOCATED IN: LAND LOT 163, 6TH DISTRICT CITY OF VILLA RICA, GEORGIA

| REVISIONS | DESCRIPTION |
|-----------|-------------|
| 1.        |             |
| 2.        |             |
| 3.        |             |
| 4.        |             |

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

|              |          |
|--------------|----------|
| DATE:        | 10-25-24 |
| SCALE:       | N/A      |
| FILE NUMBER: | 136.014  |
| DRAWN BY:    | CPOPP    |
| REVIEWED BY: | KBROWN   |

GEORGIA REGISTERED PROFESSIONAL SURVEYOR  
No. 2960  
  
KEVIN M. BROWN  
10/25/24  
COA# LSF 000995  
THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER  
**2 OF 6**

**24 HOUR CONTACT:**

BRAD HUGHES  
PHONE: 770-519-1668

**OWNER:**

KESWICK HOME BUILDERS INC.  
4062 PEACHTREE RD NE SUITE A #227  
ATLANTA, GEORGIA 30319  
PHONE: 770-519-1668

**ENGINEER/SURVEYOR:**

FALCON DESIGN CONSULTANTS  
235 CORPORATE CENTER DRIVE, SUITE 200  
STOCKBRIDGE, GA 30281 (770) 389-8666

**DEVELOPER:**

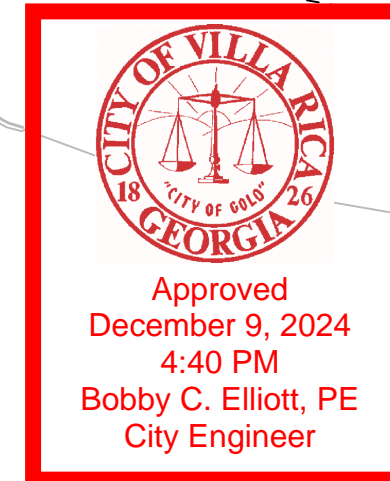
WHALE VENTURES LLC  
2319 TERRELL DR.  
CHAMBLEE, GA 30341  
PHONE: 770-710-1010

N/F  
SPMK XVII ARBOR BEND LLC  
#200 INDUSTRIAL BLVD  
TAX ID V02 0070110  
DB 5378, PG 318

N/F  
VILLA RICA APARTMENTS II  
#162 INDUSTRIAL BLVD  
TAX ID V02 0070146  
DB 605, PG 6

N/F  
VILLA RICA APARTMENTS LTD  
#70 INDUSTRIAL BLVD  
TAX ID V02 0070109  
DB 486, PG 509

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT



STOCKBRIDGE OFFICE  
235 CORPORATE CENTER, SUITE 200  
STOCKBRIDGE, GEORGIA 30281  
PH (770) 389-8666 - Fax (770) 389-8666

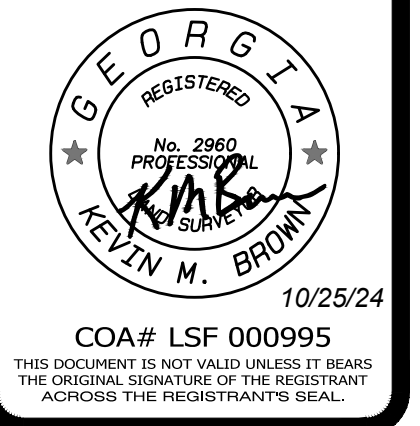
CHAMBLEE OFFICE  
500 PEARLE FERRY RD., STE C  
CHAMBLEE, GEORGIA 30005  
PH (770) 710-1010

FINAL PLAT  
FOR  
RIVERSHIRE PLACE  
PHASE 2  
LOCATED IN:  
LAND LOT 163, 6TH DISTRICT  
CITY OF VILLA RICA, GEORGIA

| NO. | REVISIONS |
|-----|-----------|
| 1   |           |
| 2   |           |
| 3   |           |
| 4   |           |

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

|              |           |
|--------------|-----------|
| DATE:        | 10-25-24  |
| SCALE:       | 1" = 100' |
| FILE NUMBER: | 136.014   |
| DRAWN BY:    | CPOPP     |
| REVIEWED BY: | KBROWN    |



SHEET NUMBER  
**3 OF 6**

N/F  
LARMAC INC  
TAX ID V02 0070180  
#33 LEGGETT DR  
DB 2340, PG 322  
PB 41, PG 1  
ZONED I2

N/F  
MARK L CAMP  
TAX ID V02 0070176  
#55 LEGGETT DR  
DB 5547, PG 252  
PB 89, PG 206  
ZONED I2

N/F  
LARMAC INC  
TAX ID V02 0070152  
#21 LEGGETT DR  
DB 2373, PG 1  
ZONED I2

N/F  
MARK L CAMP  
TAX ID V02 0070158  
#65 LEGGETT DR  
DB 5547, PG 252  
PB 89, PG 206  
ZONED I2

L=133.08  
R=447.47  
CH=S51° 27' 13"E  
CL=132.59

S59° 38' 25"E  
145.37

L=212.38  
R=328.50  
CH=S61° 27' 26"E  
CL=208.70

S42° 56' 01"E  
465.00'

S10° 01' 10"W  
1043.36'

N86° 29' 50"W  
659.13'

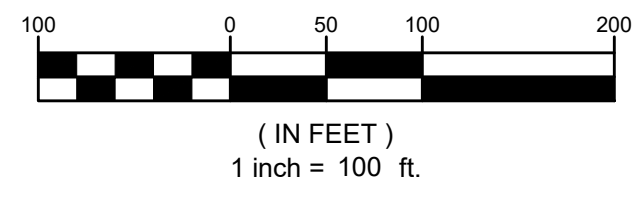
N/F  
100 LEGGETT DRIVE LLC  
TAX ID V02 0070150  
#100 LEGGETT DR  
DB 2995, PG 86  
ZONED I2

N03° 58' 13"E  
1586.49'

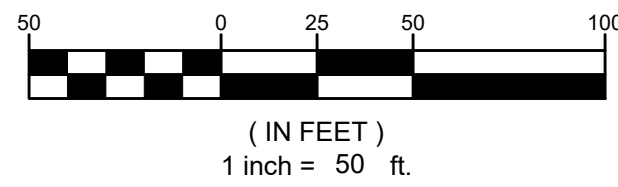
N/F  
ROBERT LEATHERS  
TAX ID V02 0070108  
#759 W BANKHEAD HWY  
DB 451, PG 478  
ZONED I2

N/F  
FMDP INVESTMENTS LLC  
TAX ID V02 0070504  
#757 W BANKHEAD HWY  
PB 106, PG 201  
ZONED C2

**GRAPHIC SCALE**



**GRAPHIC SCALE**



| Parcel # | Sq. Ft. | Acres |
|----------|---------|-------|
| 8        | 2520.08 | 0.06  |
| 9        | 2520.25 | 0.06  |
| 10       | 2520.48 | 0.06  |
| 11       | 2520.70 | 0.06  |
| 12       | 2520.93 | 0.06  |
| 13       | 2521.16 | 0.06  |
| 14       | 2521.39 | 0.06  |
| 15       | 2521.62 | 0.06  |
| 16       | 2522.04 | 0.06  |
| 17       | 2522.26 | 0.06  |
| 18       | 2522.49 | 0.06  |
| 19       | 2522.72 | 0.06  |
| 20       | 2522.95 | 0.06  |
| 21       | 2523.18 | 0.06  |
| 22       | 2523.40 | 0.06  |
| 23       | 2523.63 | 0.06  |
| 24       | 2524.05 | 0.06  |
| 25       | 2524.28 | 0.06  |
| 26       | 2524.51 | 0.06  |
| 27       | 2524.74 | 0.06  |

| Parcel # | Sq. Ft. | Acres |
|----------|---------|-------|
| 28       | 2524.96 | 0.06  |
| 29       | 2525.19 | 0.06  |
| 30       | 2525.42 | 0.06  |
| 31       | 2525.65 | 0.06  |
| 32       | 2526.07 | 0.06  |
| 33       | 2526.30 | 0.06  |
| 34       | 2526.52 | 0.06  |
| 35       | 2526.75 | 0.06  |
| 36       | 2526.98 | 0.06  |
| 37       | 2527.21 | 0.06  |
| 38       | 2527.44 | 0.06  |
| 39       | 2527.66 | 0.06  |
| 40       | 2528.08 | 0.06  |
| 41       | 2528.31 | 0.06  |
| 42       | 2528.54 | 0.06  |
| 43       | 2528.77 | 0.06  |
| 44       | 2529.00 | 0.06  |
| 45       | 2529.22 | 0.06  |
| 46       | 2529.45 | 0.06  |
| 47       | 2529.68 | 0.06  |

| Parcel # | Sq. Ft. | Acres |
|----------|---------|-------|
| 48       | 2530.11 | 0.06  |
| 49       | 2530.33 | 0.06  |
| 50       | 2530.56 | 0.06  |
| 51       | 2530.78 | 0.06  |
| 52       | 2531.01 | 0.06  |
| 53       | 2531.24 | 0.06  |
| 54       | 2531.47 | 0.06  |
| 55       | 2531.69 | 0.06  |
| 56       | 2400.00 | 0.06  |
| 57       | 2400.00 | 0.06  |
| 58       | 2400.00 | 0.06  |
| 59       | 2400.00 | 0.06  |
| 60       | 2400.00 | 0.06  |
| 61       | 2400.00 | 0.06  |
| 62       | 2400.00 | 0.06  |
| 63       | 2400.00 | 0.06  |
| 64       | 2520.00 | 0.06  |
| 65       | 2520.00 | 0.06  |
| 66       | 2520.00 | 0.06  |
| 67       | 2520.00 | 0.06  |

| Parcel # | Sq. Ft. | Acres |
|----------|---------|-------|
| 68       | 2520.00 | 0.06  |
| 69       | 2520.00 | 0.06  |
| 70       | 2520.00 | 0.06  |
| 71       | 2520.00 | 0.06  |
| 72       | 2400.00 | 0.06  |
| 73       | 2400.00 | 0.06  |
| 74       | 2400.00 | 0.06  |
| 75       | 2400.00 | 0.06  |
| 76       | 2400.00 | 0.06  |
| 77       | 2400.00 | 0.06  |
| 78       | 2400.00 | 0.06  |
| 79       | 2400.00 | 0.06  |
| 80       | 2520.00 | 0.06  |
| 81       | 2520.00 | 0.06  |
| 82       | 2520.00 | 0.06  |
| 83       | 2520.00 | 0.06  |
| 84       | 2520.00 | 0.06  |
| 85       | 2520.00 | 0.06  |
| 86       | 2520.00 | 0.06  |
| 87       | 2520.00 | 0.06  |

| Parcel # | Sq. Ft. | Acres |
|----------|---------|-------|
| 88       | 2400.00 | 0.06  |
| 89       | 2400.00 | 0.06  |
| 90       | 2400.00 | 0.06  |
| 91       | 2400.00 | 0.06  |
| 92       | 2400.00 | 0.06  |
| 93       | 2400.00 | 0.06  |
| 94       | 2400.00 | 0.06  |
| 95       | 2400.00 | 0.06  |
| 96       | 2520.00 | 0.06  |
| 97       | 2520.00 | 0.06  |
| 98       | 2520.00 | 0.06  |
| 99       | 2520.00 | 0.06  |
| 100      | 2520.00 | 0.06  |
| 101      | 2520.00 | 0.06  |
| 102      | 2520.00 | 0.06  |
| 103      | 2520.00 | 0.06  |



CIVIL ENGINEERING  
CONSTRUCTION MANAGEMENT  
LAND SURVEYING  
LANDSCAPE ARCHITECT  
LAND PLANNING

NEWSPASS OFFICE  
40 GREENWAY CT., STE. A  
NEWNAN, GEORGIA 30066  
PH: (770) 794-9999  
WWW.FDC-DC.COM

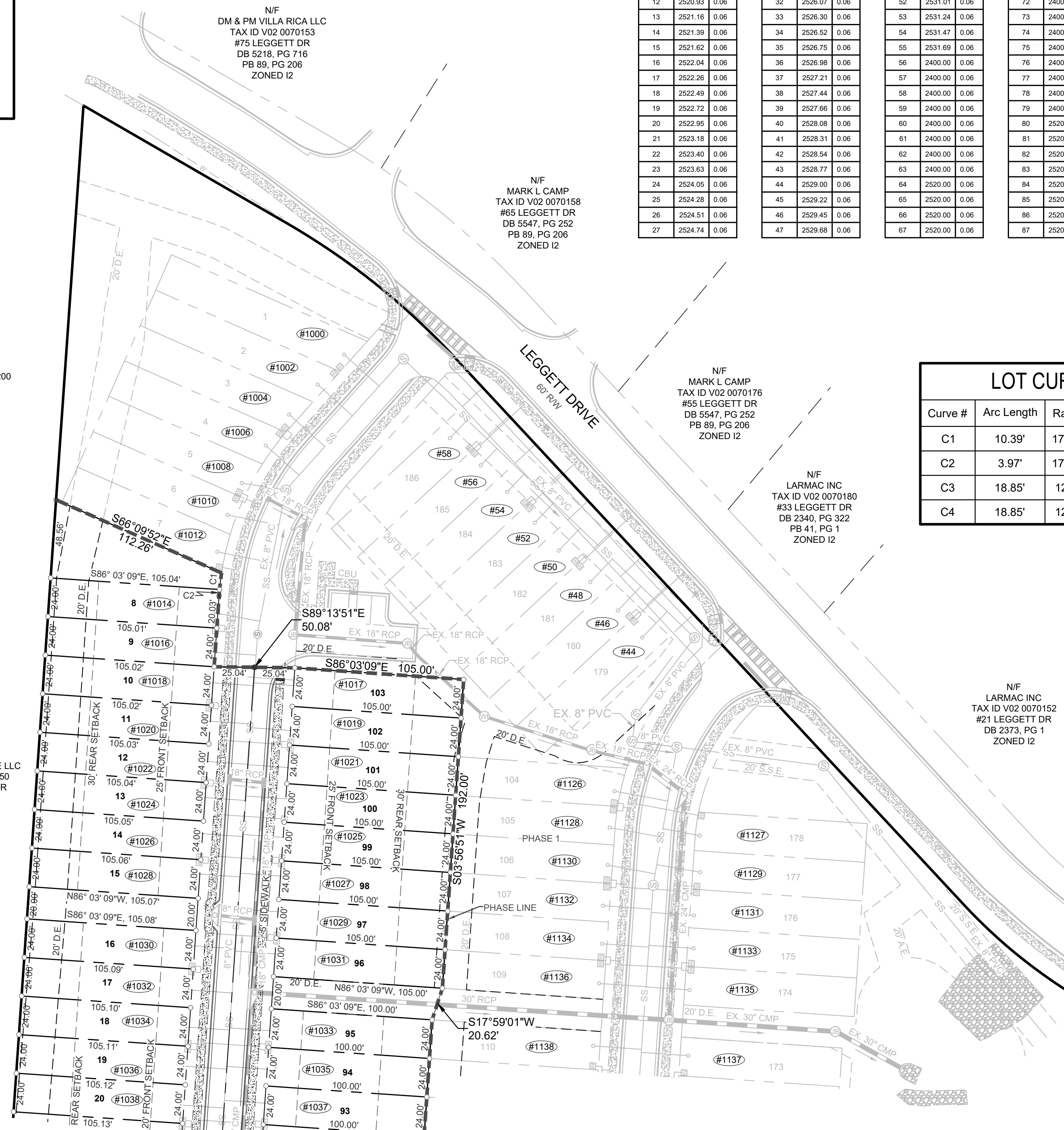
THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

**24 HOUR CONTACT:**  
BRAD HUGHES  
PHONE: 770-519-1668

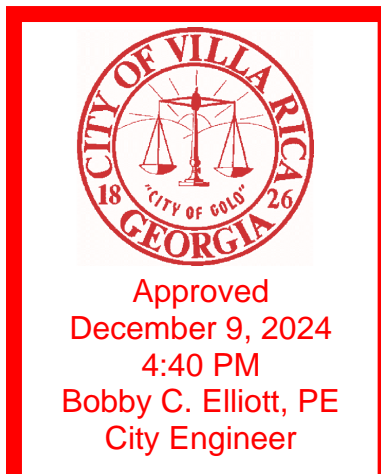
**OWNER:**  
KESWICK HOME BUILDERS INC.  
4062 PEACHTREE RD NE SUITE A #227  
ATLANTA, GEORGIA 30319  
PHONE: 770-519-1668

**ENGINEER/SURVEYOR:**  
FALCON DESIGN CONSULTANTS  
235 CORPORATE CENTER DRIVE, SUITE 200  
STOCKBRIDGE, GA 30281 (770) 389-8666

**DEVELOPER:**  
WHALE VENTURES LLC  
2319 TERRELL DR.  
CHAMBLEE, GA 30341  
PHONE: 770-710-1010



| Curve # | Arc Length | Radius  | Chord         | Length |
|---------|------------|---------|---------------|--------|
| C1      | 10.39'     | 175.00' | S6° 56' 57"W  | 10.39' |
| C2      | 3.97'      | 175.00' | S4° 35' 53"W  | 3.97'  |
| C3      | 18.85'     | 12.00'  | N48° 56' 51"E | 16.97' |
| C4      | 18.85'     | 12.00'  | N41° 03' 09"W | 16.97' |



FINAL PLAN FOR RIVERSHIRE PLACE PHASE 2 LOCATED IN: LAND LOT 163, 6TH DISTRICT CITY OF VILLA RICA, GEORGIA

| REVISIONS | DATE | DESCRIPTION |
|-----------|------|-------------|
| 1         |      |             |
| 2         |      |             |
| 3         |      |             |
| 4         |      |             |

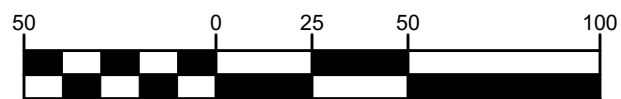
THIS PLAN WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

|              |          |
|--------------|----------|
| DATE:        | 10-25-24 |
| SCALE:       | 1"=50'   |
| FILE NUMBER: | 136.014  |
| DRAWN BY:    | CPOPP    |
| REVIEWED BY: | KBROWN   |



SHEET NUMBER  
**4 OF 6**

**GRAPHIC SCALE**



(IN FEET)  
1 inch = 50 ft.



**24 HOUR CONTACT:**  
BRAD HUGHES  
PHONE: 770-519-1668

**OWNER:**  
KESWICK HOME BUILDERS INC.  
4062 PEACHTREE RD NE SUITE A #227  
ATLANTA, GEORGIA 30319  
PHONE: 770-519-1668

**ENGINEER/SURVEYOR:**  
FALCON DESIGN CONSULTANTS  
235 CORPORATE CENTER DRIVE, SUITE 200  
STOCKBRIDGE, GA 30281 (770) 389-8666

**DEVELOPER:**  
WHALE VENTURES LLC  
2319 TERRELL DR.  
CHAMBLEE, GA 30341  
PHONE: 770-710-1010

**LOT CURVE TABLE**

| Curve # | Arc Length | Radius  | Chord         | Length |
|---------|------------|---------|---------------|--------|
| C1      | 10.39'     | 175.00' | S6° 56' 57"W  | 10.39' |
| C2      | 3.97'      | 175.00' | S4° 35' 53"W  | 3.97'  |
| C3      | 18.85'     | 12.00'  | N48° 56' 51"E | 16.97' |
| C4      | 18.85'     | 12.00'  | N41° 03' 09"W | 16.97' |

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT



Parcel Area Table

| Parcel # | Sq. Ft. | Acres |
|----------|---------|-------|
| 8        | 2520.08 | 0.06  |
| 9        | 2520.25 | 0.06  |
| 10       | 2520.48 | 0.06  |
| 11       | 2520.70 | 0.06  |
| 12       | 2520.93 | 0.06  |
| 13       | 2521.16 | 0.06  |
| 14       | 2521.39 | 0.06  |
| 15       | 2521.62 | 0.06  |
| 16       | 2522.04 | 0.06  |
| 17       | 2522.26 | 0.06  |
| 18       | 2522.49 | 0.06  |
| 19       | 2522.72 | 0.06  |
| 20       | 2522.95 | 0.06  |
| 21       | 2523.18 | 0.06  |
| 22       | 2523.40 | 0.06  |
| 23       | 2523.63 | 0.06  |
| 24       | 2524.05 | 0.06  |
| 25       | 2524.28 | 0.06  |
| 26       | 2524.51 | 0.06  |
| 27       | 2524.74 | 0.06  |

Parcel Area Table

| Parcel # | Sq. Ft. | Acres |
|----------|---------|-------|
| 28       | 2524.96 | 0.06  |
| 29       | 2525.19 | 0.06  |
| 30       | 2525.42 | 0.06  |
| 31       | 2525.65 | 0.06  |
| 32       | 2526.07 | 0.06  |
| 33       | 2526.30 | 0.06  |
| 34       | 2526.52 | 0.06  |
| 35       | 2526.75 | 0.06  |
| 36       | 2526.98 | 0.06  |
| 37       | 2527.21 | 0.06  |
| 38       | 2527.44 | 0.06  |
| 39       | 2527.66 | 0.06  |
| 40       | 2528.08 | 0.06  |
| 41       | 2528.31 | 0.06  |
| 42       | 2528.54 | 0.06  |
| 43       | 2528.77 | 0.06  |
| 44       | 2529.00 | 0.06  |
| 45       | 2529.22 | 0.06  |
| 46       | 2529.45 | 0.06  |
| 47       | 2529.68 | 0.06  |

Parcel Area Table

| Parcel # | Sq. Ft. | Acres |
|----------|---------|-------|
| 48       | 2530.11 | 0.06  |
| 49       | 2530.33 | 0.06  |
| 50       | 2530.56 | 0.06  |
| 51       | 2530.78 | 0.06  |
| 52       | 2531.01 | 0.06  |
| 53       | 2531.24 | 0.06  |
| 54       | 2531.47 | 0.06  |
| 55       | 2531.69 | 0.06  |
| 56       | 2400.00 | 0.06  |
| 57       | 2400.00 | 0.06  |
| 58       | 2400.00 | 0.06  |
| 59       | 2400.00 | 0.06  |
| 60       | 2400.00 | 0.06  |
| 61       | 2400.00 | 0.06  |
| 62       | 2400.00 | 0.06  |
| 63       | 2400.00 | 0.06  |
| 64       | 2520.00 | 0.06  |
| 65       | 2520.00 | 0.06  |
| 66       | 2520.00 | 0.06  |
| 67       | 2520.00 | 0.06  |

Parcel Area Table

| Parcel # | Sq. Ft. | Acres |
|----------|---------|-------|
| 68       | 2520.00 | 0.06  |
| 69       | 2520.00 | 0.06  |
| 70       | 2520.00 | 0.06  |
| 71       | 2520.00 | 0.06  |
| 72       | 2400.00 | 0.06  |
| 73       | 2400.00 | 0.06  |
| 74       | 2400.00 | 0.06  |
| 75       | 2400.00 | 0.06  |
| 76       | 2400.00 | 0.06  |
| 77       | 2400.00 | 0.06  |
| 78       | 2400.00 | 0.06  |
| 79       | 2400.00 | 0.06  |
| 80       | 2520.00 | 0.06  |
| 81       | 2520.00 | 0.06  |
| 82       | 2520.00 | 0.06  |
| 83       | 2520.00 | 0.06  |
| 84       | 2520.00 | 0.06  |
| 85       | 2520.00 | 0.06  |
| 86       | 2520.00 | 0.06  |
| 87       | 2520.00 | 0.06  |

Parcel Area Table

| Parcel # | Sq. Ft. | Acres |
|----------|---------|-------|
| 88       | 2400.00 | 0.06  |
| 89       | 2400.00 | 0.06  |
| 90       | 2400.00 | 0.06  |
| 91       | 2400.00 | 0.06  |
| 92       | 2400.00 | 0.06  |
| 93       | 2400.00 | 0.06  |
| 94       | 2400.00 | 0.06  |
| 95       | 2400.00 | 0.06  |
| 96       | 2520.00 | 0.06  |
| 97       | 2520.00 | 0.06  |
| 98       | 2520.00 | 0.06  |
| 99       | 2520.00 | 0.06  |
| 100      | 2520.00 | 0.06  |
| 101      | 2520.00 | 0.06  |
| 102      | 2520.00 | 0.06  |
| 103      | 2520.00 | 0.06  |

CIVIL ENGINEERING  
CONSTRUCTION MANAGEMENT  
LAND SURVEYING  
LANDSCAPE ARCHITECT  
LAND PLANNING

**FALCON DESIGN CONSULTANTS**

STOCKBRIDGE OFFICE  
235 CORPORATE CENTER DRIVE, SUITE 200  
STOCKBRIDGE, GEORGIA 30281  
PH (770) 389-8666 - FAX (770) 389-8666

NEWNAN OFFICE  
40 GREENWAY CT., SUITE A  
NEWNAN, GEORGIA 30568  
PH (770) 770-3499

CHAMBLEE OFFICE  
500 PEARLE FERRY RD., SUITE C  
CHAMBLEE, GEORGIA 30005  
PH (404) 487-2700

www.fdc-llc.com

FINAL PLAN  
FOR  
**RIVERSHIRE PLACE**  
PHASE 2  
LOCATED IN:  
LAND LOT 163, 6TH DISTRICT  
CITY OF VILLA RICA, GEORGIA

REVISIONS

|    |  |
|----|--|
| 1. |  |
| 2. |  |
| 3. |  |
| 4. |  |

THIS PLAN WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

DATE: 10-25-24  
SCALE: 1"=50'  
FILE NUMBER: 136.014  
DRAWN BY: CPOPP  
REVIEWED BY: KBRWN

**CITY OF VILLA RICA**  
REGISTERED  
No. 2960  
PROFESSIONAL  
SURVEYOR  
KEYVIN M. BROWN  
10/25/24  
Approved  
December 9, 2024  
4:40 PM  
Bobby C. Elliott, PE  
City Engineer

GEORGIA REGISTERED PROFESSIONAL SURVEYOR  
KEYVIN M. BROWN  
10/25/24  
COA# LSF 000995  
THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER  
**5 OF 6**

**24 HOUR CONTACT:**  
BRAD HUGHES  
PHONE: 770-519-1668

**OWNER:**  
KESWICK HOME BUILDERS INC.  
4062 PEACHTREE RD NE SUITE A #227  
ATLANTA, GEORGIA 30319  
PHONE: 770-519-1668

**ENGINEER/SURVEYOR:**  
FALCON DESIGN CONSULTANTS  
235 CORPORATE CENTER DRIVE, SUITE 200  
STOCKBRIDGE, GA 30281 (770) 389-8666

**DEVELOPER:**  
WHALE VENTURES LLC  
2319 TERRELL DR.  
CHAMBLEE, GA 30341  
PHONE: 770-710-1010

| LOT CURVE TABLE |            |         |               |        |
|-----------------|------------|---------|---------------|--------|
| Curve #         | Arc Length | Radius  | Chord         | Length |
| C1              | 10.39'     | 175.00' | S6° 56' 57"W  | 10.39' |
| C2              | 3.97'      | 175.00' | S4° 35' 53"W  | 3.97'  |
| C3              | 18.85'     | 12.00'  | N48° 56' 51"E | 16.97' |
| C4              | 18.85'     | 12.00'  | N41° 03' 09"W | 16.97' |

| Parcel Area Table |         |       |
|-------------------|---------|-------|
| Parcel #          | Sq. Ft. | Acres |
| 8                 | 2520.08 | 0.06  |
| 9                 | 2520.25 | 0.06  |
| 10                | 2520.48 | 0.06  |
| 11                | 2520.70 | 0.06  |
| 12                | 2520.93 | 0.06  |
| 13                | 2521.16 | 0.06  |
| 14                | 2521.39 | 0.06  |
| 15                | 2521.62 | 0.06  |
| 16                | 2522.04 | 0.06  |
| 17                | 2522.26 | 0.06  |
| 18                | 2522.49 | 0.06  |
| 19                | 2522.72 | 0.06  |
| 20                | 2522.95 | 0.06  |
| 21                | 2523.18 | 0.06  |
| 22                | 2523.40 | 0.06  |
| 23                | 2523.63 | 0.06  |
| 24                | 2524.05 | 0.06  |
| 25                | 2524.28 | 0.06  |
| 26                | 2524.51 | 0.06  |
| 27                | 2524.74 | 0.06  |

| Parcel Area Table |         |       |
|-------------------|---------|-------|
| Parcel #          | Sq. Ft. | Acres |
| 28                | 2524.96 | 0.06  |
| 29                | 2525.19 | 0.06  |
| 30                | 2525.42 | 0.06  |
| 31                | 2525.65 | 0.06  |
| 32                | 2526.07 | 0.06  |
| 33                | 2526.30 | 0.06  |
| 34                | 2526.52 | 0.06  |
| 35                | 2526.75 | 0.06  |
| 36                | 2526.98 | 0.06  |
| 37                | 2527.21 | 0.06  |
| 38                | 2527.44 | 0.06  |
| 39                | 2527.66 | 0.06  |
| 40                | 2528.08 | 0.06  |
| 41                | 2528.31 | 0.06  |
| 42                | 2528.54 | 0.06  |
| 43                | 2528.77 | 0.06  |
| 44                | 2529.00 | 0.06  |
| 45                | 2529.22 | 0.06  |
| 46                | 2529.45 | 0.06  |
| 47                | 2529.68 | 0.06  |

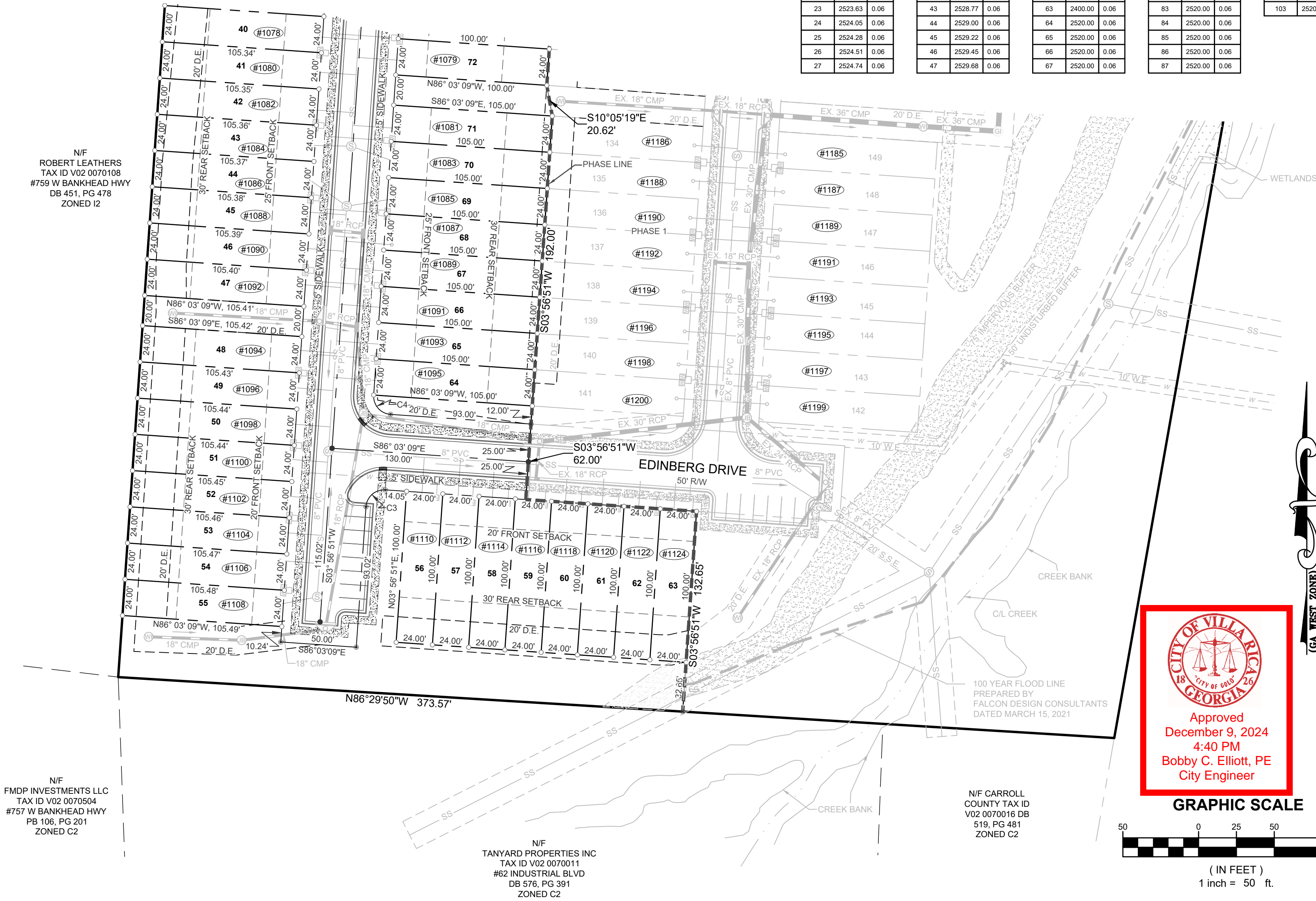
| Parcel Area Table |         |       |
|-------------------|---------|-------|
| Parcel #          | Sq. Ft. | Acres |
| 48                | 2530.11 | 0.06  |
| 49                | 2530.33 | 0.06  |
| 50                | 2530.56 | 0.06  |
| 51                | 2530.78 | 0.06  |
| 52                | 2531.01 | 0.06  |
| 53                | 2531.24 | 0.06  |
| 54                | 2531.47 | 0.06  |
| 55                | 2531.69 | 0.06  |
| 56                | 2400.00 | 0.06  |
| 57                | 2400.00 | 0.06  |
| 58                | 2400.00 | 0.06  |
| 59                | 2400.00 | 0.06  |
| 60                | 2400.00 | 0.06  |
| 61                | 2400.00 | 0.06  |
| 62                | 2400.00 | 0.06  |
| 63                | 2400.00 | 0.06  |
| 64                | 2520.00 | 0.06  |
| 65                | 2520.00 | 0.06  |
| 66                | 2520.00 | 0.06  |
| 67                | 2520.00 | 0.06  |

| Parcel Area Table |         |       |
|-------------------|---------|-------|
| Parcel #          | Sq. Ft. | Acres |
| 68                | 2520.00 | 0.06  |
| 69                | 2520.00 | 0.06  |
| 70                | 2520.00 | 0.06  |
| 71                | 2520.00 | 0.06  |
| 72                | 2400.00 | 0.06  |
| 73                | 2400.00 | 0.06  |
| 74                | 2400.00 | 0.06  |
| 75                | 2400.00 | 0.06  |
| 76                | 2400.00 | 0.06  |
| 77                | 2400.00 | 0.06  |
| 78                | 2400.00 | 0.06  |
| 79                | 2400.00 | 0.06  |
| 80                | 2520.00 | 0.06  |
| 81                | 2520.00 | 0.06  |
| 82                | 2520.00 | 0.06  |
| 83                | 2520.00 | 0.06  |
| 84                | 2520.00 | 0.06  |
| 85                | 2520.00 | 0.06  |
| 86                | 2520.00 | 0.06  |
| 87                | 2520.00 | 0.06  |

| Parcel Area Table |         |       |
|-------------------|---------|-------|
| Parcel #          | Sq. Ft. | Acres |
| 88                | 2400.00 | 0.06  |
| 89                | 2400.00 | 0.06  |
| 90                | 2400.00 | 0.06  |
| 91                | 2400.00 | 0.06  |
| 92                | 2400.00 | 0.06  |
| 93                | 2400.00 | 0.06  |
| 94                | 2400.00 | 0.06  |
| 95                | 2400.00 | 0.06  |
| 96                | 2520.00 | 0.06  |
| 97                | 2520.00 | 0.06  |
| 98                | 2520.00 | 0.06  |
| 99                | 2520.00 | 0.06  |
| 100               | 2520.00 | 0.06  |
| 101               | 2520.00 | 0.06  |
| 102               | 2520.00 | 0.06  |
| 103               | 2520.00 | 0.06  |

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

N/F ROBERT LEATHERS  
TAX ID V02 0070108  
#759 W BANKHEAD HWY  
DB 451, PG 478  
ZONED I2

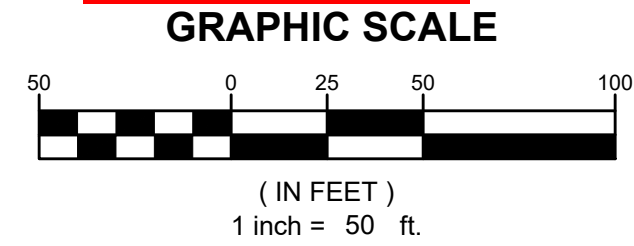


N/F FMDP INVESTMENTS LLC  
TAX ID V02 0070504  
#757 W BANKHEAD HWY  
PB 106, PG 201  
ZONED C2

N/F TANYARD PROPERTIES INC  
TAX ID V02 0070011  
#62 INDUSTRIAL BLVD  
DB 576, PG 391  
ZONED C2

N/F CARROLL COUNTY TAX ID  
V02 0070016 DB  
519, PG 481  
ZONED C2

**CITY OF VILLA RICA**  
APPROVED  
December 9, 2024  
4:40 PM  
Bobby C. Elliott, PE  
City Engineer



CIVIL ENGINEERING  
CONSTRUCTION MANAGEMENT  
LANDSCAPE ARCHITECT  
LAND PLANNING

**FALCON DESIGN CONSULTANTS**

STOCKBRIDGE OFFICE  
235 CORPORATE CENTER DRIVE, SUITE 200  
STOCKBRIDGE, GEORGIA 30281  
PH (770) 389-8666 - FAX (770) 389-8666

NEWNAN OFFICE  
40 GREENWAY CT., SUITE A  
NEWNAN, GEORGIA 30568  
PH (770) 710-2499

CUMMING OFFICE  
500 PEARLE FERRY RD., SUITE C  
CUMMING, GEORGIA 30046  
PH (770) 887-2100

FINAL FLAT FOR  
**RIVERSHIRE PLACE**  
PHASE 2  
LOCATED IN:  
LAND LOT 163, 6TH DISTRICT  
CITY OF VILLA RICA, GEORGIA

| REVISIONS |  |
|-----------|--|
| 1.        |  |
| 2.        |  |
| 3.        |  |
| 4.        |  |

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

|              |          |
|--------------|----------|
| DATE:        | 10-25-24 |
| SCALE:       | 1" = 50' |
| FILE NUMBER: | 136.014  |
| DRAWN BY:    | CPOPP    |
| REVIEWED BY: | KBROWN   |

REGISTERED PROFESSIONAL SURVEYOR  
No. 2960  
**KEVIN M. BROWN**  
10/25/24  
COA# LSF 000995  
THIS DOCUMENT IS NOT VALID UNLESS IT BEARS THE ORIGINAL SIGNATURE OF THE REGISTRANT ACROSS THE REGISTRANT'S SEAL.

SHEET NUMBER  
**6 OF 6**



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** 2025 Budget Amendments #1 - #19

**AGENDA DATE:** 12-10-2024

**DATE PREPARED:** 11-22-2024

**PREPARED BY:** Jennifer Hallman, Finance Director

**AMOUNT:** See Exhibit A

**GL ACCOUNT #:**

**FUNDING SOURCE:**

**BUDGETED ITEM?**

**PUBLIC HEARING:**

---

**PURPOSE:** To adopt a resolution amending the 2025 budget

**MOTION:** I move to adopt a resolution amending the 2025 fiscal year budget pursuant to Section 2-71 of the City Charter.

**GIRMA First Responder PTSD Program** *House Bill 451 - Required Funding for PTSD Program. Council approved policy 11/12/24.*  
*Source of Funds: Contingency*

| Item              | Account Name                 | Account Type | Amount         |
|-------------------|------------------------------|--------------|----------------|
| 1 100-3210-523100 | Police - Liability Insurance | Expense      | Increase 8,584 |
| 2 100-1110-579100 | Mayor/Council - Contingency  | Expense      | Decrease 8,584 |

**Carver High Experience Grant - Library** *Grant from University of Alabama. Council accepted grant 11/12/24.*  
*Source of Funds: University of Alabama - Grant*

| Item              | Account Name                 | Account Type | Amount         |
|-------------------|------------------------------|--------------|----------------|
| 3 100-336060      | Miscellaneous Grant          | Revenue      | Increase 3,500 |
| 4 100-6510-531710 | Library - Operating Supplies | Expense      | Increase 3,500 |

**Insurance Reimbursement for Police Vehicle** *PD vehicle repairs covered by insurance reimbursement.*  
*Source of Funds: Insurance Reimbursement*

| Item              | Account Name            | Account Type | Amount          |
|-------------------|-------------------------|--------------|-----------------|
| 5 100-383100      | Insurance Reimbursement | Revenue      | Increase 11,594 |
| 6 100-3210-522230 | Police - M/R Vehicles   | Revenue      | Increase 11,594 |

**Safety First Grant - Police** *PD awarded a Safety First Grant - Norfolk Southern totaling \$13,776 for a portable training facility.*  
*Source of Funds: Grant*

| Item               | Account Name                       | Account Type | Amount          |
|--------------------|------------------------------------|--------------|-----------------|
| 7 100-336060       | Miscellaneous Grant                | Revenue      | Increase 13,776 |
| 8 100-9000-611021  | Transfer Out to GF Capital Project | Expense      | Increase 13,776 |
| 9 350-391100       | Transfer In from GF                | Revenue      | Increase 13,776 |
| 10 350-3210-541300 | Police - Equipment                 | Expense      | Increase 13,776 |

**USDOT - Safe Streets & Roads for All** *Grant for the City of Villa Rica Safety Action Plan. Grant funding \$400k & Match \$100k.*  
*Source of Funds: Grant & Fund Balance*

| Item               | Account Name                         | Account Type | Amount           |
|--------------------|--------------------------------------|--------------|------------------|
| 11 100-336060      | Miscellaneous Grant                  | Revenue      | Increase 400,000 |
| 12 100-381000      | Use of Fund Balance                  | Revenue      | Increase 100,000 |
| 13 100-4210-521200 | Public Works - Professional Services | Expense      | Increase 500,000 |

**De-obligate - Rural Downtown Redev Grant** *De-obligate the Rural Downtown Redevelopment Grant per DCA letter dated 10/31/24.*  
*Source of Funds:*

| Item               | Account Name                       | Account Type | Amount               |
|--------------------|------------------------------------|--------------|----------------------|
| 14 100-381000      | Use of Fund Balance                | Revenue      | Decrease (567,926)   |
| 15 100-391222      | Transfer In from Capital Grants    | Revenue      | Increase 567,926     |
| 16 340-331350      | Rural Downtown Redevelopment Grant | Revenue      | Decrease (1,746,397) |
| 17 340-381000      | Use of Fund Balance                | Revenue      | Increase 33,980      |
| 18 340-9000-611110 | Transfer Out to General Fund       | Expense      | Increase 567,926     |
| 19 340-4210-541411 | Rural Downtown Redevelopment       | Expense      | Decrease (2,280,343) |



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

*BA Needed -  
Transfer from  
Contingency*

**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.



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

BA Needed

**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.

BA

100-383100  
100-3210-522230



MDG2009 00002973 1 MB .622  
CITY OF VILLA RICA  
ATTN: LEANNE WILKINS  
571 W BANKHEAD HWY  
VILLA RICA GA 30180



GALLAGHER BASSETT SERVICES INC  
FOR GEORGIA INTERLOCAL RISK  
MANAGEMENT

DIRECT CHECK INQUIRIES TO:  
PHONE: 770-280-2500  
GB-ATLANTA LIABILITY  
PO BOX 2934  
CLINTON IA 52733-2934

CLAIM NO.: 010474 048221 AP 01 (VI-2-027)  
CLAIMANT: CITY OF VILLA RICA  
DESCRIPTION: VEHICLE DAMAGES 1FM5K8AB4NGA67256

BRANCH NO.: 190  
ACC DATE: 24Oct24

NO.: 0203091039  
VN: 0000104748  
DATE: 08Nov24

DATES OF SERVICE: THRU  
BENEFIT PERIOD: THRU

AMOUNT: 11594.43

\*\*

DETACH AND RETAIN THIS STUB FOR YOUR REFERENCE

C 0002973 003096 001 001

THE FACE OF THIS DOCUMENT HAS A BLUE BACKGROUND - THE BACK HAS AN ARTIFICIAL WATERMARK

GALLAGHER BASSETT SERVICES INC  
FOR GEORGIA INTERLOCAL RISK  
MANAGEMENT

CHECK NO. 0203091039 005613  
VN. 0000104748  
DATE: 08Nov24 62-20/311

NOT A CASH ADVANCE AFTER 90 DAYS  
PAY EXACTLY  
\$ \*\*11594.43

CLAIM NO.: 010474 048221 AP 01 (VI-2-027) BRANCH NO.: 190  
PAY ELEVEN THOUSAND FIVE HUNDRED NINETY-FOUR AND 43/100 DOLLARS\*\*\*\*\*

TO THE ORDER OF CITY OF VILLA RICA  
ATTN: LEANNE WILKINS  
571 W BANKHEAD HWY  
VILLA RICA GA 30180

*Donna M. Korte*

AUTHORIZED SIGNATURE

CITIBANK, N.A.  
ONE PENN'S WAY  
NEW CASTLE, DE 19720



## Jennifer Hallman

---

BA

**From:** Blake Terry  
**Sent:** Friday, November 15, 2024 4:17 PM  
**To:** Jennifer Hallman; Louise Clark  
**Cc:** Amanda Long  
**Subject:** RE: EXTERNAL EMAIL: Safety First Grant Request #95253141 has been approved

The grant is for a portable training facility from Ultimate Training Munitions. The facility can be easily put up and taken down to change the size and number of rooms as well as the layout of hallways. The concept allows the portable facility to be stored in a closet and easily assembled and disassembled when used. This allows for the rooms to be constructed to be similar to layouts of the interior of homes, schools, businesses, etc. Officers can train on treating victims with injuries, responding to active shooters, clearing buildings after burglaries, searching for wanted persons, etc. The concept has worked at many law enforcement agencies and is extremely cost effective when compared to purchasing a building or constructing one.

Thanks,  
Blake

Captain Blake Terry  
Criminal Investigations Division  
Villa Rica Police Department  
678-840-1325

“But God demonstrates His love toward us in that while we were yet sinners, Christ died for us.”  
Romans 5:8

-----Original Message-----

**From:** Jennifer Hallman <jhallman@villarica.gov>  
**Sent:** Friday, November 15, 2024 9:30 AM  
**To:** Blake Terry <bterry@villarica.gov>; Louise Clark <lclark@villarica.gov>  
**Cc:** Amanda Long <along@villarica.gov>  
**Subject:** RE: EXTERNAL EMAIL: Safety First Grant Request #95253141 has been approved

I will do a budget amendment in December for this grant. Please email me a description of what this grant is for so I can include it on the agenda item.

Thanks,  
Jennifer

-----Original Message-----

**From:** Blake Terry <bterry@villarica.gov>  
**Sent:** Friday, November 15, 2024 9:06 AM  
**To:** Jennifer Hallman <jhallman@villarica.gov>; Louise Clark <lclark@villarica.gov>  
**Subject:** FW: EXTERNAL EMAIL: Safety First Grant Request #95253141 has been approved

Grant approval.

We should be getting a grant from Norfolk Southern mailed to city hall in the next 6 weeks or so. Just FYI. Please let me know when it arrives and what I need to do (I am still learning this process).

Thanks,  
Blake

Captain Blake Terry  
Criminal Investigations Division  
Villa Rica Police Department  
678-840-1325

"But God demonstrates His love toward us in that while we were yet sinners, Christ died for us."  
Romans 5:8

-----Original Message-----

From: do\_not\_reply@cybergrants.com <do\_not\_reply@cybergrants.com>  
Sent: Friday, November 15, 2024 8:16 AM  
To: Blake Terry <bterry@villarica.gov>  
Subject: EXTERNAL EMAIL: Safety First Grant Request #95253141 has been approved

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Blake Terry,

Congratulations! Your Safety First Grant request to Norfolk Southern has been approved. Note, this status is subject to change pending the verification of your tax status.

Organization Name: Villa Rica Police Department Project Title: Portable Training Facility (Request ID: 95253141) Granted Amount: \$13,776.00

Payment will be sent via check to the address entered on your account based on the W9 form submitted. If you notice an issue with the address, please email NSCorporategiving@nscorp.com with an updated W9 as soon as possible. Please allow up to six weeks for payment processing.

Grant funds should be used for direct program or project support only (i.e., the grants funds should not be used towards expenses such as salaries, overhead, rent, or utility bills). Please note, the provision of these funds does not constitute a promise of future grant money. If by any chance your project requires entrance onto Norfolk Southern Property, it must be explicitly permitted by written consent of Norfolk Southern via an executed lease and/or right of entry.

Additionally, please don't forget to complete the tax acknowledgement within 90 days and the impact/outcomes report within 180 days of receiving the grant. You will receive an automated email when the each are available on your account. Assigned items can be completed by logging into your account under the "Required Reporting" section of the home page prior to their assigned due date.

Once again, congratulations on your grant approval!

If you have any questions, please feel free to reach out to NSCorporateGiving@nscorp.com.

Thank you,  
Norfolk Southern

CG/JMAIL/331006379

**From:** [Michael Mansour](#)  
**To:** [Leslie McPherson](#); [Diana DeSanto](#); [Danny Carter](#); [Shirley M. Marchman](#); [Anna McCoy](#); [Stephanie Warmoth](#); [Matthew Montahan](#)  
**Cc:** [Jennifer Hallman](#)  
**Subject:** FW: Norfolk Southern grant  
**Date:** Wednesday, November 20, 2024 2:35:04 PM

---

FYI

**From:** Blake Terry <[bterry@villarica.gov](mailto:bterry@villarica.gov)>  
**Sent:** Wednesday, November 20, 2024 2:33 PM  
**To:** Michael Mansour <[mmansour@villarica.gov](mailto:mmansour@villarica.gov)>  
**Subject:** RE: Norfolk Southern grant

Chief Mansour,

I am excited to announce that we were approved for a Norfolk Southern public safety grant that we recently applied for. The grant amount is \$13,776 and it is to be used for public safety training. As part of the application, we had to advise on the reason we were applying as well as detail how the funds would be used. The cap on the grant was \$14,000. We chose to apply for funds to purchase a portable training facility (\$13,776) which is essentially a device that can easily be put up and taken down that allows for us to create endless different layouts to simulate businesses, houses, schools, etc. This will allow officers to practice room clearing, taking suspects into custody, and responding to active shooters in a training environment. We are excited about this new apparatus and look forward to putting it to use. I attached a picture of the apparatus in use.

Regards,  
Blake



Captain Blake Terry  
Criminal Investigations Division  
Villa Rica Police Department  
678-840-1325

"But God demonstrates His love toward us in that while we were yet sinners, Christ died for us."  
Romans 5:8

**From:** Michael Mansour <[mmansour@villarica.gov](mailto:mmansour@villarica.gov)>  
**Sent:** Wednesday, November 20, 2024 2:31 PM  
**To:** Blake Terry <[bterry@villarica.gov](mailto:bterry@villarica.gov)>  
**Subject:** RE: Norfolk Southern grant

Can you add a picture of the Portable Training Facility to your email for me to forward it to the council?

mpm

**From:** Blake Terry <[bterry@villarica.gov](mailto:bterry@villarica.gov)>  
**Sent:** Wednesday, November 20, 2024 2:08 PM  
**To:** Michael Mansour <[mmansour@villarica.gov](mailto:mmansour@villarica.gov)>  
**Subject:** Norfolk Southern grant

Chief Mansour,

I am excited to announce that we were approved for a Norfolk Southern public safety grant that we recently applied for. The grant amount is \$13,776 and it is to be used for public safety training. As part of the application, we had to advise on the reason we were applying as well as detail how the funds would be used. The cap on the grant was \$14,000. We chose to apply for funds to purchase a portable training facility (\$13,776) which is essentially a device that can easily be put up and taken down that allows for us to create endless different layouts to simulate businesses, houses, schools, etc. This will allow officers to practice room clearing, taking suspects into custody, and responding to active shooters in a training environment. We are excited about this new apparatus and look forward to putting it to use.

Regards,  
Blake

Captain Blake Terry  
Criminal Investigations Division  
Villa Rica Police Department  
678-840-1325

"But God demonstrates His love toward us in that while we were yet sinners, Christ died for us."  
Romans 5:8

**1. Federal Award No.**

693JJ32540182

**2. Effective Date**

See No. 16 Below

**3. Assistance**

**Listings No.**

20.939

*BA  
needed*

**4. Award To**

City of Villa Rica  
1605 Carrollton Villa Rica Hwy.  
Villa Rica, GA 30180

**5. Sponsoring Office**

U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590

Unique Entity Id.: 58-6000691

TIN No.: QLMAU6A79XE3

**6. Period of Performance**

Effective Date of Award – Dec. 30,  
2025

**7. Total Amount**

|                      |           |
|----------------------|-----------|
| Federal Share:       | \$400,000 |
| Recipient Share:     | \$100,000 |
| Other Federal Funds: | \$0       |
| Other Funds:         | \$0       |
| Total:               | \$500,000 |

**8. Type of Agreement**

Grant

**9. Authority**

Section 24112 of the Infrastructure Investment  
and Jobs Act (Pub. L. 117–58, November 15,  
2021; also referred to as the “Bipartisan  
Infrastructure Law” or “BIL”)

**10. Procurement Request No.**

HSA240333PR

**11. Federal Funds Obligated**

\$400,000

**12. Submit Payment Requests To**

See Article 5.

**13. Accounting and Appropriations Data**

15X0173E50.0000.055SR10500.5592000000.4101  
0.61006600

**14. Description of the Project**

City of Villa Rica Comprehensive Safety  
Action Plan

**RECIPIENT**

**15. Signature of Person Authorized to Sign**



Signature

Date

Name: Leslie McPherson

Title: Mayor

**FEDERAL HIGHWAY ADMINISTRATION**

**16. Signature of Agreement Officer**

**HECTOR RAMON  
SANTAMARIA**

Digitally signed by HECTOR  
RAMON SANTAMARIA  
Date: 2024.11.13 09:48:12  
-05'00'

Signature

Date

Name: Hector Santamaria

Title: Agreement Officer



**GEORGIA DEPARTMENT  
of COMMUNITY AFFAIRS**

October 31, 2024

The Honorable Mayor Leslie McPherson  
Mayor, City of Villa Rica  
571 W. Bankhead Highway  
Villa Rica, Georgia 30180

Re: Rural Downtown Redevelopment Grant – #22dg-022-2-5106

Dear Mayor McPherson:

The Georgia Department of Community Affairs (DCA) awarded a Rural Downtown Redevelopment Grant in the amount of \$1,746,397 to the City of Villa Rica on June 28, 2022. This funding was to assist with the implementation of the Villa Rica Transportation Reunification Program, which was proposed to connect roadway networks between the Mirror Lake Community and downtown Villa Rica. The connector project was proposed to benefit the residents of the Cleghorn Anderson Community, a low-income minority neighborhood providing a direct linkage to downtown. The new connector was also proposed as dedicated bike/pedestrian access and link to the City's current path system.

The funding for this grant was appropriated by the Georgia General Assembly in the amended FY2022 budget. Due to the time constraints of these state dollars, general condition #17 placed on the award outlines, *“The State award will remain “open” until the entire project (including activities funded by other sources) is complete, but not to extend past **June 30, 2024** (emphasis added).”* For projects demonstrating substantial progress toward project completion, DCA approved a further final extension to December 31, 2024. The City of Villa Rica has not shown adequate progress as the last required semi-annual progress report was submitted and approved in June 2023.

Additionally, one special condition was placed on the award – *“Prior to drawdown of funds, the recipient must submit for DCA approval final executed copies of the bid specifications and tabulations and contract(s) (includes copy of executed contract, Bid bond, Performance bond, and Payment bond), for the proposed project.”* Generally, special conditions are cleared within six months of the grant award. To date, this condition has not been cleared.

In light of the unmet deadline and the unresolved special condition, the City has not demonstrated sufficient progress towards timely project completion. Consequently, DCA has administratively deobligated the funds for this award, rendering the grant no longer available.



Page 2 of 2  
Mayor Leslie McPherson  
October 31, 2024

Should you have any questions, please do not hesitate to contact me at (404) 679-0604 or [kim.carter@dca.ga.gov](mailto:kim.carter@dca.ga.gov).

Sincerely,

A handwritten signature in black ink that reads "Kimberly N. Carter". The signature is written in a cursive, flowing style.

Kimberly N. Carter, Director  
Community Finance Division

/knc

cc: Diana DeSanto, Deputy City Manager  
Kandance Lomax, Corinne Thornton - DCA

STATE OF GEORGIA  
CITY OF VILLA RICA

**A RESOLUTION TO APPROVE AN AMENDMENT TO THE BUDGET**  
**FOR THE FISCAL YEAR 2025 FOR THE CITY**  
**PURSUANT TO SECTION 2-71 OF THE CITY CHARTER**

**WHEREAS** the Mayor and City Council adopted the 2025 Budget on September 10, 2024, which incorporated all the various funds of the City; and

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

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

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

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

**Section 1.** That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2025, said budget amendment being described as Amendment No. 1-19, attached hereto, and incorporated as Exhibit A.

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

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

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

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

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

Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of same.

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

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

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

**SO RESOLVED AND EFFECTIVE** this the 10 day of December, 2024.

Approved:

\_\_\_\_\_  
Leslie McPherson, Mayor

Attest:

\_\_\_\_\_  
Theresa Campbell, City Clerk



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Modification #3 of GEFA Loan No. DW2020024  
**AGENDA DATE:** 12/10/2024

**DATE PREPARED:** 11/25/2024  
**PREPARED BY:** Jennifer Hallman

**AMOUNT:**  
**GL ACCOUNT #:**  
**FUNDING SOURCE:** Water & Sewer Fund  
**BUDGETED ITEM?** Yes

**PURPOSE:** To approve a resolution to execute modification #3 to the promissory note and loan agreement with Georgia Environmental Finance Authority (GEFA) for \$2,500,000 for the North Avenue Waterline Extension Project.

**BACKGROUND:** Modification #3 of Promissory Note and Loan Agreement includes:

- Description of Project (Scope of Work, Budget, and Schedule)
  - Scope of Work – no change
  - Budget – no change
  - Schedule – see changes below

|                                |               | 10/12/21      | 02/07/23      | 12/10/24      |
|--------------------------------|---------------|---------------|---------------|---------------|
| Action                         | Original      | Modified #1   | Modified #2   | Modified #3   |
| Plans & Specs Submitted to EPD | March 2021    | October 2021  | October 2021  | October 2021  |
| Bid Opening                    | May 2021      | December 2021 | December 2021 | December 2021 |
| Notice to Proceed              | July 2021     | February 2022 | May 2023      | May 2023      |
| Completion of Construction     | December 2021 | December 2022 | April 2024    | May 2026      |

- Opinion of Borrower’s Counsel
- Resolution of Governing Body

**STAFF RECOMMENDATION:** Approval

**IMPACT:**

**MOTION:** I move to approve the resolution allowing the Mayor and/or her designee(s) to execute modification #3 to the promissory note and loan agreement for Loan No. DW2020024 with the Georgia Environmental Finance Authority.

---

---

**DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA  
ENVIRONMENTAL FINANCE AUTHORITY**

(a public corporation duly created and  
existing under the laws of  
the State of Georgia)  
as Lender

and

**CITY OF VILLA RICA**

(a public body corporate and politic duly created and existing  
under the laws of the State of Georgia)  
as Borrower

---

**THIRD MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT**

---

**THIRD MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT**

**THIS THIRD MODIFICATION OF PROMISSORY NOTE AND LOAN AGREEMENT** (this "Third Modification") dated \_\_\_\_\_, 20\_\_\_\_, by and between **CITY OF VILLA RICA**, Georgia, a Corporation (the "Borrower"), and the **DRINKING WATER REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**, a Georgia public corporation (the "Lender").



**Statement of**

A. The Lender and the Borrower are parties to that certain Loan Agreement, dated **AUGUST 19, 2021**, as amended prior to the date hereof (as so amended, the "Loan Agreement"; all capitalized terms used in this Third Modification but not defined herein have the meanings given in the Loan Agreement), pursuant to which the Lender made a loan to the Borrower in accordance with the terms and conditions thereof. The Borrower's obligation to repay such loan is evidenced by that certain Promissory Note, dated **JULY 13, 2021**, as amended prior to the date hereof (as so amended, the "Note").

B. The Lender and the Borrower desire to modify the Loan Agreement and Note in certain respects in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the promises, the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower further agree as follows:

**Statement of Terms**

**1. Amendments of Note** - Subject to the fulfillment of the conditions precedent to the effectiveness of this Third Modification that are set forth below, the Note is hereby amended as follows:

**FOR VALUE RECEIVED**, the undersigned (hereinafter referred to as the "Borrower") promises to pay to the order of the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter referred to as the "Lender") at the Lender's office located in Atlanta, Georgia, or at such other place as the holder hereof may designate, the principal sum of **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,500,000)**, or so much thereof as shall have been advanced hereagainst and shall be outstanding, together with interest on so much of the principal balance of this Note as may be outstanding and unpaid from time to time, calculated at the rate or rates per annum indicated below.

The unpaid principal balance of this Note shall bear interest at a rate per annum equal to **ZERO AND 13/100 PERCENT (0.13%)**, (1) calculated on the basis of actual number of days in the year and actual days elapsed until the Amortization Commencement Date (as hereinafter defined), and (2) calculated on the basis of a 360-day year consisting of twelve 30-day months thereafter.

Accrued interest on this Note shall be payable monthly on the first day of each calendar month until the first day of the calendar month following the earlier of (1) the Completion Date (as defined in the hereinafter defined Loan Agreement), (2) **SEPTEMBER 1, 2026**, or (3) the date that the loan evidenced by this Note is fully disbursed (the "**Amortization Commencement Date**"). Principal of and interest on this Note shall be payable in **TWO HUNDRED THIRTY-NINE (239)** consecutive monthly installments equal to the Installment Amount (as hereinafter defined), commencing on the first day of the calendar month following the Amortization Commencement Date, and continuing to be due on the first day of each succeeding calendar month thereafter, together with a final installment equal to the entire remaining unpaid principal balance of and all accrued interest on this Note, which shall be due and payable on the date that is **20 years** from the Amortization Commencement Date (the "**Maturity Date**").

**2. Amendments of Loan Agreement** - Subject to the fulfillment of the conditions precedent to the effectiveness of this Third Modification that are set forth below, the Loan Agreement is hereby amended as follows:

Section 1 of the Loan Agreement is hereby amended and restated to read as follows: "**Background** - The Lender desires to loan to the Borrower **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$2,500,000)** from the **Drinking Water State Revolving Fund, Administered by GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "**Fund**") to finance the costs of acquiring, constructing, and installing the environmental facilities described in Exhibit A attached hereto (the "**Project**"). The Environmental Protection Division ("**EPD**") of the Department of Natural Resources of the State of Georgia has completed all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the "**Plans and Specifications**") for the Project prepared or to be prepared by the Borrower's engineer (the "**Engineer**"), which may be amended from time to time by the Borrower but subject to the approval of the EPD."

Section 2 (a) of the Loan Agreement is hereby amended and restated to read as follows: "The Lender agrees to advance to the Borrower, on or prior to the earlier of (1) the Completion Date (as hereinafter defined), (2) **SEPTEMBER 1, 2026**, or (3) the date that the loan evidenced by this Note is fully disbursed, the Loan in a principal amount of up to **\$2,500,000** which Loan may be disbursed in one or more advances but each such disbursement shall reduce the Lender's loan commitment hereunder and any sums advanced hereunder may not be repaid and then re-borrowed."

Exhibit A is amended and restated to read as written in the attached Exhibit A.

**3. No Other Waivers or Amendments** - Except for the amendments expressly set forth and referred to in Section 1 and 2 above, the Note and the Loan Agreement shall remain unchanged and in full force and effect. Nothing in this Third Modification is intended, or shall be construed, to constitute a novation or an accord and satisfaction of any of the obligations created by the Note.

**4. Representations and Warranties** - To induce the Lender to enter into this Third Modification, the Borrower does hereby warrant, represent, and covenant to the Lender that: (a) each representation or warranty of the Borrower set forth in the Loan Agreement is hereby restated and reaffirmed as true and correct on and as of the date hereof as if such representation or warranty were made on and as of the date hereof (except to the extent that any such representation or warranty expressly relates to a prior specific date or period), and no Event of Default has occurred and is continuing as of this date under the Loan Agreement; and (b) the Borrower has the power and is duly authorized to enter into, deliver, and perform this Third Modification, and this Third Modification is the legal, valid, and binding obligation of the Borrower enforceable against it in accordance with its terms.

**5. Conditions Precedent to Effectiveness of this Third Modification** - The effectiveness of this Third Modification is subject to the truth and accuracy in all material respects of the representations and warranties of the Borrower contained in Section 4 above and to the fulfillment of the following additional conditions precedent:

a. the Lender shall have received one or more counterparts of this Third Modification duly executed and delivered by the Borrower; and

b. the Lender shall have received (1) a signed opinion of counsel to the Borrower, substantially in the form of Exhibit E attached hereto, and (2) a certified copy of the resolution adopted by the Borrower's governing body, substantially in the form of Exhibit F attached hereto.

**6. Counterparts** - This Third Modification may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which when taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Third Modification to be duly executed and delivered as of the date specified at the beginning hereof

**CITY OF VILLA RICA**

Approved as to form:

By: \_\_\_\_\_  
Borrower's Attorney

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

(SEAL)



Attest Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**DRINKING WATER STATE REVOLVING FUND,  
ADMINISTERED BY GEORGIA  
ENVIRONMENTAL FINANCE AUTHORITY**

Signature: \_\_\_\_\_  
Hunter Hill  
Executive Director

(SEAL)

**DESCRIPTION OF THE PROJECT**

**SCOPE OF WORK**

**Recipient: CITY OF VILLA RICA**

**Loan Number: DW2020024**

This project will upgrade water main, install hydrants and valves, and related appurtenances.

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

Recipient: CITY OF VILLA RICA

Loan Number: DW2020024

| ITEM                     | TOTAL              | FUND               |
|--------------------------|--------------------|--------------------|
| Construction             | \$2,100,000        | \$2,100,000        |
| Contingency              | 200,000            | 200,000            |
| Engineering & Inspection | 200,000            | 200,000            |
| Administrative/Legal     | -                  | -                  |
| <b>TOTAL</b>             | <b>\$2,500,000</b> | <b>\$2,500,000</b> |

\*The amounts shown above in each budget item are estimates. Borrower may adjust the amounts within the various budget items without prior Lender approval provided Borrower does not exceed the loan amount contained in Section 1 of the Loan Agreement. In no event shall Lender be liable for any amount exceeding the loan amount contained in Section 1 of the Loan Agreement.

**DESCRIPTION OF THE PROJECT**

**PROJECT SCHEDULE**

**Recipient: CITY OF VILLA RICA**

**Loan Number: DW2020024**

| <b>ACTION</b>                  | <b>DATE</b>   |
|--------------------------------|---------------|
| Plans & Specs Submitted to EPD | OCTOBER 2021  |
| Bid Opening                    | DECEMBER 2021 |
| Notice to Proceed              | MAY 2023      |
| Completion of Construction     | MAY 2026      |

**OPINION OF BORROWER'S COUNSEL**  
(Please furnish this form on Attorneys Letterhead)

Date

Drinking Water State Revolving Fund, Administered by  
Georgia Environmental Finance Authority  
47 Trinity Ave SW  
Fifth Floor  
Atlanta, GA 30334-9006

Ladies and Gentlemen:

A legal opinion from **TISINGER VANCE** was delivered to you, dated **JULY 27, 2021** (the "Closing Opinion), relating to the Contract for Financing Environmental Facilities and for Other Services (the "Loan Agreement"), dated **AUGUST 19, 2021** between **CITY OF VILLA RICA** (the "Borrower") and the **DRINKING WATER STATE REVOLVING FUND, ADMINISTERED BY GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), and the Promissory Note (the "Note"), dated **JULY 13, 2021**, of the Borrower. A legal opinion from **TISINGER VANCE** was also delivered to you dated **OCTOBER 13, 2021**, relating to the Modification of Promissory Note and Loan Agreement dated **NOVEMBER 17, 2021**. A legal opinion from **TISINGER VANCE** was also delivered to you dated **FEBRUARY 1, 2023** relating to the second modification of Promissory Note and Loan Agreement dated **FEBRUARY 22, 2023**. As counsel for the Borrower, I have examined the original of the Third Modification of Promissory Note and Loan Agreement (the "Third Modification"), between the Borrower and the Lender, the proceedings taken by the Borrower to authorize the Third Modification, the Closing Opinion, and such other documents, records, and proceedings as I have deemed relevant or material to render this opinion. Based upon such examination, I hereby reconfirm as of the date hereof the opinions contained in the Closing Opinion, subject to the modification that all references to the Note and the Loan Agreement (as defined in the Closing Opinion) shall be deemed to include a reference to the Modifications. Nothing has come to my attention, after due investigation, that in any way might question the continuing validity and accuracy of the Closing Opinion, as modified above.

Very truly yours,

---

Signature

---

Printed Name

---

Date

EXTRACT OF MINUTES  
RESOLUTION OF GOVERNING BODY

Recipient: CITY OF VILLA RICA

Loan Number: DW2020024

At a duly called meeting of the governing body of the Borrower identified above (the "Borrower") held on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, the following resolution was introduced and adopted.

**WHEREAS**, the Borrower has borrowed \$2,500,000 from the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (the "Lender"), pursuant to the terms of the Loan Agreement (the "Loan Agreement"), dated **AUGUST 19, 2021**, between the Borrower and the Lender; and

**WHEREAS**, the Borrower's obligation to repay the loan made pursuant to the Loan Agreement is evidenced by a Promissory Note (the "Note"), dated **JULY 13, 2021**, of the Borrower; and

**WHEREAS**, the Borrower and the Lender have determined to amend and modify the Note and the Loan Agreement, pursuant to the terms of a Modification of Promissory Note and Loan Agreement (the "Modification") between the Borrower and the Lender, the form of which has been presented to this meeting;

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the Borrower that the form, terms, and conditions and the execution, delivery, and performance of the Modification are hereby approved and authorized.

**BE IT FURTHER RESOLVED** by the governing body of the Borrower that the terms of the Modification are in the best interests of the Borrower, and the governing body of the Borrower designates and authorizes the following persons to execute and deliver, and to attest, respectively, the Modification, and any related documents necessary to the consummation of the transactions contemplated by the Modification.

\_\_\_\_\_  
(Signature of Person to Execute Documents) (Print Title)

\_\_\_\_\_  
(Signature of Person to Attest Documents) (Print Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect.

Date: \_\_\_\_\_ Secretary/Clerk

(SEAL)





# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Budgeted Purchase of 2025 Ford F-150 for Community Development  
**AGENDA DATE:** 12-10-2024  
**DATE PREPARED:** 11-26-2024  
**PREPARED BY:** Hal Burch  
**AMOUNT:** \$41,490  
**GL ACCOUNT #:** 350-7400-542200  
**FUNDING SOURCE:**  
**BUDGETED ITEM?** Yes

---

**PURPOSE:** To furnish the Community Development Department with a Fleet vehicle suitable for the demands of the Department.

**BACKGROUND:** The City Council approved \$53,550 in the FY 2025 Budget for the purchase and procurement of this addition to our Fleet. Staff released an RFQ and did receive three (3) qualifying quotes that were lower than the state contract price.

**QUOTE SUMMARY:** We received quotes from:

|  |          |
|--|----------|
| Hardy Ford                             | \$41,490 |
| Wade Ford                              | \$42,930 |
| Courtesy Ford                          | \$44,945 |
| Alan Vigil Ford (State Contract Price) | \$48,358 |

**STAFF RECOMMENDATION:** Staff recommend purchasing the 2025 Ford F-150 from Hardy Ford for a price of \$41,490

**IMPACT:** This vehicle comes with a factory warranty and will replace an older vehicle that is no longer fiscally viable to maintain.

**MOTION:** I move to authorize the purchase of a 2025 Ford F150 from Hardy Ford in the amount of \$41,490.

# Request for Quote



## Ford F150

**RFQ# 2025-7400-F150**

## Community Development

RFQ Issue Date: 11-13-2024

RFQ Issuing Department: City of Villa Rica Fleet Department

Issuing Contact: Chris Maddox  
Fleet Manager  
571 West Bankhead Hwy  
[cmaddox@villarica.gov](mailto:cmaddox@villarica.gov)  
Office Phone: 770-550-6099

Proposals are to be sent to: City of Villa Rica  
Attn: Fleet Manager  
571 West Bankhead Hwy  
Villa Rica, GA 30180  
[cmaddox@villarica.gov](mailto:cmaddox@villarica.gov)

Closing Date and Time: 11-20-2024 (extended to 11-25-24) at 2:00 p.m. EST.  
No bid will be accepted if received after this deadline.

Award Date and Time: 12-10-2054 at 6:00 p.m. EST.  
City Council Meeting

### Instructions to Bidders:

All proposed quotes must be made upon the spec sheet form attached hereto. Proposals can be emailed to [cmaddox@villarica.gov](mailto:cmaddox@villarica.gov) or mailed/delivered to the address above by 11-25-2024 at 2pm EST.

The bidder agrees that the City of Villa Rica reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the City.

The final decision of purchase will be made upon the award by the City of Villa Rica Mayor and Council on 12-10-2024



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica , GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

## F150 Pickup Spec Sheet

Standard Equipment

Regular Cab, 4x2, Short Wheel Base, Spare, 2.7L V6, Automatic, AC, Vinyl 40-20-40 seats, AM/FM/Bluetooth

| Order | Code    | Options                           | Price    | Total    |
|-------|---------|-----------------------------------|----------|----------|
|       | X1*     | Super Cab w/ 6.5 ft Bed           | 4,610.00 | 0.00     |
| 1     | W1*     | Crew Cab w/ 5.5 ft Bed            | 6,645.00 | 6,645.00 |
|       | LWB     | Long Bed                          | 295.00   | 0.00     |
|       | *1E     | 4x4 Drive System w/ SoF*          | 5,065.00 | 0.00     |
|       | 413     | Skid Plates                       | 152.00   | 0.00     |
|       | 998     | 3.5L V6 Ecoboost Engine           | 2,735.00 | 0.00     |
|       | 995     | 5.0L V8 Gasoline Engine           | 2,335.00 | 0.00     |
|       | XL*     | Limited Slip Rear Axle            | 545.00   | 0.00     |
|       | CG      | Cloth 40-20-40 Seats              | 125.00   | 0.00     |
|       | 53T     | Trailer Tow Package               | 785.00   | 0.00     |
|       | 67T     | Trailer Brake Cont <b>Req 53T</b> | 265.00   | 0.00     |
| 1     | 18B     | Black Platform Running Boards     | 250.00   | 250.00   |
|       | 91P     | Power Driver Seat                 | 325.00   | 0.00     |
|       | 57Q/924 | Rear Defrost/Privacy Tint         | 306.00   | 0.00     |
|       | 94S/W   | LED Warning Strobes A/AW*         | 695.00   | 0.00     |
|       | 942     | Daytime Running Lights            | 41.00    | 0.00     |
|       | 85H     | Backup Alarm                      | 120.00   | 0.00     |
|       | XTR     | Extra Keys                        | 275.00   | 0.00     |
|       | 96W     | Spray in Bed Liner                | 571.00   | 0.00     |
|       | 90B     | Crossbed Tool box                 | 950.00   | 0.00     |
|       |         |                                   |          |          |
|       | 103A    | XL Upgrade Pkg ** recommend       | 995.00   | 0.00     |
|       |         | Alum Wheels, Chrome Bumper        |          |          |
|       |         | Fog lights, Privacy glass         |          |          |
|       |         |                                   |          |          |
|       | 200A    | STX Package SC or CC only         | 4,895.00 | 0.00     |
|       |         |                                   |          |          |
|       | 301A    | XLT upgrade SC or CC only         | 7,252.00 | 0.00     |
|       |         |                                   |          |          |
|       |         |                                   |          |          |

Model Year 2025

Base Vehicle \$39,345.00  
 Total Chassis options \$6,895.00  
 Total Body options                       
 Delivery \$150.00  
 Fleet Discount -\$4,900.00  
 Tag & Title                       
 Total \$41,490.00


Standard Warranty info  
 Years 3  
 Miles 36,000

|   | Paint Color  |  |  |
|---|--------------|--|--|
| 1 | Oxford White |  |  |

Dealer Name Family Ford Inc, dba Hardy Family Ford

Contact Name Desmond Delesline

Quote Good Through (Date) Good through award of Bid

Signature of Authorized Rep. 



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica , GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

## F150 Pickup Spec Sheet

Standard Equipment

Regular Cab, 4x2, Short Wheel Base, Spare, 2.7L V6, Automatic, AC, Vinyl 40-20-40 seats, AM/FM/Bluetooth

| Order | Code    | Options                           | Price    | Total    |
|-------|---------|-----------------------------------|----------|----------|
|       | X1*     | Super Cab w/ 6.5 ft Bed           | 4,610.00 | 0.00     |
| 1     | W1*     | Crew Cab w/ 5.5 ft Bed            | 6,945.00 | 6,945.00 |
|       | LWB     | Long Bed                          | 295.00   | 0.00     |
|       | *1E     | 4x4 Drive System w/ SoF*          | 5,065.00 | 0.00     |
|       | 413     | Skid Plates                       | 152.00   | 0.00     |
|       | 998     | 3.5L V6 Ecoboost Engine           | 2,735.00 | 0.00     |
|       | 995     | 5.0L V8 Gasoline Engine           | 2,335.00 | 0.00     |
|       | XL*     | Limited Slip Rear Axle            | 545.00   | 0.00     |
|       | CG      | Cloth 40-20-40 Seats              | 125.00   | 0.00     |
|       | 53T     | Trailer Tow Package               | 785.00   | 0.00     |
|       | 67T     | Trailer Brake Cont <b>Req 53T</b> | 265.00   | 0.00     |
| 1     | 18B     | Black Platform Running Boards     | 240.00   | 240.00   |
|       | 91P     | Power Driver Seat                 | 325.00   | 0.00     |
|       | 57Q/924 | Rear Defrost/Privacy Tint         | 306.00   | 0.00     |
|       | 94S/W   | LED Warning Strobes A/AW*         | 695.00   | 0.00     |
|       | 942     | Daytime Running Lights            | 41.00    | 0.00     |
|       | 85H     | Backup Alarm                      | 120.00   | 0.00     |
|       | XTR     | Extra Keys                        | 275.00   | 0.00     |
|       | 96W     | Spray in Bed Liner                | 571.00   | 0.00     |
|       | 90B     | Crossbed Tool box                 | 950.00   | 0.00     |
|       |         |                                   |          |          |
|       | 103A    | XL Upgrade Pkg ** recommend       | 995.00   | 0.00     |
|       |         | Alum Wheels, Chrome Bumper        |          |          |
|       |         | Fog lights, Privacy glass         |          |          |
|       |         |                                   |          |          |
|       | 200A    | STX Package SC or CC only         | 4,895.00 | 0.00     |
|       |         |                                   |          |          |
|       | 301A    | XLT upgrade SC or CC only         | 7,252.00 | 0.00     |
|       |         |                                   |          |          |
|       |         |                                   |          |          |

Model Year 2025

Base Vehicle \$37,050.00  
 Total Chassis options \$7,185.00  
 Total Body options \_\_\_\_\_  
 Delivery \$1,995.00  
 Fleet Discount -\$3,300.00  
 Tag & Title \_\_\_\_\_  
 Total \$42,930.00

Standard Warranty info  
 Years \_\_\_\_\_  
 Miles \_\_\_\_\_

|   | Paint Color  |  |  |
|---|--------------|--|--|
| 1 | Oxford White |  |  |

Dealer Name WADE FORD  
 Contact Name RON MORGAN  
 Quote Good Through (Date) 12/31/2024  
 Signature of Authorized Rep. Ron Morgan



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica , GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

## F150 Pickup Spec Sheet

Standard Equipment

Regular Cab, 4x2, Short Wheel Base, Spare, 2.7L V6, Automatic, AC, Vinyl 40-20-40 seats, AM/FM/Bluetooth

| Order | Code    | Options                           | Price    | Total    |
|-------|---------|-----------------------------------|----------|----------|
|       | X1*     | Super Cab w/ 6.5 ft Bed           | 4,610.00 | 0.00     |
| 1     | W1*     | Crew Cab w/ 5.5 ft Bed            | 6,945.00 | 6,945.00 |
|       | LWB     | Long Bed                          | 295.00   | 0.00     |
|       | *1E     | 4x4 Drive System w/ SoF*          | 5,065.00 | 0.00     |
|       | 413     | Skid Plates                       | 152.00   | 0.00     |
|       | 998     | 3.5L V6 Ecoboost Engine           | 2,735.00 | 0.00     |
|       | 995     | 5.0L V8 Gasoline Engine           | 2,335.00 | 0.00     |
|       | XL*     | Limited Slip Rear Axle            | 545.00   | 0.00     |
|       | CG      | Cloth 40-20-40 Seats              | 125.00   | 0.00     |
|       | 53T     | Trailer Tow Package               | 785.00   | 0.00     |
|       | 67T     | Trailer Brake Cont <b>Req 53T</b> | 265.00   | 0.00     |
| 1     | 18B     | Black Platform Running Boards     | 240.00   | 240.00   |
|       | 91P     | Power Driver Seat                 | 325.00   | 0.00     |
|       | 57Q/924 | Rear Defrost/Privacy Tint         | 306.00   | 0.00     |
|       | 94S/W   | LED Warning Strobes A/AW*         | 695.00   | 0.00     |
|       | 942     | Daytime Running Lights            | 41.00    | 0.00     |
|       | 85H     | Backup Alarm                      | 120.00   | 0.00     |
|       | XTR     | Extra Keys                        | 275.00   | 0.00     |
|       | 96W     | Spray in Bed Liner                | 571.00   | 0.00     |
|       | 90B     | Crossbed Tool box                 | 950.00   | 0.00     |
|       | 103A    | XL Upgrade Pkg ** recommend       | 995.00   | 0.00     |
|       |         | Alum Wheels, Chrome Bumper        |          |          |
|       |         | Fog lights, Privacy glass         |          |          |
|       | 200A    | STX Package SC or CC only         | 4,895.00 | 0.00     |
|       | 301A    | XLT upgrade SC or CC only         | 7,252.00 | 0.00     |

Model Year 2025

Base Vehicle \$38,710.00  
 Total Chassis options \$7,185.00  
 Total Body options                       
 Delivery \$100.00  
 Fleet Discount -\$1,500.00  
 Tag & Title                       
 Total \$44,495.00

Standard Warranty info  
 Years 3  
 Miles 36,000

|   | Paint Color  |  |  |
|---|--------------|--|--|
| 1 | Oxford White |  |  |

Dealer Name Courtesy Ford  
 Contact Name Branton Leonard  
 Quote Good Through (Date) 12/1/2025  
 Signature of Authorized Rep. 

# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2025 Ford F150 (1/2 ton)

Base Price **\$38,993.00**

Regular Cab, 6 Cyl, 4x2, LWB

SWC #99999-SPD-ES40199373-002

Equipment Included in base price:

**2.7L V-6 Engine**

10 Speed Automatic Transmission

Factory Installed A/C

AM-FM Radio

Solar Tinted Glass

Power Steering/ABS Brakes

Rear view back up camera

Vinyl 40/20/40 Bench Seat

Rubber Floor Covering

Full Size Spare/ Step bumper

Autolamp headlights

Long bed 8'

Power Windows, Locks & Mirrors

Cruise control

P245/70R17 Tires

Ford SYNC (Bluetooth)

| Options                   | Price    | Code |
|---------------------------|----------|------|
| 5.0L V8 Flex Fuel engine  | 2,350.00 | 995  |
| 3.5L V6 EcoBoost engine** | 2,948.00 | 99G  |

|                            |          |     |
|----------------------------|----------|-----|
| Extended range fuel tank** | 410.00   | 655 |
| Super Cab (6.5 ft. bed)    | 5,735.00 | X1C |

|  |          |     |
|--|----------|-----|
| 4x4 Option- <b>Regular cab</b>         | 5,225.00 | F1E |
| 4X4 Option- <b>Super&amp;Crew Cabs</b> | 5,525.00 | X1E |

|                                   |          |                  |
|-----------------------------------|----------|------------------|
| Crew Cab SWB (5.5 ft bed)         | 8,765.00 | <u>8765</u> W1Cs |
| <b>Crew Cab LWB* (6.5 ft bed)</b> | 9,995.00 | W1C/Long         |

|                        |          |     |
|------------------------|----------|-----|
| <b>*** (4x4) ONLY</b>  |          |     |
| Limited Slip Axle      | 1,345.00 | XL3 |
| Daytime Running Lights | 95.00    | 942 |

Rear Parking Sencers

|                        |        |     |
|------------------------|--------|-----|
| LT265/70R17C A/T tires | 562.00 | T7C |
|------------------------|--------|-----|

|                              |        |     |
|------------------------------|--------|-----|
| Class IV Hitch (w/o tow pkg) | 495.00 | 53B |
|------------------------------|--------|-----|

|                 |          |     |
|-----------------|----------|-----|
| Trailer Tow Pkg | 1,525.00 | 53A |
|-----------------|----------|-----|

|                        |        |                |
|------------------------|--------|----------------|
| Running boards (black) | 475.00 | <u>475</u> 18B |
|------------------------|--------|----------------|

|                            |        |    |
|----------------------------|--------|----|
| 40-20-40 Cloth Split Bench | 725.00 | CS |
|----------------------------|--------|----|

|                               |        |         |
|-------------------------------|--------|---------|
| Rear window defroster n/a REG | 305.00 | 57Q/924 |
|-------------------------------|--------|---------|

|  |        |     |
|--|--------|-----|
| <b>LED Warning Beacons<br/>top brake light mounted</b> | 950.00 | 94S |
|--|--------|-----|

|                   |        |     |
|-------------------|--------|-----|
| Spray-in Bedliner | 625.00 | ATK |
|-------------------|--------|-----|

|                     |        |  |
|---------------------|--------|--|
| Carpeted floor mats | 125.00 |  |
|---------------------|--------|--|

|             |          |      |
|-------------|----------|------|
| XLT Package | 6,650.00 | 303a |
|-------------|----------|------|

|               |      |  |
|---------------|------|--|
| Options total | 9240 |  |
|---------------|------|--|

|                              |   |  |
|------------------------------|---|--|
| Other vendor added equipment | 0 |  |
|------------------------------|---|--|

|          |     |  |
|----------|-----|--|
| Delivery | 125 |  |
|----------|-----|--|

|       |              |  |
|-------|--------------|--|
| Total | <u>48358</u> |  |
|-------|--------------|--|

Exterior Colors Interior Color

Gray

YZ Oxford White "

HX Antimatter Blue "

B3 Atlas Blue "

JS Iconic Silver "

UM Agate Black "

M7 Carbonized Gray "

"

FOB Allan Vigil Ford

Delivery- see chart, \$75 minimum

**ALLAN VIGIL FORD GOV'T SALES**

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

Contact person

Agency

Phone Number

Chris Maddox

City of Villa Rica

770-550-6099

*OK MR*



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Budgeted Purchase of 2025 Ford F-150 for Customer Service

**AGENDA DATE:** 12-10-2024

**DATE PREPARED:** 11-26-2024  
**PREPARED BY:** Hal Burch

**AMOUNT:** \$41,490  
**GL ACCOUNT #:** 350-1590-542200  
**FUNDING SOURCE:**  
**BUDGETED ITEM?** Yes

---

**PURPOSE:** To furnish the Customer Service Department with a Fleet vehicle suitable for the demands of the Department.

**BACKGROUND:** The City Council approved \$53,550 in the FY 2025 Budget for the purchase and procurement of this addition to our Fleet. Staff released an RFQ and did receive three (3) qualifying quotes that were lower than the state contract price.

**QUOTE SUMMARY:** We received quotes from:

|  |          |
|--|----------|
| Hardy Ford                             | \$41,490 |
| Wade Ford                              | \$42,930 |
| Courtesy Ford                          | \$44,945 |
| Alan Vigil Ford (State Contract Price) | \$48,358 |

**STAFF RECOMMENDATION:** Staff recommends purchasing the 2025 Ford F-150 from Hardy Ford for the price of \$41,490

**IMPACT:** This vehicle comes with a factory warranty and will replace an older vehicle that is no longer fiscally viable to maintain.

**MOTION:** I move to authorize the purchase of a 2025 Ford F150 from Hardy Ford in the amount of \$41,490.

# Request for Quote



## Ford F150

**RFQ# 2025-1590-F150**

### Customer Service

RFQ Issue Date: 11-13-2024

RFQ Issuing Department: City of Villa Rica Fleet Department

Issuing Contact: Chris Maddox  
Fleet Manager  
571 West Bankhead Hwy  
[cmaddox@villarica.gov](mailto:cmaddox@villarica.gov)  
Office Phone: 770-550-6099

Proposals are to be sent to: City of Villa Rica  
Attn: Fleet Manager  
571 West Bankhead Hwy  
Villa Rica, GA 30180  
[cmaddox@villarica.gov](mailto:cmaddox@villarica.gov)

Closing Date and Time: 11-20-2024 (extended to 11-25-24) at 2:00 p.m. EST.  
No bid will be accepted if received after this deadline.

Award Date and Time: 12-10-2024 at 6:00 p.m. EST.  
City Council Meeting

### Instructions to Bidders:

All proposed quotes must be made upon the spec sheet form attached hereto. Proposals can be emailed to [cmaddox@villarica.gov](mailto:cmaddox@villarica.gov) or mailed/delivered to the address above by 11-25-2024 at 2pm EST.

The bidder agrees that the City of Villa Rica reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the City.

The final decision of purchase will be made upon the award by the City of Villa Rica Mayor and Council on 12-10-2024



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica, GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

## F150 Pickup Spec Sheet

Standard Equipment

Regular Cab, 4x2, Short Wheel Base, Spare, 2.7L V6, Automatic, AC, Vinyl 40-20-40 seats, AM/FM/Bluetooth

| Order | Code    | Options                           | Price    | Total    |
|-------|---------|-----------------------------------|----------|----------|
|       | X1*     | Super Cab w/ 6.5 ft Bed           | 4,610.00 | 0.00     |
| 1     | W1*     | Crew Cab w/ 5.5 ft Bed            | 6,645.00 | 6,645.00 |
|       | LWB     | Long Bed                          | 295.00   | 0.00     |
|       | *1E     | 4x4 Drive System w/ SoF*          | 5,065.00 | 0.00     |
|       | 413     | Skid Plates                       | 152.00   | 0.00     |
|       | 998     | 3.5L V6 Ecoboost Engine           | 2,735.00 | 0.00     |
|       | 995     | 5.0L V8 Gasoline Engine           | 2,335.00 | 0.00     |
|       | XL*     | Limited Slip Rear Axle            | 545.00   | 0.00     |
|       | CG      | Cloth 40-20-40 Seats              | 125.00   | 0.00     |
|       | 53T     | Trailer Tow Package               | 785.00   | 0.00     |
|       | 67T     | Trailer Brake Cont <b>Req 53T</b> | 265.00   | 0.00     |
| 1     | 18B     | Black Platform Running Boards     | 250.00   | 250.00   |
|       | 91P     | Power Driver Seat                 | 325.00   | 0.00     |
|       | 57Q/924 | Rear Defrost/Privacy Tint         | 306.00   | 0.00     |
|       | 94S/W   | LED Warning Strobes A/AW*         | 695.00   | 0.00     |
|       | 942     | Daytime Running Lights            | 41.00    | 0.00     |
|       | 85H     | Backup Alarm                      | 120.00   | 0.00     |
|       | XTR     | Extra Keys                        | 275.00   | 0.00     |
|       | 96W     | Spray in Bed Liner                | 571.00   | 0.00     |
|       | 90B     | Crossbed Tool box                 | 950.00   | 0.00     |
|       |         |                                   |          |          |
|       | 103A    | XL Upgrade Pkg ** recommend       | 995.00   | 0.00     |
|       |         | Alum Wheels, Chrome Bumper        |          |          |
|       |         | Fog lights, Privacy glass         |          |          |
|       |         |                                   |          |          |
|       | 200A    | STX Package SC or CC only         | 4,895.00 | 0.00     |
|       |         |                                   |          |          |
|       | 301A    | XLT upgrade SC or CC only         | 7,252.00 | 0.00     |
|       |         |                                   |          |          |
|       |         |                                   |          |          |

Model Year 2025

Base Vehicle \$39,345.00  
 Total Chassis options \$6,895.00  
 Total Body options                       
 Delivery \$150.00  
 Fleet Discount -\$4,900.00  
 Tag & Title                       
 Total \$41,490.00


Standard Warranty info  
 Years 3  
 Miles 36,000

|   | Paint Color  |  |  |
|---|--------------|--|--|
| 1 | Oxford White |  |  |

Dealer Name Family Ford, Inc dba Hardy Family Ford

Contact Name Desmond Delesline

Quote Good Through (Date) Good through award of bid.

Signature of Authorized Rep. 



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica , GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

## F150 Pickup Spec Sheet

Standard Equipment

Regular Cab, 4x2, Short Wheel Base, Spare, 2.7L V6, Automatic, AC, Vinyl 40-20-40 seats, AM/FM/Bluetooth

| Order | Code    | Options                           | Price    | Total    |
|-------|---------|-----------------------------------|----------|----------|
|       | X1*     | Super Cab w/ 6.5 ft Bed           | 4,610.00 | 0.00     |
| 1     | W1*     | Crew Cab w/ 5.5 ft Bed            | 6,945.00 | 6,945.00 |
|       | LWB     | Long Bed                          | 295.00   | 0.00     |
|       | *1E     | 4x4 Drive System w/ SoF*          | 5,065.00 | 0.00     |
|       | 413     | Skid Plates                       | 152.00   | 0.00     |
|       | 998     | 3.5L V6 Ecoboost Engine           | 2,735.00 | 0.00     |
|       | 995     | 5.0L V8 Gasoline Engine           | 2,335.00 | 0.00     |
|       | XL*     | Limited Slip Rear Axle            | 545.00   | 0.00     |
|       | CG      | Cloth 40-20-40 Seats              | 125.00   | 0.00     |
|       | 53T     | Trailer Tow Package               | 785.00   | 0.00     |
|       | 67T     | Trailer Brake Cont <b>Req 53T</b> | 265.00   | 0.00     |
| 1     | 18B     | Black Platform Running Boards     | 240.00   | 240.00   |
|       | 91P     | Power Driver Seat                 | 325.00   | 0.00     |
|       | 57Q/924 | Rear Defrost/Privacy Tint         | 306.00   | 0.00     |
|       | 94S/W   | LED Warning Strobes A/AW*         | 695.00   | 0.00     |
|       | 942     | Daytime Running Lights            | 41.00    | 0.00     |
|       | 85H     | Backup Alarm                      | 120.00   | 0.00     |
|       | XTR     | Extra Keys                        | 275.00   | 0.00     |
|       | 96W     | Spray in Bed Liner                | 571.00   | 0.00     |
|       | 90B     | Crossbed Tool box                 | 950.00   | 0.00     |
|       |         |                                   |          |          |
|       | 103A    | XL Upgrade Pkg ** recommend       | 995.00   | 0.00     |
|       |         | Alum Wheels, Chrome Bumper        |          |          |
|       |         | Fog lights, Privacy glass         |          |          |
|       |         |                                   |          |          |
|       | 200A    | STX Package SC or CC only         | 4,895.00 | 0.00     |
|       |         |                                   |          |          |
|       | 301A    | XLT upgrade SC or CC only         | 7,252.00 | 0.00     |
|       |         |                                   |          |          |
|       |         |                                   |          |          |

Model Year 2025

Base Vehicle \$37,050.00  
 Total Chassis options \$7,185.00  
 Total Body options \_\_\_\_\_  
 Delivery \$1,995.00  
 Fleet Discount -\$3,300.00  
 Tag & Title \_\_\_\_\_  
 Total \$42,930.00

Standard Warranty info  
 Years \_\_\_\_\_  
 Miles \_\_\_\_\_

|   | Paint Color  |  |  |
|---|--------------|--|--|
| 1 | Oxford White |  |  |

Dealer Name WADE FORD  
 Contact Name RON MORGAN  
 Quote Good Through (Date) 12/31/2024  
 Signature of Authorized Rep. Ron Morgan



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica , GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

## F150 Pickup Spec Sheet

Standard Equipment

Regular Cab, 4x2, Short Wheel Base, Spare, 2.7L V6, Automatic, AC, Vinyl 40-20-40 seats, AM/FM/Bluetooth

| Order | Code    | Options                           | Price    | Total    |
|-------|---------|-----------------------------------|----------|----------|
|       | X1*     | Super Cab w/ 6.5 ft Bed           | 4,610.00 | 0.00     |
| 1     | W1*     | Crew Cab w/ 5.5 ft Bed            | 6,945.00 | 6,945.00 |
|       | LWB     | Long Bed                          | 295.00   | 0.00     |
|       | *1E     | 4x4 Drive System w/ SoF*          | 5,065.00 | 0.00     |
|       | 413     | Skid Plates                       | 152.00   | 0.00     |
|       | 998     | 3.5L V6 Ecoboost Engine           | 2,735.00 | 0.00     |
|       | 995     | 5.0L V8 Gasoline Engine           | 2,335.00 | 0.00     |
|       | XL*     | Limited Slip Rear Axle            | 545.00   | 0.00     |
|       | CG      | Cloth 40-20-40 Seats              | 125.00   | 0.00     |
|       | 53T     | Trailer Tow Package               | 785.00   | 0.00     |
|       | 67T     | Trailer Brake Cont <b>Req 53T</b> | 265.00   | 0.00     |
| 1     | 18B     | Black Platform Running Boards     | 240.00   | 240.00   |
|       | 91P     | Power Driver Seat                 | 325.00   | 0.00     |
|       | 57Q/924 | Rear Defrost/Privacy Tint         | 306.00   | 0.00     |
|       | 94S/W   | LED Warning Strobes A/AW*         | 695.00   | 0.00     |
|       | 942     | Daytime Running Lights            | 41.00    | 0.00     |
|       | 85H     | Backup Alarm                      | 120.00   | 0.00     |
|       | XTR     | Extra Keys                        | 275.00   | 0.00     |
|       | 96W     | Spray in Bed Liner                | 571.00   | 0.00     |
|       | 90B     | Crossbed Tool box                 | 950.00   | 0.00     |
|       | 103A    | XL Upgrade Pkg ** recommend       | 995.00   | 0.00     |
|       |         | Alum Wheels, Chrome Bumper        |          |          |
|       |         | Fog lights, Privacy glass         |          |          |
|       | 200A    | STX Package SC or CC only         | 4,895.00 | 0.00     |
|       | 301A    | XLT upgrade SC or CC only         | 7,252.00 | 0.00     |

Model Year 2025

Base Vehicle \$38,710.00  
 Total Chassis options \$7,185.00  
 Total Body options                       
 Delivery \$100.00  
 Fleet Discount -\$1,500.00  
 Tag & Title                       
 Total \$44,495.00

Standard Warranty info  
 Years 3  
 Miles 36,000

|   | Paint Color  |  |  |
|---|--------------|--|--|
| 1 | Oxford White |  |  |

Dealer Name Courtesy Ford  
 Contact Name Branton Leonard  
 Quote Good Through (Date) 12/1/2025  
 Signature of Authorized Rep. 

# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2025 Ford F150 (1/2 ton)

Base Price \$38,993.00

Regular Cab, 6 Cyl, 4x2, LWB

SWC #99999-SPD-ES40199373-002

Equipment Included in base price:

2.7L V-6 Engine

10 Speed Automatic Transmission

Factory Installed A/C

AM-FM Radio

Solar Tinted Glass

Power Steering/ABS Brakes

Rear view back up camera

Vinyl 40/20/40 Bench Seat

Rubber Floor Covering

Full Size Spare/ Step bumper

Autolamp headlights

Long bed 8'

Power Windows, Locks & Mirrors

Cruise control

P245/70R17 Tires

Ford SYNC (Bluetooth)

| Options  | Price        | Code      |
|--|--------------|-----------|
| 5.0L V8 Flex Fuel engine                               | 2,350.00     | 995       |
| 3.5L V6 EcoBoost engine**                              | 2,948.00     | 99G       |
| Extended range fuel tank**                             | 410.00       | 655       |
| Super Cab (6.5 ft. bed)                                | 5,735.00     | X1C       |
| 4x4 Option- <b>Regular cab</b>                         | 5,225.00     | F1E       |
| 4X4 Option- <b>Super&amp;Crew Cab</b>                  | 5,525.00     | X1E       |
| Crew Cab SWB (5.5 ft bed)                              | 8,765.00     | 8765 W1Cs |
| <b>Crew Cab LWB* (6.5 ft bed)</b>                      | 9,995.00     | W1C/Long  |
| <b>*** (4x4) ONLY</b>                                  |              |           |
| Limited Slip Axle                                      | 1,345.00     | XL3       |
| Daytime Running Lights                                 | 95.00        | 942       |
| Rear Parking Sencers                                   |              |           |
| LT265/70R17C A/T tires                                 | 562.00       | T7C       |
| Class IV Hitch (w/o tow pkg)                           | 495.00       | 53B       |
| Trailer Tow Pkg  | 1,525.00     | 53A       |
| Running boards (black)                                 | 475.00       | 475 18B   |
| 40-20-40 Cloth Split Bench                             | 725.00       | CS        |
| Rear window defroster n/a REC                          | 305.00       | 57Q/924   |
| <b>LED Warning Beacons<br/>top brake light mounted</b> | 950.00       | 94S       |
| Spray-in Bedliner                                      | 625.00       | ATK       |
| Carpeted floor mats                                    | 125.00       |           |
| XLT Package  | 6,650.00     | 303a      |
| Options total  | 9240         |           |
| Other vendor added equipment                           | 0            |           |
| Delivery   | 125          |           |
| <b>Total</b>   | <b>48358</b> |           |

Exterior Colors

Interior Color

Gray

|                    |   |
|--------------------|---|
| YZ Oxford White    | " |
| HX Antimatter Blue | " |
| B3 Atlas Blue      | " |
| JS Iconic Silver   | " |
| UM Agate Black     | " |
| M7 Carbonized Gray | " |
|                    | " |

FOB Allan Vigil Ford

Delivery- see chart, \$75 minimum

**ALLAN VIGIL FORD GOV'T SALES**

6790 Mt. Zion Blvd

Morrow, GA 30260

770-968-0680 Phone

678-364-3910 Fax

Contact person

Agency

Phone Number

Chris Maddox

City of Villa Rica

770-550-6099

*OK MR*



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Budgeted Purchase of 2025 Ford Escape for Codes Enforcement  
**AGENDA DATE:** 12-10-2024  
**DATE PREPARED:** 11-26-2024  
**PREPARED BY:** Hal Burch  
**AMOUNT:** \$26,895  
**GL ACCOUNT #:** 350-7450-542200  
**FUNDING SOURCE:**  
**BUDGETED ITEM?** Yes

---

**PURPOSE:** To furnish the Codes Enforcement Department with a Fleet vehicle suitable for the demands of the Department.

**BACKGROUND:** The City Council approved \$27,989 in the FY 2025 Budget for the purchase and procurement of this addition to our Fleet. Staff released an RFQ and did receive three (3) qualifying quotes that were lower than the state contract price.

**QUOTE SUMMARY:** We received quotes from:

|  |          |
|--|----------|
| Hardy Ford                             | \$26,895 |
| Wade Ford                              | \$27,345 |
| Courtesy Ford                          | \$28,515 |
| Alan Vigil Ford (State Contract Price) | \$32,700 |

**STAFF RECOMMENDATION:** Staff recommends purchasing the 2025 Ford Escape from Hardy Ford for the price of \$26,895

**IMPACT:** The immediate impact will be increased efficiency due to reduced downtime and a reduction in maintenance costs.

**MOTION:** I move to authorize the purchase of a 2025 Ford Escape from Hardy Ford in the amount of \$26,895.

# Request for Quote



## Ford Escape

### RFQ# 2025-7450-Escape

### Code Enforcement

RFQ Issue Date: 11-13-2024

RFQ Issuing Department: City of Villa Rica Fleet Department

Issuing Contact: Chris Maddox  
Fleet Manager  
571 West Bankhead Hwy  
[cmaddox@villarica.gov](mailto:cmaddox@villarica.gov)  
Office Phone: 770-550-6099

Proposals are to be sent to: City of Villa Rica  
Attn: Fleet Manager  
571 West Bankhead Hwy  
Villa Rica, GA 30180  
[cmaddox@villarica.gov](mailto:cmaddox@villarica.gov)

Closing Date and Time: 11-20-2024 (extended to 11-25-24) at 2:00 p.m. EST.  
No bid will be accepted if received after this deadline.

Award Date and Time: 12-10-2024 at 6:00 p.m. EST.  
City Council Meeting

### Instructions to Bidders:

All proposed quotes must be made upon the spec sheet form attached hereto. Proposals can be emailed to [cmaddox@villarica.gov](mailto:cmaddox@villarica.gov) or mailed/delivered to the address above by 11-25-2024 at 2pm EST.

The bidder agrees that the City of Villa Rica reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the City.

The final decision of purchase will be made upon the award by the City of Villa Rica Mayor and Council on 12-10-2024







# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

2025 Ford Escape FWD

Base Price

\$32,575.00

SWC #99999-SPD-ES40199373-002

|   | Options                   | Price    |  | Code |
|---|---------------------------|----------|--|------|
|   | All wheel drive           | 2,150.00 |  | U9G  |
| Equipment Included in Base price                | Daytime running lights    | \$95.00  |  | 942  |
|   | Rear parking sensor       | 430.00   |  | 60S  |
| 1.5L EcoBoost Engine                            | Class II Trailer Tow pkg  | 765.00   |  | 536  |
| 8-Speed Automatic Transmission                  |                           |          |  |      |
| Center floor consol w/armrest                   |                           |          |  |      |
| Cruise Control                                  |                           |          |  |      |
| Dual-Zone Climate control                       | Cargo Shade               | 235.00   |  | 47B  |
| Cloth Seats (5 Passenger)                       | Cargo mat                 | 200.00   |  | 50Q  |
| 8 way power drivers seat                        | Floor mats / Carpeted     | 230.00   |  | 50B  |
| 4 way manual passenger seat                     | Floor mats / all wheather | 265.00   |  | 50C  |
| Power lift gate                                 |                           |          |  |      |
| 17"shadow painted wheels                        | PHEV FWD                  | 9,989.00 |  | U0E  |
| Co-pilot 360                                    |                           |          |  |      |
| USB ports (1) front (1) rear                    |                           |          |  |      |
| Advance trac                                    |                           |          |  |      |
| Airbags (all passenger and side curtain canopy) |                           |          |  |      |

Colors Available

Exterior

Interior

Ebony    Gray

- Z1 Oxford White
- UM Agate Black
- PQ Race Red
- JS Iconic Silver
- M7 Carbonized Gray

|                              |                     |
|------------------------------|---------------------|
| Added optional equipment     | 0                   |
| Other vendor added equipment | 0.00                |
| Delivery                     | 125                 |
| <b>Total</b>                 | <b>\$ 32,700.00</b> |

OK MB

FOB Allan Vigil Ford  
 Delivery: see Region Chart for pricing

**ALLAN VIGIL FORD GOV'T SALES**  
 6790 Mt. Zion Blvd  
 Morrow, GA 30260

770-968-0680 Phone  
 800-821-5151 Toll Free  
 678-364-3910 Fax

Contact person Chris Maddox  
 Department City of Villa Rica  
 Phone Number 770-550-6099



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Budgeted Purchase of 2025 Ford F-250 with Service Body Truck for Building Maintenance

**AGENDA DATE:** 12-10-2024

**DATE PREPARED:** 11-26-2024

**PREPARED BY:** Hal Burch

**AMOUNT:** \$55,399

**GL ACCOUNT #:** 350-4900-542200

**FUNDING SOURCE:**

**BUDGETED ITEM?** Yes

---

**PURPOSE:** To furnish the Building Maintenance Department with a Fleet vehicle suitable for the demands of the Department.

**BACKGROUND:** : The City Council approved \$ 56,000.00 in the FY 2025 Budget for the purchase and procurement of this addition to our Fleet. Staff released a RFQ and did receive three (3) qualifying quotes that were lower than the state contract price.

**QUOTE SUMMARY:** We received quotes from:

|  |          |
|--|----------|
| Hardy Ford                             | \$55,399 |
| Alan Vigil Ford (State Contract Price) | \$57,681 |
| Courtesy Ford                          | \$59,081 |
| Wade Ford                              | \$61,905 |

**STAFF RECOMMENDATION:** Staff recommends purchasing the 2025 Ford F-250 with Service Body Truck from Hardy Ford for the price of \$55,399

**IMPACT:** The immediate impact increased response times to reported incidents as well as cost reduction bringing these tasks in house.

**MOTION:** I move to authorize the purchase of a 2025 Ford F250 with Service Body Truck from Hardy Ford in the amount of \$55,399.

# Request for Quote



## Ford F250 w/ Service Body

**RFQ# 2025-4900-F250**

## Building Maintenance

RFQ Issue Date: 11-13-2024

RFQ Issuing Department: City of Villa Rica Fleet Department

Issuing Contact: Chris Maddox  
Fleet Manager  
571 West Bankhead Hwy  
[cmaddox@villarica.gov](mailto:cmaddox@villarica.gov)  
Office Phone: 770-550-6099

Proposals are to be sent to: City of Villa Rica  
Attn: Fleet Manager  
571 West Bankhead Hwy  
Villa Rica, GA 30180  
[cmaddox@villarica.gov](mailto:cmaddox@villarica.gov)

Closing Date and Time: 11-20-2024 (extended to 11-25-24) at 2:00 p.m. EST.  
No bid will be accepted if received after this deadline.

Award Date and Time: 12-10-2024 at 6:00 p.m. EST.  
City Council Meeting

### Instructions to Bidders:

All proposed quotes must be made upon the spec sheet form attached hereto. Proposals can be emailed to [cmaddox@villarica.gov](mailto:cmaddox@villarica.gov) or mailed/delivered to the address above by 11-25-2024 at 2pm EST.

The bidder agrees that the City of Villa Rica reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the City.

The final decision of purchase will be made upon the award by the City of Villa Rica Mayor and Council on 12-10-2024



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica, GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

## 10,000 GVWR Ford F250 Spec Sheet

Standard Equipment

Regular Cab, 6.8L V8 Gasoline Engine, Automatic, 8 ft Bed, AC, AM/FM


| Order | Code  | Chassis Options                  | Price     | Total  | Order | Code | Chassis / Body Options         | Price    | Total    |
|-------|-------|----------------------------------|-----------|--------|-------|------|--------------------------------|----------|----------|
|       | f3a   | F350 10,500 GVWR                 | 1,045.00  | 0.00   |       | 43K  | 2KW Pro Power                  | 985.00   | 0.00     |
|       | f3c   | Dual Tire F350 14,000 GVWR       | 2,740.00  | 0.00   |       | 76C  | Backup Alarm                   | 132.00   | 0.00     |
|       | f4c   | F450 Dual Tire 14,000 GVWR       | 14,485.00 | 0.00   |       | 76Z  | Anti-Theft Security System     | 58.00    | 0.00     |
|       | X*A   | Super Cab Short Bed              | 2,335.00  | 0.00   |       | 942  | Daytime Runnin Lights          | 43.00    | 0.00     |
|       | W*B   | Crew Cab Short Bed               | 3,797.00  | 0.00   |       | 96V  | XL Chrome Package              | 225.00   | 0.00     |
|       | LWB   | Long Bed (SC CC only)            | 210.00    | 0.00   |       | 61N  | Wheel Well Liners              | 325.00   | 0.00     |
|       | B / D | 4X4 Drive System ( all cabs )    | 3,470.00  | 0.00   |       | 874  | 360Camera                      | 1,150.00 | 0.00     |
|       | 41P   | Skid Plates                      | 95.00     | 0.00   |       | 15W  | 12,000 lb Warn Winch           | 3,000.00 | 0.00     |
|       | 99T   | 6.7L Powerstroke Diesel Engine   | 9,995.00  | 0.00   |       | 66S  | Upfitter switches              | 165.00   | 0.00     |
|       | 99M   | High Output Diesel Engine        | 2,500.00  | 0.00   |       | 41H  | Block Heater                   | 100.00   | 0.00     |
|       | 99N   | 7.3L V8 Gasoline Engine (250)    | 1,705.00  | 0.00   |       | 17Y  | Tremor Package                 | 4,375.00 | 0.00     |
|       | 62R   | PTO Provision Transmission       | 260.00    | 0.00   |       | 87S  | Retractable Bed Side Step      | 330.00   | 0.00     |
|       | 98F   | Gaseous Fuel Prep Pkg (gas only) |           |        |       | 87B  | Retractable Bed Corner Step    | 330.00   | 0.00     |
|       | 17X   | FX4 Off Road Pkg                 | 995.00    | 0.00   |       | 603A | XLT Package Upgrade (4x4 only) | 6,135.00 | 0.00     |
|       | X4*   | Limited Slip Rear Axle           | 430.00    | 0.00   |       | 17P  | XLT Premium Package            | 4,150.00 | 0.00     |
|       | TBM   | LT245/75RX17E AT Tires           | 181.00    | 0.00   |       | 54F  | Powerscope Trailer Mirrors     | 280.00   | 0.00     |
|       | 1S    | Cloth 40-20-40 Seats             | 315.00    | 0.00   |       | 2S   | Caotains Chairs w Console      | 300.00   | 0.00     |
|       | 52S   | Interior Work Force              | 140.00    | 0.00   | 1     | 66D  | Bed Delete 250 LWB only        | (625.00) | (625.00) |
|       | 67*   | Heavy Duty Alternator (s)        | 115.00    | 0.00   |       |      |                                |          | 0.00     |
|       | 473   | Snow Plow Prep Pkg               | 250.00    | 0.00   |       |      |                                |          | 0.00     |
|       | 43C   | 110V / 400W Inverter (req 67*)   | 175.00    | 0.00   |       |      |                                |          | 0.00     |
|       | 67H   | HD Front Suspension              | 225.00    | 0.00   |       |      |                                |          | 0.00     |
|       | 535   | High Cap Trailer Tow Pkg         | 1,130.00  | 0.00   |       |      |                                |          | 0.00     |
|       | 52T   | Tow Tech Pkg                     | 925.00    | 0.00   |       |      | Multiple Body options          |          | 0.00     |
|       | 53W   | 5th Wheel Hitch Kit              | 550.00    | 0.00   |       |      |                                |          | 0.00     |
|       | 15J   | Gooseneck Hitch Kit              | 250.00    | 0.00   | 1     |      | 8 ft Utility Body              |          | 0.00     |
|       | 15L   | 5th Wheel Hitch Kit              | 1,095.00  | 0.00   |       |      | Crane Body                     |          | 0.00     |
|       | 85S   | Spray In Bedliner                | 595.00    | 0.00   |       |      | Lift Gates Installed           |          | 0.00     |
| 1     | 18B   | Platform Running Boards          | 320.00    | 320.00 |       |      | Animal Control Body            |          | 0.00     |
|       | 76S   | Remote Start                     | 250.00    | 0.00   |       |      |                                |          | 0.00     |
|       | 86M   | Dual Batteries 78AH              | 210.00    | 0.00   |       |      | Extended Service Plans         |          | 0.00     |
|       | 19J   | Cross Bed Tool Box Matte         | 950.00    | 0.00   |       |      | Maintenance Plans              |          | 0.00     |
|       | 19K   | Cross Bed Toolbox Bright         | 950.00    | 0.00   |       |      |                                |          | 0.00     |
|       | 91S   | LED Amber Warning Strobes        | 650.00    | 0.00   |       |      | *F450 Diesel Engine is STD     |          | 0.00     |
|       | 91G   | LED White Warning Strobes        | 650.00    | 0.00   |       |      |                                |          | 0.00     |
|       | 66B   | Box Link Connectors              | 69.00     | 0.00   |       |      |                                |          | 0.00     |
|       | 52R   | Bed Ramps                        | 640.00    | 0.00   |       |      |                                |          | 0.00     |
|       | 85G   | Tailgate Step                    | 375.00    | 0.00   |       |      |                                |          | 0.00     |
|       | 66L   | LED Box Lighting                 | 60.00     | 0.00   |       |      |                                |          | 0.00     |
| 1     | 592   | LED Roof Clearance Lights        | 95.00     | 95.00  |       |      |                                |          | 0.00     |
| 1     | 66S   | Upfitter Switches                | 165.00    | 165.00 |       |      |                                |          | 0.00     |
|       |       |                                  |           | 0.00   |       |      |                                |          | 0.00     |
|       |       |                                  |           | 0.00   |       |      |                                |          | 0.00     |
|       |       |                                  |           | 0.00   | TT    |      | Tag & Title ( Hard Plate)      |          | 0.00     |

| Paint Color |                 |
|-------------|-----------------|
| 1           | Z1 Oxford White |

**Dealer Name** Hardy Family Ford

**Contact Name** Desmond Delesline

**Quote Good Through (Date)** Good through award of Bid

**Signature of Authorized Rep.** 

| Model Year                    | 2025               |
|-------------------------------|--------------------|
| <b>Base Vehicle</b>           | <b>47,295.00</b>   |
| <b>Total Chassis options</b>  | <b>11,999.00</b>   |
| <b>Total Body options</b>     | <b>(45.00)</b>     |
| <b>Delivery</b>               | <b>150.00</b>      |
| <b>Fleet Discount</b>         | <b>(4,000.00)</b>  |
| <b>Total</b>                  | <b>\$55,399.00</b> |
| <b>Standard Warranty info</b> |                    |
| <b>Years</b>                  | <b>3</b>           |
| <b>Miles</b>                  | <b>36000</b>       |

# ALLAN VIGIL FORD-LINCOLN GOVERNMENT SALES

**2025 Ford F250 Regular Cab  
V8 Long Bed 4X2 (3/4 ton)**

**Base Price \$45,274.00**

**SWC #99999-SPD-ES40199373-002**

**Equipment included In  
Base price**

6.8L V8 Gasoline/E85 Engine  
10 Speed Automatic Transmission  
Factory Installed A/C  
9800# GVWR  
AM-FM RadioMP3  
8" screen, bluetooth  
Power windows, locks, mirrors  
Remote keyless entry  
40/20/40 Vinyl Bench Seat  
Rubber Floor Covering  
Full Size Spare Tire  
Rear Step Bumper  
Solar Tinted Glass  
Trailer brake controller  
2.5" Receiver Hitch (12.5k)  
Tilt Steering Wheel  
Rear View Camera  
Electric Shift (4X4 only)  
Cruise control

Colors Available

|    | Exterior        | Interior |
|----|-----------------|----------|
| M7 | Carbonized Gray | Gray     |
| PQ | Race Red        | Gray     |
| JS | Iconic Silver   | Gray     |
| D1 | Stone Gray      | Gray     |
| UM | Agate Black     | Gray     |
| Z1 | Oxford White    | Gray     |

| Options   | Price     | Code    |
|---|-----------|---------|
| 6.7L V8 Diesel Engine                                   | 10,225.00 | 99T     |
| 6.7L V8 Diesel Eng. Hi output                           | 12,500.00 | 99M     |
| 4X4 Option  | 5,525.00  | F2B     |
| LT245 All-terrain tires                                 | 675.00    | TBM     |
| Super Cab Long Bed                                      | 5,975.00  | X20I    |
| Crew Cab Long Bed                                       | 6,725.00  | W20I    |
| Crew Cab Short Bed                                      | 6,225.00  | W20s    |
| Electronic locking axle                                 | 1,310.00  | X3H     |
| Roof Clearance Lights                                   | 325.00    | 592     |
| Brake light mounted Strob                               | 950.00    | 91S     |
| Cab Steps (running boards)                              | 625.00    | 18B     |
| Retractable Bed Side-Step                               | 315.00    | 87S     |
| Engine block heater                                     | 95.00     | 41H     |
| PTO Transmission -diesel only                           | 270.00    | 62R     |
| Interior work surface                                   | 225.00    | 52S     |
| 110 AC outlet   | 275.00    | 43C     |
| XL Off-road package-4X4 only<br>includes skid plates    | 1,575.00  | 17Z     |
| R.window defrost-privacy glass                          | 468.00    | 435/924 |
| Cloth 40/20/40 Bench Seat                               | 795.00    | 1S      |
| HD Alternator   | 373.00    | 67D     |
| Upfitter Switches                                       | 267.00    | 66S     |
| Spray-in Bedliner                                       | 625.00    | ATK     |
| XLT Pkg Upgrade   | 6,650.00  | XLT     |
| <b>The XLTs are 4X4, 2 wheel drive is not available</b> |           |         |
| Tailgate Step   | 750.00    | 85G     |
| Snow plow prep  | 453.00    | 473     |
| Gooseneck hitch(long bed & 4X4 required)                | 1,310.00  | 53W/15J |
| Dual battery(Diesel engines onl)                        | 625.00    | 86M     |
| 2KW Pro Power Onboard-                                  | 1,330.00  | 43K     |
| Delete pickup bed F250 only                             | (235.00)  | 66D     |
| cng/propane prep pkg                                    | 450.00    | 98F     |

FOB Allan Vigil Ford  
Delivery \$1.50 per mile, \$75 minimum

**ALLAN VIGIL FORD GOV'T SALES**  
6790 Mt. Zion Blvd  
Morrow, GA 30260

770-968-0680 Phone  
800-821-5151 Toll Free  
678-364-3910 Fax

|                              |                    |
|------------------------------|--------------------|
| Option total                 | 982                |
| Other vendor added equipment | 11,300.00          |
| Delivery                     | 125                |
| <b>Total</b>                 | <b>\$57,681.00</b> |

Contact person Chris Maddox  
Department City of Villa Rica  
Phone Number 770-550-6099

*OK MB*



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica, GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

## 10,000 GVWR Ford F250 Spec Sheet

Standard Equipment

Regular Cab, 6.8L V8 Gasoline Engine, Automatic, 8 ft Bed, Single Rear Wheel, AC, AM/FM, SYNC 4, 4x2, 3.73 Non-Limited Slip Axle Ratio, XL F-250 Equipment Group, 17" Argent Painted Steel Wheels, LT 245/75R17 All Terrain Tires, Trailer Tow Mirrors, Tailgate w/ Power Lock and Black Handle, Black Painted Grille, Black Front and Rear Bumpers, Spare, Carpet Delete, Cruise Control,

| Order | Code  | Chassis Options                  | Price     | Total  | Order | Code | Chassis / Body Options        | Price    | Total     |
|-------|-------|----------------------------------|-----------|--------|-------|------|-------------------------------|----------|-----------|
|       | f3a   | F350 10,500 GVWR                 | 1,045.00  | 0.00   |       | 43K  | 2KW Pro Power                 | 985.00   | 0.00      |
|       | f3c   | Dual Tire F350 14,000 GVWR       | 2,740.00  | 0.00   |       | 76C  | Backup Alarm                  | 132.00   | 0.00      |
|       | f4c   | F450 Dual Tire 14,000 GVWR       | 14,485.00 | 0.00   |       | 76Z  | Anti-Theft Security System    | 58.00    | 0.00      |
|       | X*A   | Super Cab Short Bed              | 2,335.00  | 0.00   |       | 942  | Daytime Runnin Lights         | 43.00    | 0.00      |
|       | W*B   | Crew Cab Short Bed               | 3,797.00  | 0.00   |       | 96V  | XL Chrome Package             | 225.00   | 0.00      |
|       | LWB   | Long Bed (SC CC only)            | 210.00    | 0.00   |       | 61N  | Wheel Well Liners             | 325.00   | 0.00      |
|       | B / D | 4X4 Drive System ( all cabs )    | 3,470.00  | 0.00   |       | 874  | 360Camera                     | 1,150.00 | 0.00      |
|       | 41P   | Skid Plates                      | 95.00     | 0.00   |       | 15W  | 12,000 lb Warn Winch          | 3,000.00 | 0.00      |
|       | 99T   | 6.7L Powerstroke Diesel Engine   | 9,995.00  | 0.00   | 1     | 66S  | Upfitter switches             | 165.00   | 165.00    |
|       | 99M   | High Output Diesel Engine        | 2,500.00  | 0.00   |       | 41H  | Block Heater                  | 100.00   | 0.00      |
|       | 99N   | 7.3L V8 Gasoline Engine (250)    | 1,705.00  | 0.00   |       | 17Y  | Tremor Package                | 4,375.00 | 0.00      |
|       | 62R   | PTO Provision Transmission       | 260.00    | 0.00   |       | 87S  | Retractable Bed Side Step     | 330.00   | 0.00      |
|       | 98F   | Gaseous Fuel Prep Pkg (gas only) |           |        |       | 87B  | Retractable Bed Corner Step   | 330.00   | 0.00      |
|       | 17X   | FX4 Off Road Pkg                 | 995.00    | 0.00   |       | 603A | XL Package Upgrade (4x4 only) | 6,135.00 | 0.00      |
|       | X4*   | Limited Slip Rear Axle           | 430.00    | 0.00   |       | 17P  | XL Premium Package            | 4,150.00 | 0.00      |
|       | TBM   | LT245/75RX17E AT Tires           | 181.00    | 0.00   |       | 54F  | Powerscope Trailer Mirrors    | 280.00   | 0.00      |
|       | 1S    | Cloth 40-20-40 Seats             | 315.00    | 0.00   |       | 2S   | Captains Chairs w Console     | 300.00   | 0.00      |
|       | 52S   | Interior Work Force              | 140.00    | 0.00   |       | 66D  | Bed Delete 250 LWB only       | 125.00   | 0.00      |
|       | 67*   | Heavy Duty Alternator (s)        | 115.00    | 0.00   |       |      |                               |          | 0.00      |
|       | 473   | Snow Plow Prep Pkg               | 250.00    | 0.00   |       |      |                               |          | 0.00      |
|       | 43C   | 110V / 400W Inverter (req 67*)   | 175.00    | 0.00   |       |      |                               |          | 0.00      |
|       | 67H   | HD Front Suspension              | 225.00    | 0.00   |       |      |                               |          | 0.00      |
|       | 535   | High Cap Trailer Tow Pkg         | 1,130.00  | 0.00   |       |      |                               |          | 0.00      |
|       | 52T   | Tow Tech Pkg                     | 925.00    | 0.00   |       |      | Multiple Body options         |          | 0.00      |
|       | 53W   | 5th Wheel Hitch Kit              | 550.00    | 0.00   |       |      |                               |          | 0.00      |
|       | 15J   | Gooseneck Hitch Kit              | 250.00    | 0.00   | 1     |      | 8 ft Utility Body             |          | 12,505.00 |
|       | 15L   | 5th Wheel Hitch Kit              | 1,095.00  | 0.00   |       |      | Crane Body                    |          | 0.00      |
|       | 85S   | Spray In Bedliner                | 595.00    | 0.00   |       |      | Lift Gates Installed          |          | 0.00      |
| 1     | 18B   | Platform Running Boards          | 421.00    | 421.00 |       |      | Animal Control Body           |          | 0.00      |
|       | 76S   | Remote Start                     | 250.00    | 0.00   |       |      |                               |          | 0.00      |
|       | 86M   | Dual Batteries 78AH              | 210.00    | 0.00   |       |      | Extended Service Plans        |          | 0.00      |
|       | 19J   | Cross Bed Tool Box Matte         | 950.00    | 0.00   |       |      | Maintenance Plans             |          | 0.00      |
|       | 19K   | Cross Bed Toolbox Bright         | 950.00    | 0.00   |       |      |                               |          | 0.00      |
|       | 91S   | LED Amber Warning Strobes        | 650.00    | 0.00   |       |      | *F450 Diesel Engine is STD    |          | 0.00      |
|       | 91G   | LED White Warning Strobes        | 650.00    | 0.00   |       |      |                               |          | 0.00      |
|       | 66B   | Box Link Connectors              | 69.00     | 0.00   |       |      |                               |          | 0.00      |
|       | 52R   | Bed Ramps                        | 640.00    | 0.00   |       |      |                               |          | 0.00      |
|       | 85G   | Tailgate Step                    | 375.00    | 0.00   |       |      |                               |          | 0.00      |
|       | 66L   | LED Box Lighting                 | 60.00     | 0.00   |       |      |                               |          | 0.00      |
| 1     | 592   | Led Roof Clearance lights        | 95.00     | 95.00  |       |      |                               |          | 0.00      |
|       |       |                                  |           | 0.00   |       |      |                               |          | 0.00      |
|       |       |                                  |           | 0.00   |       |      |                               |          | 0.00      |
|       |       |                                  |           | 0.00   |       |      |                               |          | 0.00      |
|       |       |                                  |           | 0.00   |       |      |                               |          | 0.00      |

| Paint Color |    |              |
|-------------|----|--------------|
| 1           | Z1 | Oxford White |

Dealer Name Courtesy Ford

Contact Name Branton Leonard

Quote Good Through (Date) 12/1/2025

Signature of Authorized Rep. *Branton Leonard*

| Model Year            | 2025        |
|-----------------------|-------------|
| Base Vehicle          | \$47,295.00 |
| Total Chassis options | \$681.00    |
| Total Body options    | \$12,505.00 |
| Delivery              | \$200.00    |
| Fleet Discount        | (1,600.00)  |
| Tag & Title           |             |
| Total                 | \$59,081.00 |

X



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica , GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

## 10,000 GVWR Ford F250 Spec Sheet

Standard Equipment

**Regular Cab , 6.8L V8 Gasoline Engine , Automatic , 8 ft Bed , Single Rear Wheel, AC , AM/FM , SYNC 4 ,  
 4x2 , 3.73 Non-Limited Slip Axle Ratio , XL F-250 Equipment Group , 17" Argent Painted Steel Wheels , LT 245/75R17 All Terrain Tires ,  
 Trailer Tow Mirrors , Tailgate w/ Power Lock and Black Handle , Black Painted Grille , Black Front and Rear Bumpers, Spare ,  
 Carpet Delete , Cruise Control ,**

| Order | Code  | Chassis Options                  | Price     | Total  | Order | Code | Chassis / Body Options         | Price    | Total     |
|-------|-------|----------------------------------|-----------|--------|-------|------|--------------------------------|----------|-----------|
|       | f3a   | F350 10,500 GVWR                 | 1,045.00  | 0.00   |       | 43K  | 2KW Pro Power                  | 985.00   | 0.00      |
|       | f3c   | Dual Tire F350 14,000 GVWR       | 2,740.00  | 0.00   |       | 76C  | Backup Alarm                   | 132.00   | 0.00      |
|       | f4c   | F450 Dual Tire 14,000 GVWR       | 14,485.00 | 0.00   |       | 76Z  | Anti-Theft Security System     | 58.00    | 0.00      |
|       | X*A   | Super Cab Short Bed              | 2,335.00  | 0.00   |       | 942  | Daytime Runnin Lights          | 43.00    | 0.00      |
|       | W*B   | Crew Cab Short Bed               | 3,797.00  | 0.00   |       | 96V  | XL Chrome Package              | 225.00   | 0.00      |
|       | LWB   | Long Bed (SC CC only)            | 210.00    | 0.00   |       | 61N  | Wheel Well Liners              | 325.00   | 0.00      |
|       | B / D | 4X4 Drive System ( all cabs )    | 3,470.00  | 0.00   |       | 874  | 360Camera                      | 1,150.00 | 0.00      |
|       | 41P   | Skid Plates                      | 95.00     | 0.00   |       | 15W  | 12,000 lb Warn Winch           | 3,000.00 | 0.00      |
|       | 99T   | 6.7L Powerstroke Diesel Engine   | 9,995.00  | 0.00   | 1     | 66S  | Upfitter switches              | 165.00   | 165.00    |
|       | 99M   | High Output Diesel Engine        | 2,500.00  | 0.00   |       | 41H  | Block Heater                   | 100.00   | 0.00      |
|       | 99N   | 7.3L V8 Gasoline Engine (250)    | 1,705.00  | 0.00   |       | 17Y  | Tremor Package                 | 4,375.00 | 0.00      |
|       | 62R   | PTO Provision Transmission       | 260.00    | 0.00   |       | 87S  | Retractable Bed Side Step      | 330.00   | 0.00      |
|       | 98F   | Gaseous Fuel Prep Pkg (gas only) |           |        |       | 87B  | Retractable Bed Corner Step    | 330.00   | 0.00      |
|       | 17X   | FX4 Off Road Pkg                 | 995.00    | 0.00   |       | 603A | XLT Package Upgrade (4x4 only) | 6,135.00 | 0.00      |
|       | X4*   | Limited Slip Rear Axle           | 430.00    | 0.00   |       | 17P  | XLT Premium Package            | 4,150.00 | 0.00      |
|       | TBM   | LT245/75RX17E AT Tires           | 181.00    | 0.00   |       | 54F  | Powerscope Trailer Mirrors     | 280.00   | 0.00      |
|       | 1S    | Cloth 40-20-40 Seats             | 315.00    | 0.00   |       | 2S   | Captains Chairs w Console      | 300.00   | 0.00      |
|       | 52S   | Interior Work Force              | 140.00    | 0.00   | 1     | 66D  | Bed Delete 250 LWB only        | (625.00) | (625.00)  |
|       | 67*   | Heavy Duty Alternator (s)        | 115.00    | 0.00   |       |      |                                |          | 0.00      |
|       | 473   | Snow Plow Prep Pkg               | 250.00    | 0.00   |       |      |                                |          | 0.00      |
|       | 43C   | 110V / 400W Inverter (req 67*)   | 175.00    | 0.00   |       |      |                                |          | 0.00      |
|       | 67H   | HD Front Suspension              | 225.00    | 0.00   |       |      |                                |          | 0.00      |
|       | 53S   | High Cap Trailer Tow Pkg         | 1,130.00  | 0.00   |       |      |                                |          | 0.00      |
|       | 52T   | Tow Tech Pkg                     | 925.00    | 0.00   |       |      | Multiple Body options          |          | 0.00      |
|       | 53W   | 5th Wheel Hitch Kit              | 550.00    | 0.00   |       |      |                                |          | 0.00      |
|       | 15J   | Gooseneck Hitch Kit              | 250.00    | 0.00   | 1     |      | 8 ft Utility Body              |          | 15,465.00 |
|       | 15L   | 5th Wheel Hitch Kit              | 1,095.00  | 0.00   |       |      | Crane Body                     |          | 0.00      |
|       | 85S   | Spray In Bedliner                | 595.00    | 0.00   |       |      | Lift Gates Installed           |          | 0.00      |
| 1     | 18B   | Platform Running Boards          | 320.00    | 320.00 |       |      | Animal Control Body            |          | 0.00      |
|       | 76S   | Remote Start                     | 250.00    | 0.00   |       |      |                                |          | 0.00      |
|       | 86M   | Dual Batteries 78AH              | 210.00    | 0.00   |       |      | Extended Service Plans         |          | 0.00      |
|       | 19J   | Cross Bed Tool Box Matte         | 950.00    | 0.00   |       |      | Maintenance Plans              |          | 0.00      |
|       | 19K   | Cross Bed Toolbox Bright         | 950.00    | 0.00   |       |      |                                |          | 0.00      |
|       | 91S   | LED Amber Warning Strobes        | 650.00    | 0.00   |       |      | *F450 Diesel Engine is STD     |          | 0.00      |
|       | 91G   | LED White Warning Strobes        | 650.00    | 0.00   |       |      |                                |          | 0.00      |
|       | 66B   | Box Link Connectors              | 69.00     | 0.00   |       |      |                                |          | 0.00      |
|       | 52R   | Bed Ramps                        | 640.00    | 0.00   |       |      |                                |          | 0.00      |
|       | 85G   | Tailgate Step                    | 375.00    | 0.00   |       |      |                                |          | 0.00      |
|       | 66L   | LED Box Lighting                 | 60.00     | 0.00   |       |      |                                |          | 0.00      |
| 1     | 592   | roof clearance lights            | 100.00    | 100.00 |       |      |                                |          | 0.00      |
|       |       |                                  |           | 0.00   |       |      |                                |          | 0.00      |
|       |       |                                  |           | 0.00   |       |      |                                |          | 0.00      |
|       |       |                                  |           | 0.00   |       |      |                                |          | 0.00      |
|       |       |                                  |           | 0.00   |       |      |                                |          | 0.00      |

| Paint Color |                 |
|-------------|-----------------|
| 1           | Z1 Oxford White |

|                                     |                   |                              |                    |
|-------------------------------------|-------------------|------------------------------|--------------------|
| <b>Dealer Name</b>                  | <b>WADE FORD</b>  | <b>Model Year</b>            | <b>2025</b>        |
| <b>Contact Name</b>                 | <b>RON MORGAN</b> | <b>Base Vehicle</b>          | <b>\$45,300.00</b> |
| <b>Quote Good Through (Date)</b>    | <b>12/31/2024</b> | <b>Total Chassis options</b> | <b>-\$140.00</b>   |
| <b>Signature of Authorized Rep.</b> |                   | <b>Total Body options</b>    | <b>\$16,050.00</b> |
|                                     |                   | <b>Delivery</b>              | <b>\$1,995.00</b>  |
|                                     |                   | <b>Fleet Discount</b>        | <b>(1,300.00)</b>  |
|                                     |                   | <b>Tag &amp; Title</b>       |                    |
|                                     |                   | <b>Total</b>                 | <b>\$61,905.00</b> |



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Budgeted Purchase of 2025 Ford F-450 for Distribution  
**AGENDA DATE:** 12-10-2024

**DATE PREPARED:** 11-26-2024  
**PREPARED BY:** Hal Burch

**AMOUNT:** \$58,845  
**GL ACCOUNT #:** 505-4440-542200  
**FUNDING SOURCE:**  
**BUDGETED ITEM?** Yes

---

**PURPOSE:** To furnish the Distribution Department with a Fleet vehicle suitable for the demands of the Department.

**BACKGROUND:** The City Council approved \$80,000 in the FY 2025 Budget for the purchase and procurement of this addition to our Fleet. Staff released an RFQ and did receive three (3) qualifying quotes that were lower than the state contract price.

**QUOTE SUMMARY:** We received quotes from:

|               |          |
|---------------|----------|
| Hardy Ford    | \$58,845 |
| Courtesy Ford | \$60,949 |
| Wade Ford     | \$62,395 |

**STAFF RECOMMENDATION:** Staff recommends purchasing the 2025 Ford F-450 from Hardy Ford for the price of \$58,845

**IMPACT:** The immediate impact will be increased efficiency due to reduced downtime and a reduction in maintenance costs.

**MOTION:** I move to authorize the purchase of a 2025 Ford F450 from Hardy Ford in the amount of \$58,845.

# Request for Quote



## Ford F450 Chassis Cab

**RFQ# 2025-4440-F450**

## Collection & Distribution

RFQ Issue Date: 11-13-2024

RFQ Issuing Department: City of Villa Rica Fleet Department

Issuing Contact: Chris Maddox  
Fleet Manager  
571 West Bankhead Hwy  
[cmaddox@villarica.gov](mailto:cmaddox@villarica.gov)  
Office Phone: 770-550-6099

Proposals are to be sent to: City of Villa Rica  
Attn: Fleet Manager  
571 West Bankhead Hwy  
Villa Rica, GA 30180  
[cmaddox@villarica.gov](mailto:cmaddox@villarica.gov)

Closing Date and Time: 11-20-2024 (extended to 11-25-24) at 2:00 p.m. EST.  
No bid will be accepted if received after this deadline.

Award Date and Time: 12-10-2024 at 6:00 p.m. EST.  
City Council Meeting

### Instructions to Bidders:

All proposed quotes must be made upon the spec sheet form attached hereto. Proposals can be emailed to [cmaddox@villarica.gov](mailto:cmaddox@villarica.gov) or mailed/delivered to the address above by 11-25-2024 at 2pm EST.

The bidder agrees that the City of Villa Rica reserves the right to reject any or all proposals, or to accept the part of the bid considered to be in the best interest of the City.

The final decision of purchase will be made upon the award by the City of Villa Rica Mayor and Council on 12-10-2024



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica, GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

**Ford F450 Cab & Chassis**  
 Standard Equipment

Regular Cab, Dual Rear Tires, 145" wheel Base, PTO, 7.3 Gasoline Engine, Automatic, 4x2, 4.88 non limited slip axle, 16,500 GVWR, Power Equip Group, 40 gallon Aft Axle, 250 AMP Alternator, DRL, Roof Lights, Carpet Delete, cruise control, Anti-Theft, Jack, Upfitters, AM/FM/Bluetooth, 8"LCD Touchscreen, Ford Pass, SYNC 4, 19.5 Argent Painted Steel Wheels, 225/70R19.5 Tires, Manual seats, vinyl seats, Front License Plate Bracket

| Order | Code | Chassis Options                           | Price    | Total    | Order | Code | Chassis / Body Options               | Price  | Total |
|-------|------|---|----------|----------|-------|------|--------------------------------------|--------|-------|
|       |      | Super Cab (All)                           | 2,290.00 | 0.00     |       |      | Remote Start                         | 225.00 | 0.00  |
|       |      | Crew Cab (All)                            | 3,345.00 | 0.00     |       |      | Halogen Fog Lights                   | 225.00 | 0.00  |
| 1     |      | 4x4                                       | 2,900.00 | 2,900.00 |       |      | Pro Power Onboard-2kw                | 985.00 | 0.00  |
|       |      | 4.88 Limited Slip Axle                    | 395.00   | 0.00     |       |      | Trailer Brake Controller             | 300.00 | 0.00  |
|       |      | Trailer Tow Package - High Capacity       | 580.00   | 0.00     |       |      | Programmable Engine Idle Shutdown    | 250.00 | 0.00  |
|       |      | Gaseous Engien Prep                       | 315.00   | 0.00     |       |      | Rapid - HEAT Supplemental Cab Heater | 250.00 | 0.00  |
|       |      | Extra Heavy Duty Front Suspension         | 285.00   | 0.00     |       |      | Commercial Roadside Assistance Kit   | 230.00 | 0.00  |
|       |      | Snow Plow Prep Package                    | 250.00   | 0.00     |       |      | 110v / 400 watt outlet               | 175.00 | 0.00  |
|       |      | XL Chrome Package                         | 225.00   | 0.00     |       |      | Interior Work Surface                | 140.00 | 0.00  |
|       |      | Extra Heavy Service Suspension            | 125.00   | 0.00     |       |      | First Aid Kit - with Ford Logo       | 50.00  | 0.00  |
|       |      | Heavy Service Front Suspension            | 125.00   | 0.00     |       |      |                                      |        |       |
|       |      | Low Deflection Package                    | 125.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 16,000 GVWR Package                       |          | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 360-Degree Dual beam Strokes - Amber      | 650.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 360-Degree Dual Beam Strokes Amber- White | 650.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Dual - 40&26.5 Gallon Fuel Tanks          | 625.00   | 0.00     |       |      | Added body components                |        | 0.00  |
| 1     |      | Rear View Camera w/ Prep Kit              | 415.00   | 415.00   |       |      |                                      |        | 0.00  |
| 1     |      | Spare Tire, Wheel, Jack Kit               | 350.00   | 350.00   |       |      |                                      |        | 0.00  |
| 1     |      | Exterior Backup Alarm                     | 220.00   | 220.00   |       |      |                                      |        | 0.00  |
|       |      | Dual Battery                              | 210.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Engine Block Heater                       | 190.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Front - Wheel Well Liner                  | 180.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 26.5 Gallon Mid Ship Fuel Tank            | 125.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Aft - Axle Frame Suspension               | 115.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 410 AMP Dual Alternators                  | 115.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Skid Plates - Transfer Case (4x4 only)    | 100.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Remote Start                              | 225.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Halogen Fog Lights                        | 225.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Pro Power Onboard-2kw                     | 985.00   | 0.00     |       |      |                                      |        | 0.00  |
| 1     |      | Trailer Brake Controller                  | 300.00   | 300.00   |       |      |                                      |        | 0.00  |
|       |      | Programmable Engine Idle Shutdown         | 250.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Rapid - HEAT Supplemental Cab Heater      | 250.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Commercial Roadside Assistance Kit        | 230.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 110v / 400 watt outlet                    | 175.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Interior Work Surface                     | 140.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Roadside Assistance Kit - w/ Ford Logo    |          | 0.00     |       |      |                                      |        | 0.00  |
| 1     |      | Running Boards                            | 320.00   | 320.00   |       |      |                                      |        | 0.00  |
|       |      |   | 0.00     | 0.00     |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00     |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00     |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00     |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00     |       |      |                                      |        | 0.00  |

| Paint Color |                 |
|-------------|-----------------|
| 1           | Z1 Oxford White |

**Dealer Name** Family Ford, Inc dba Hardy Family Ford

**Contact Name** Desmond Delesline

**Quote Good Through (Date)** Good through award of Bid

**Signature of Authorized Rep.**

| Model Year            | 2025               |
|-----------------------|--------------------|
| Base Vehicle          | \$57,990.00        |
| Total Chassis options | \$4,505.00         |
| Total Body options    | 0.00               |
| Delivery              | \$150.00           |
| Fleet Discount        | (3,800.00)         |
| Tag & Title           |                    |
| <b>Total</b>          | <b>\$58,845.00</b> |

3 Year/ 36,000 Mile Warranty

Standard Warranty info



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica, GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

### Ford F450 Cab & Chassis

#### Standard Equipment

Regular Cab, Dual Rear Tires, 145" wheel Base, PTO, 7.3 Gasoline Engine, Automatic, 4x2, 4.88 non limited slip axle, 16,500 GVWR, Power Equip Group, 40 gallon Aft Axle, 250 AMP Alternator, DRL, Roof Lights, Carpet Delete, cruise control, Anti-Theft, Jack, Upfitters, AM/FM/Bluetooth, 8"LCD Touchscreen, Ford Pass, SYNC 4, 19.5 Argent Painted Steel Wheels, 225/70R19.5 Tires, Manual seats, vinyl seats, Front License Plate Bracket

| Order | Code | Chassis Options                           | Price    | Total    | Order | Code | Chassis / Body Options               | Price  | Total |
|-------|------|---|----------|----------|-------|------|--------------------------------------|--------|-------|
|       |      | Super Cab (All)                           | 2,290.00 | 0.00     |       |      | Remote Start                         | 225.00 | 0.00  |
|       |      | Crew Cab (All)                            | 3,345.00 | 0.00     |       |      | Halogen Fog Lights                   | 225.00 | 0.00  |
| 1     |      | 4x4                                       | 2,900.00 | 2,900.00 |       |      | Pro Power Onboard-2kw                | 985.00 | 0.00  |
|       |      | 4.88 Limited Slip Axle                    | 395.00   | 0.00     |       |      | Trailer Brake Controller             | 300.00 | 0.00  |
|       |      | Trailer Tow Package - High Capacity       | 580.00   | 0.00     |       |      | Programmable Engine Idle Shutdown    | 250.00 | 0.00  |
|       |      | Gaseous Engien Prep                       | 315.00   | 0.00     |       |      | Rapid - HEAT Supplemental Cab Heater | 250.00 | 0.00  |
|       |      | Extra Heavy Duty Front Suspension         | 285.00   | 0.00     |       |      | Commercial Roadside Assistance Kit   | 230.00 | 0.00  |
|       |      | Snow Plow Prep Package                    | 250.00   | 0.00     |       |      | 110v / 400 watt outlet               | 175.00 | 0.00  |
|       |      | XL Chrome Package                         | 225.00   | 0.00     |       |      | Interior Work Surface                | 140.00 | 0.00  |
|       |      | Extra Heavy Service Suspension            | 125.00   | 0.00     |       |      | First Aid Kit - with Ford Logo       | 50.00  | 0.00  |
|       |      | Heavy Service Front Suspension            | 125.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Low Deflection Package                    | 125.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 16,000 GVWR Package                       |          | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 360-Degree Dual beam Strobes - Amber      | 650.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 360-Degree Dual Beam Strobes Amber- White | 650.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Dual - 40&26.5 Gallon Fuel Tanks          | 625.00   | 0.00     |       |      | Added body components                |        | 0.00  |
| 1     |      | Rear View Camera w/ Prep Kit              | 415.00   | 415.00   |       |      |                                      |        | 0.00  |
| 1     |      | Spare Tire, Wheel, Jack Kit               | 350.00   | 350.00   |       |      |                                      |        | 0.00  |
| 1     |      | Exterior Backup Alarm                     | 220.00   | 220.00   |       |      |                                      |        | 0.00  |
|       |      | Dual Battery                              | 210.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Engine Block Heater                       | 190.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Front - Wheel Well Liner                  | 180.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 26.5 Gallon Mid Ship Fuel Tank            | 125.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Aft - Axle Frame Suspension               | 115.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 410 AMP Dual Alternators                  | 115.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Skid Plates - Transfer Case (4x4 only)    | 100.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Remote Start                              | 225.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Halogen Fog Lights                        | 225.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Pro Power Onboard-2kw                     | 985.00   | 0.00     |       |      |                                      |        | 0.00  |
| 1     |      | Trailer Brake Controller                  | 300.00   | 300.00   |       |      |                                      |        | 0.00  |
|       |      | Programmable Engine Idle Shutdown         | 250.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Rapid - HEAT Supplemental Cab Heater      | 250.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Commercial Roadside Assistance Kit        | 230.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | 110v / 400 watt outlet                    | 175.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Interior Work Surface                     | 140.00   | 0.00     |       |      |                                      |        | 0.00  |
|       |      | Roadside Assistance Kit - w/ Ford Logo    |          | 0.00     |       |      |                                      |        | 0.00  |
| 1     |      | Running Boards                            | 320.00   | 320.00   |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00     |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00     |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00     |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00     |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00     |       |      |                                      |        | 0.00  |

| Paint Color |    |              |
|-------------|----|--------------|
| 1           | Z1 | Oxford White |

| Model Year            | 2025        |
|-----------------------|-------------|
| Base Vehicle          | \$57,644.00 |
| Total Chassis options | \$4,505.00  |
| Total Body options    | 0.00        |
| Delivery              | \$100.00    |
| Fleet Discount        | (1,300.00)  |
| Tag & Title           |             |
| Total                 | \$60,949.00 |

Dealer Name Courtesy Ford

Contact Name Branton Leonard

Quote Good Through (Date) 12/1/2025

Signature of Authorized Rep.

Standard Warranty info



City of Villa Rica  
 571 W Bankhead Hwy, Villa Rica , GA 30180  
 Chris Maddox, Fleet Manager  
 Cell: (770)550-6099 Email: cmaddox@villarica.gov

## Ford F450 Cab & Chassis

### Standard Equipment

Regular Cab, Dual Rear Tires, 145" wheel Base , PTO, 7.3 Gasoline Engine, Automatic, 4x2 , 4.88 non limited slip axle ,  
 16,500 GVWR , Power Equip Group , 40 gallon Aft Axle , 250 AMP Alternator , DRL , Roof Lights , Carpet Delete ,  
 cruise control , Anti-Theft , Jack, Upfitters , AM/FM/Bluetooth , 8"LCD Touchscreen , Ford Pass , SYNC 4 ,  
 19.5 Argent Painted Steel Wheels , 225/70R19.5 Tires , Manual seats , vinyl seats , Front License Plate Bracket

| Order | Code | Chassis Options                           | Price    | Total  | Order | Code | Chassis / Body Options               | Price  | Total |
|-------|------|---|----------|--------|-------|------|--------------------------------------|--------|-------|
|       |      | Super Cab (All)                           | 2,290.00 | 0.00   |       |      | Remote Start                         | 225.00 | 0.00  |
|       |      | Crew Cab (All)                            | 3,345.00 | 0.00   |       |      | Halogen Fog Lights                   | 225.00 | 0.00  |
| 1     |      | 4x4                                       | 0.00     | 0.00   |       |      | Pro Power Onboard-2kw                | 985.00 | 0.00  |
|       |      | 4.88 Limited Slip Axle                    | 395.00   | 0.00   |       |      | Trailer Brake Controller             | 300.00 | 0.00  |
|       |      | Trailer Tow Package - High Capacity       | 580.00   | 0.00   |       |      | Programmable Engine Idle Shutdown    | 250.00 | 0.00  |
|       |      | Gaseous Engien Prep                       | 315.00   | 0.00   |       |      | Rapid - HEAT Supplimental Cab Heater | 250.00 | 0.00  |
|       |      | Extra Heavy Duty Front Suspension         | 285.00   | 0.00   |       |      | Commercial Roadside Assistance Kit   | 230.00 | 0.00  |
|       |      | Snow Plow Prep Package                    | 250.00   | 0.00   |       |      | 110v / 400 watt outlet               | 175.00 | 0.00  |
|       |      | XL Chrome Package                         | 225.00   | 0.00   |       |      | Interior Work Surface                | 140.00 | 0.00  |
|       |      | Extra Heavy Service Suspension            | 125.00   | 0.00   |       |      | First Aid Kit - with Ford Logo       | 50.00  | 0.00  |
|       |      | Heavy Service Front Suspension            | 125.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Low Deflection Package                    | 125.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | 16,000 GVWR Package                       |          | 0.00   |       |      |                                      |        | 0.00  |
|       |      | 360-Degree Dual beam Strobes - Amber      | 650.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | 360-Degree Dual Beam Strobes Amber- White | 650.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Dual - 40&26.5 Gallon Fuel Tanks          | 625.00   | 0.00   |       |      | Added body components                |        | 0.00  |
| 1     |      | Rear View Camera w/ Prep Kit              | 415.00   | 415.00 |       |      |                                      |        | 0.00  |
| 1     |      | Spare Tire , Wheel , Jack Kit             | 350.00   | 350.00 |       |      |                                      |        | 0.00  |
| 1     |      | Exterior Backup Alarm                     | 220.00   | 220.00 |       |      |                                      |        | 0.00  |
|       |      | Dual Battery                              | 210.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Engine Block Heater                       | 190.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Front - Wheel Well Liner                  | 180.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | 26.5 Gallon Mid Ship Fuel Tank            | 125.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Aft - Axle Frame Suspension               | 115.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | 410 AMP Dual Alternators                  | 115.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Skid Plates - Transfer Case (4x4 only)    | 100.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Remote Start                              | 225.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Halogen Fog Lights                        | 225.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Pro Power Onboard-2kw                     | 985.00   | 0.00   |       |      |                                      |        | 0.00  |
| 1     |      | Trailer Brake Controller                  | 300.00   | 300.00 |       |      |                                      |        | 0.00  |
|       |      | Programmable Engine Idle Shutdown         | 250.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Rapid - HEAT Supplimental Cab Heater      | 250.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Commercial Roadside Assistance Kit        | 230.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | 110v / 400 watt outlet                    | 175.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Interior Work Surface                     | 140.00   | 0.00   |       |      |                                      |        | 0.00  |
|       |      | Roadside Assistance Kit - w/ Ford Logo    |          | 0.00   |       |      |                                      |        | 0.00  |
| 1     |      | Running Boards                            |          | 320.00 |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00   |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00   |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00   |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00   |       |      |                                      |        | 0.00  |
|       |      |   |          | 0.00   |       |      |                                      |        | 0.00  |

|   |    | Paint Color  |  |
|---|----|--------------|--|
| 1 | Z1 | Oxford White |  |

Dealer Name WADE FORD

Contact Name RON MORGAN

Quote Good Through (Date) 12/15/2024

Signature of Authorized Rep. Ron Morgan

|                       | Model Year | 2025               |
|-----------------------|------------|--------------------|
| Base Vehicle          |            | <u>\$58,895.00</u> |
| Total Chassis options |            | <u>\$1,605.00</u>  |
| Total Body options    |            | <u>0.00</u>        |
| Delivery              |            | <u>\$1,995.00</u>  |
| Fleet Discount        |            | <u>(100.00)</u>    |
| Tag & Title           |            |                    |
| Total                 |            | <u>\$62,395.00</u> |

Standard Warranty info



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** 120Water Contract Renewal  
**AGENDA DATE:** December 10, 2024

**DATE PREPARED:** November 25, 2024  
**PREPARED BY:** John Bain

**AMOUNT:** \$ 31,701.60  
**GL ACCOUNT #:** 505-4115-521200  
**FUNDING SOURCE:** Water & Sewer  
**BUDGETED ITEM?** Yes

---

**PURPOSE:** To renew the two-year service agreement with 120Water.

**BACKGROUND:** The Georgia Environmental Protection Division (GA EPD) has engaged with 120Water for the submittals of service line inventories for state public utilities. The City of Villa Rica has an existing contract with 120Water and through the agreement has completed the inventory and submitted to the state agency as required. Next steps include program management and the development and submittal of a replacement program. Program management includes continued surveys, sampling, and verifications using state agency required methods.

**STAFF RECOMMENDATION:** Staff recommends the contract renewal with 120Water for the continued Lead & Copper Rule Improvements (LCRI) management and submission per state requirements, and for a two year term, at a cost of \$ 15,850.80 per year.

**IMPACT:** The continued agreement allows access to 120Water's state dashboard, purchased by the regulatory agency, for submissions, inventory tracking, replacement tracking, and future requirements being developed for the 2027 LCRI.

**MOTION:** I move to authorize the Mayor to approve the contract renewal with 120Water for a two-year term, in the amount of \$15,850.80 per year, for a total of \$31,701.60.



**120Water**

# EBR - NB - City of Villa Rica - GA

**Customer - Villa Rica - GA**

571 W Bankhead Hwy, -  
Villa Rica, GA 30180  
United States

Reference: 20240827-083422385

Quote created: August 27, 2024

Quote expires: December 31, 2024

Quote created by: Jon Garrison

jon@120water.com

**John Bain**

jbain@villarica.gov  
+14702496723

**Comments from Jon Garrison**

120Water will convert the 2,800 postcards purchased on your last contract, at a rate of \$4,655, to Standard Notification Letters once a final number of GRR & Unknowns service lines is established.

**Products & Services**

| Item Name & Description   | Unit Price          | Quantity | Term (months) |
|---|---------------------|----------|---------------|
| PWS Pro<br>PWS application with Inventory, Program & Event Management & Workflows   | \$8,348.00<br>/year | 1        | 24            |
| LCRR Managed Service<br>LCRR Coaching & guidance through Inventory Building, Verification, on-going management, Sampling and Communication. Our team will provide assistance in Inventory Building through the normalization of CSV & Excel data exports to create a concise list of service locations and the asset records to coincide. Material Classifications are the responsibility of the water system but we will work together to identify best practices for identifying those materials. | \$2,575.00<br>/year | 4        | 24            |

Annual subtotal

\$15,850.80

after \$2,797.20 discount

**Total**

**\$15,850.80**

Letters reflected on this quote/order form are subject to overage fees. If the number of sheets purchased is exceeded after content is created, a change order will be issued for the overages detailing the difference in price based on the rate card below.

| Rate Card                        |            |
|----------------------------------|------------|
| First Class Letters              |            |
| Letter Type                      | Unit Price |
| First Class Letter - 2 sheets    | \$2.14     |
| First Class Letter - 3-6 sheets  | \$3.88     |
| First Class Letter - 7-10 sheets | \$9.45     |
| Certified Letters                |            |
| Letter Type                      | Unit Price |
| Certified Letter - 3 sheets      | \$12.99    |
| Certified Letter - 4-6 sheets    | \$14.08    |
| Certified Letter - 7-8 sheets    | \$18.79    |

**Purchase terms**

The renewal of your subscription has a contract start date of 11/11/2024 and will run through 11/10/2026. Fees will be invoiced annually upon signature of this order form and will be due Net 30 from the invoice date.

Invoice Terms:

Billing Street Address:

Billing City:

Billing State:

Billing Zip Code:

Billing Country:

Billing Notes (if applicable):

This Order Form, together with the Master Services Agreement available at <https://120water.com/master-services-agreement/> (the "MSA"), shall become a legally binding contract upon the earlier of (a) the date both parties execute the Order Form or (b) the date Customer initially began using the Services. Any capitalized word not otherwise defined in this Order Form shall have the same meaning as set forth in the MSA.

120Water may reject this Order Form if: (1) the signatory below does not have the authority to bind Customer to this Order Form, (2) changes have been made to this Order Form (other than completion of the purchase order information and signature block), or (3) the requested purchase order information or signature is incomplete or does not match our records or the rest of this Order Form. Subscriptions are non-cancelable before their end of the Term.

Signature

---

Signature

---

Date

---

Printed name

---

Countersignature

---

Countersignature

---

Date

---

Printed name

**Questions? Contact me**



Jon Garrison

jon@120water.com

120Water

250 S Elm St

Zionsville, IN 46077

US



# 120Water™

Master Services Agreement  
Last Modified: November 21, 2024

This Master Services Agreement (together with all Order Forms, the “**Agreement**”) is made by and between 120Water, Inc. d/b/a 120Water (“**120Water**”), and the customer identified on the Order Form (“**Customer**”), and is binding and effective as of the last date of signature on the initial online Order Form (“**Effective Date**”). 120Water and Customer are each also referred to hereunder as a “**party**” and together as the “**parties**”.

In consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## 1. DEFINITIONS

1.1. “**Authorized Users**” means personnel authorized by Customer to use the Service solely for the internal use of Customer, subject to the terms and conditions of this Agreement.

1.2. “**Customer Data**” means all electronic data or information uploaded by Customer to the 120Water Platform.

1.3. “**Deliverables**” means the deliverables (e.g., any custom reports) specified in an applicable Order Form that are expressly created for Customer.

1.4. “**Derivative Data**” means collectively, (i) information derived or generated from or based on Customer Data, but not containing Customer Data, (ii) Customer Data which has been de-identified or anonymized so that it no longer identifies a specific individual or Customer; and, (iii) Customer Data which has been aggregated with other data but which no longer identifies a specific individual or Customer.

1.5. “**Documentation**” means the user guides and specifications for the SaaS Services that are made available from time to time by 120Water in electronic or tangible form, but excluding any sales or marketing materials.

1.6. “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful files, scripts, agents or programs.

1.7. “**120Water Platform**” means 120Water’s proprietary online hosted software, website, operating systems, hardware and other technical resources used by 120Water to provide the SaaS Services.

1.8. “**Order Form**” means 120Water’s quote accepted by Customer via an ordering document submitted to 120Water.

1.9. “**Personal Data**” means Customer Data which identifies a specific identifiable individual.

- 1.10. “**Professional Services**” means any implementation, integration, consulting and other related services specifically described in an Order Form, other than the SaaS Services.
- 1.11. “**Project Start Date**” means a date mutually agreed upon by the parties following execution of an Order Form, upon which date 120Water shall commence provision of implementation or other Professional Services.
- 1.12. “**SaaS Services**” means the water test administration and reporting services made available to web-based and mobile users via the 120Water Platform hosted by 120Water, which may be further described in a written Scope of Work document provided upon request to Customer (and if so provided, is automatically incorporated by reference herein).
- 1.13. “**Services**” means, together, the SaaS Services and Professional Services.
- 1.14. “**Site**” means the 120water.com website.
- 1.15. “**Subscription Start Date**” means the date on which 120Water shall make the SaaS Services available to Customer as set forth in an applicable Order Form.
- 1.16. “**Subscription Term**” means the period of time during which Customer is subscribed to the SaaS Services, as specified in an Order Form.
- 1.17. “**Usage Data**” means statistical data related to Customer’s access to and use of the SaaS Services and data derived from it, that is used by 120Water, including to compile statistical and performance information related to the provision and operation of the SaaS Services.

## **2. SERVICES AND RESPONSIBILITIES OF THE PARTIES**

### **2.1. 120Water Responsibilities.**

A. During the Subscription Term, 120Water shall make the SaaS Services available to Customer and shall provide maintenance and support to Customer in accordance with its standard support policies and procedures. The SaaS Services further include developing, training, testing, correcting, and improving the 120Water Platform, such activities for which may include the use of Customer Data. 120Water will use commercially reasonable efforts to maintain the SaaS Services’ availability, except for planned downtime for maintenance or upgrades, or any unavailability caused by circumstances beyond 120Water’s reasonable control. 120Water reserves the right to modify the SaaS Services at any time. The parties may, from time to time, execute an Order Form describing Professional Services that 120Water shall provide to Customer, the duration of such Professional Services if applicable, the compensation to be paid for the Professional Services, and any other terms applicable to the project. A list of specific deliverables, a timetable, and/or a detailed specification may be attached as Exhibits to any Order Form.

B. Subcontractors. 120Water may engage subcontractors to perform or to support 120Water’s performance of portions of the Services provided or made available to substantially all of 120Water’s customers (e.g., data hosting service providers), provided that 120Water may not subcontract any custom Services or Deliverable specifically purchased only by Customer (and set forth in a separate statement of work) without Customer’s prior written consent, such consent not being unreasonably withheld, delayed, or conditioned.

2.2. Customer Responsibilities. Customer is responsible for all activities that occur in Customer’s account(s). Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (b) prevent unauthorized access to, or use of, the SaaS Services, and notify 120Water in writing immediately upon becoming aware of any such unauthorized access or use; (c) comply with all applicable laws and regulations in using the SaaS Services; and (d) procure for 120Water, at Customer’s sole

expense, all rights and consents necessary for 120Water and its contractors to access, use, disclose, store, and retain all Customer Data pursuant to this Agreement. Customer is solely responsible for ensuring: (i) that only appropriate Authorized Users have access to the SaaS Services, and (ii) confidentiality and proper usage of passwords and access procedures with respect to logging into the SaaS Services. Customer is solely responsible for all acts and omissions of the Authorized Users, and for ensuring that the Authorized Users comply with this Agreement.

2.3. Use Restrictions. Customer shall use the SaaS Services solely for its internal business purposes as contemplated by this Agreement and shall not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the SaaS Services available to any third party except as contemplated by this Agreement; (b) send via, or store within, the SaaS Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (c) send via the SaaS Services any unsolicited commercial or non-commercial communication; (d) send via, upload to, or store within the SaaS Services any Malicious Code; or (e) attempt to gain unauthorized access to the SaaS Services or its related systems or networks. In addition, Customer shall not directly or indirectly: (i) remove any notice of proprietary rights from the SaaS Services or 120Water Platform; (ii) decompile, reverse engineer, or attempt to derive the source code or underlying ideas or algorithms of any part of the SaaS Services or 120Water Platform (except to the limited extent applicable laws specifically prohibit such restriction); (iii) copy, modify, translate or otherwise create derivative works of any part of the SaaS Services or 120Water Platform; (iv) upload to the 120Water Platform or otherwise provide to 120Water any personal health, credit card, or financial data or other such sensitive data (collectively, “**Inadvertent Data**”); (v) use any of 120Water’s Confidential Information (defined below) to create any service, software, documentation or data that is similar or competitive to any aspect of the SaaS Services, (vi) interfere or attempt to interfere with the proper working of the SaaS Services or any activities conducted on the SaaS Services or 120Water Platform, or modify another website so as to falsely imply that it is associated with the SaaS Services; or (vii) permit any third party to engage in any of the foregoing proscribed acts set forth in this Section 2.3 (with the restrictions set forth in this Section 2.3, collectively, referred to as the “**Use Restrictions**”). In the event Customer provides to 120Water any Inadvertent Data, Customer shall immediately notify 120Water in writing of such disclosure. 120Water shall treat Inadvertent Data as Customer’s Confidential Information, but not as Personal Data, and will not be liable for any such unauthorized disclosure, access, loss, or use of Inadvertent Data. 120Water shall promptly delete all Inadvertent Personal Data it receives and becomes aware of.

2.4. Acceptance Procedure for Custom Deliverables. Unless expressly stated otherwise in a statement of work all custom-developed Deliverables shall be subject to the following acceptance procedure. Customer has 30 days (the “**Testing Period**”) from receipt of a Deliverable to test the Deliverable. The “**Acceptance Criteria**” is whether the Deliverable materially conforms with the applicable Specifications. During the Testing Period, Customer will notify 120Water of any material noncompliance of the Deliverable with the Specifications (“**Material Error**”) that Customer discovers. When it receives this notice, 120Water will promptly correct the Material Error and redeliver the Deliverable within 30 days unless otherwise agreed to in writing by the Parties. The Testing Period will be extended for the period of time used by 120Water to correct a Material Error. If 120Water is unable to correct a Material

Error within the 30 day period (or other time period agreed to in writing by the Parties), Customer may terminate this Agreement, and 120Water will promptly return to Customer all monies paid by Customer under the applicable Statement of Work.

2.5. SaaS Services Platform. 120Water and its third party service providers will use commercially reasonable efforts to maintain the availability of the SaaS Services. 120Water will comply with the Service Level Agreement set forth in Exhibit A attached hereto and incorporated herein.

2.6. Purchase of Goods. Purchases of goods, including without limitation, water testing kits and water pitcher filters, from 120Water are governed by the Terms of Sale available at <https://120water.com/terms-of-sale/>, and which may be amended from time to time by 120Water and effective when posted, and which is incorporated herein by reference.

### **3. FEES; PAYMENT; TAXES**

3.1. Service Fees. 120Water will invoice Customer for the Services as set forth in the applicable Order Form or as otherwise agreed by the parties in writing in a statement of work. Except as otherwise specified in an Order Form, fees are based on the Services purchased and not actual usage; payment obligations are non-cancellable; fees paid are non-refundable; and the Services purchased cannot be decreased during the relevant Subscription Term. 120Water may adjust its fees applicable to the Services upon renewal of a Subscription Term. Customer may add subscriptions for SaaS Services during a Subscription Term at the same pricing as the underlying subscription pricing set forth in the most recent Order Form, prorated for the portion of that Subscription Term remaining at the time the subscriptions are added, and any added subscriptions will terminate on the same date as the underlying subscriptions. For all other additional goods or services purchased by Customer during the Subscription term, such purchases will be made at the then-current prices of such goods or services.

3.2. Overdue Payments. Customer's failure to pay fees as set forth herein shall constitute a material breach of this Agreement. Any fees hereunder not paid when due will be subject to a late charge of one and one-half percent (1½%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. If Customer's account is fifteen (15) days or more overdue, 120Water may, in addition to any of its other rights or remedies, suspend Customer's access to the SaaS Services and/or suspend provision of Professional Services until such amounts are paid in full. If such failure to pay has not been cured within thirty (30) days of the due date, then upon written notice 120Water may terminate this Agreement and any or all outstanding Order Forms.

3.3. Taxes. Unless Customer is tax exempt and provides written certification of such status to 120Water, Customer shall be responsible for payment of all taxes due in connection with the Services provided hereunder (other than taxes owed by 120Water based on its income), whether or not collected by 120Water. 120Water may collect such taxes from Customer, and Customer shall remit to 120Water all applicable taxes required to be collected by 120Water, or if such taxes have previously been paid by Customer, provide 120Water with the appropriate documentation of such payments.

3.4. Future Functionality. The Parties agree and acknowledge that Customer's purchases hereunder are not contingent on the delivery of any future Service functionality or features, or dependent on any oral or written public comments made by 120Water regarding future functionality or features of any Service.

### **4. PROPRIETARY RIGHTS**

4.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, 120Water reserves all rights, title and interest in and to the SaaS Services and 120Water Platform, including all software, technology and other materials associated therewith, all Documentation and content (excluding Customer Data), and all copies, modifications and derivative works thereof, and all 120Water trademarks, names, logos, and all rights to patent, copyright, trade secret and other proprietary or intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth herein. As between 120Water and Customer, Customer owns all Customer Data. Customer shall procure all rights and consents necessary to enable 120Water and its third party service providers to access and use Customer Data pursuant to this Agreement. Customer hereby grants 120Water a worldwide, non-exclusive, royalty-free, fully paid-up license to use, reproduce, perform, display, modify, and distribute the Customer Data in connection with providing the Services to Customer hereunder. 120Water may use the trademarks and trade name of Customer in connection with provision of the Services.

4.2. Feedback. If Customer provides or otherwise makes available to 120Water any feedback, suggestions, recommendations, data, or other input regarding the Services or resulting from Customer's use thereof ("**Feedback**"), Customer hereby grants to 120Water a perpetual, irrevocable, royalty-free right and license to use such Feedback for any purpose, including to improve and enhance the Services or any component thereof, to develop new features or functionality, and to otherwise use and exploit such Feedback for 120Water's business purposes. Customer acknowledges that any 120Water products or materials incorporating any such Feedback shall be the sole and exclusive property of 120Water. Consultant agrees to indemnify, defend and hold harmless Owner for any use by Consultant of any Feedback.

4.3. Improvements; Deliverables. 120Water shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the SaaS Services and 120Water Platform, and, unless expressly stated otherwise in a statement of work, in and to any Deliverables or new programs, upgrades, modifications or enhancements developed by 120Water in connection with rendering the Services to Customer, even when Deliverables, refinements or improvements result from Customer's request. 120Water shall own all right, title, and interest in and to all Usage Data.

## **5. CONFIDENTIALITY**

5.1. Definition of Confidential Information. "**Confidential Information**" means all confidential, proprietary, or nonpublic information of a party (or its customers) ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that (a) if disclosed orally is designated as confidential at the time of disclosure, (b) if disclosed in writing is marked as "Confidential" and/or "Proprietary" or (c) that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall consist of the Customer Data. 120Water's Confidential Information includes any nonpublic information relating to the SaaS Services or the software, Order Forms, pricing, technology or content underlying the SaaS Services, or relating to any other of 120Water's or its business partners' products or services (including any beta version of a service), software, technology, customers, business plans, and other business affairs. Notwithstanding the foregoing, each party may disclose the existence and terms of this Agreement, in confidence, to a potential purchaser of or successor to any portion of such party's business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such party. Confidential Information shall not include any information that:(i) is or becomes generally known to the public without breach by the Receiving Party of any obligation

owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

5.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission or if required by applicable law or judicial order. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a reasonable degree of care. 120Water may disclose Customer's Confidential Information to those of its employees and contractors who need to know such information for purposes of performing the Services. Notwithstanding the foregoing, and as permitted by applicable law, 120Water shall be permitted to retain Customer Data and use the same for statistical, analytical, and similar purposes internally, through publications, and with 120Water's other customers; provided, that any distribution to third parties of the results of such usage will include Customer Data in aggregate form only and will not identify Customer or its Authorized Users as the source of any such data. Further, 120Water may store, reproduce, distribute, create derivative works (including compilations and statistical summaries and analyses), transmit, display and otherwise make available certain test results (and related data) and location information to third party individuals and organizations as reasonably necessary in order for 120Water to perform Services hereunder.

5.3. Compelled Disclosures; Open Records Requests. If the Receiving Party is compelled by law an order issued by a judge or public competent authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. In the event a third party makes a request of Customer for information under any open records act for documents or information related to this Agreement which may be subject to exclusion from disclosure based on confidential information or trade secrets, Customer will provide 120Water with a timely opportunity to object to disclosure of such documents and information.

5.4. Survival. The Confidentiality obligations as are set forth in this Section 5 shall remain in force and effect at all times during this Agreement, and (i) with respect to Confidential Information that constitutes a trade secret under applicable law, for so long as such trade secret status has not been lost; and (ii) with respect to Confidential Information that does not constitute a trade secret, for five (5) years after termination or expiration of this Agreement, and (iii) with respect to Personal Data held by 120Water, forever.

## **6. DATA SECURITY**

6.1. 120Water shall use commercially reasonable efforts to store, maintain, and protect the confidentiality of Customer Data uploaded by Customer and its Authorized Users to the Software or otherwise disclosed or transmitted to, or received or accessed by 120Water. 120Water is not liable for the confidentiality or security of any Personal Data through no fault of 120Water in the event of unauthorized access, theft, use or disclosure of such Personal Data, either by or due to Customer's Authorized Users by users or third parties who have obtained unauthorized access to an Authorized User's Login Credentials. 120Water shall not be responsible for any suspected or actual unauthorized access, theft, use or disclosure, or Security

Breach of Customer Data due to Customer's breach of this Agreement, Customer's (or its contractors' or providers') failure to use reasonable care in securing Customer Data or due to Customer's Authorized Users acts or omissions that are the proximate cause of any data Security Breach related to the Services or 120Water Platform. "**Security Breach**" means any accidental, unauthorized, or unlawful access, use, destruction, loss, alteration, lockup (i.e., encryption or rendering unavailable), loss of confidentiality, or disclosure of Personal Data stored or otherwise processed by or in 120Water's (or its service providers' or contractors') possession or control; but, shall not include: (a) "pings" on an information system firewall; (b) port scans; (c) attempts to log on to an information system or enter a database with an invalid password or user name; or, (d) denial-of-service attacks that do not result in a server being taken offline.

6.2. 120Water will be responsible for any Security Breach of Customer Data successfully uploaded to the 120Water Platform where caused by the acts or omissions of 120Water or its agents, hosting services or other contractors, except to the extent due to any acts, omissions, or negligence of Customer, its agents, or contractors ("**120Water Security Breach**").

6.3. Customer shall be responsible for any Security Breach of Customer Data due to the acts or omissions of Customer, its contractors (other than 120Water, its agents or contractors), its then-current employees, former employees who were previously Authorized Users, other than to the extent directly due to the negligence of 120Water or its agents, hosting services and other contractors ("**Customer Security Breach**"). Notwithstanding the previous sentence, former employees or contractors of Customer whose Authorized User credentials have been properly deactivated by Customer, but who subsequently cause a Security Breach through methods that do not include the use of their Authorized User credentials, does not constitute a Customer Security Breach.

## **7. DATA OWNERSHIP AND USE**

7.1. Ownership of Customer Data. As between Customer and 120Water, Customer owns all Customer Data.

7.2. Use of Customer Data. Customer hereby grants 120Water and its contractors a limited, nonexclusive right and license to use all Customer Data during this Agreement, and, after expiration or termination as permitted herein.

7.3. Use of Customer Data after Expiration or Termination. After any expiration or termination of this Agreement 120Water shall handle Customer Data as set forth in Section 11.3.B.

7.4. Derivative Data and Usage Data. "**Derivative Data**" means collectively, (i) information derived or generated from or based on Customer Data, but not containing Customer Data, (ii) Customer Data which has been de-identified or anonymized so that it no longer identifies a specific individual; and, (iii) Customer Data which has been aggregated with other data but which no longer identifies a specific individual or Customer. "**Usage Data**" means statistical data related to Customer's access to and use of the SaaS Services and data derived from it, that is used by 120Water, including to compile statistical and performance information related to the provision and operation of the SaaS Services. 120Water shall irrevocably own all Derivative Data and Usage Data and may use or disclose it in any way it chooses. This Section 7.4 shall survive any expiration or termination of this Agreement.

## **8. WARRANTIES AND DISCLAIMERS**

8.1. 120Water Warranties. 120Water warrants that: (a) the functionality of the SaaS Services will not be materially decreased during a Subscription Term; (b) 120Water shall take commercially reasonable measures to protect against the SaaS Services or any deliverables containing or transmitting Malicious Code to Customer; (c) the Services will be performed in a professional

and workmanlike manner in accordance with generally accepted industry standards (collectively referred to as the “**Service Warranty**”). Customer must report to 120Water in writing any failure of the Professional Services to materially conform to the Service Warranty within 90 days of performance of such Professional Services in order to receive warranty remedies. For any breach of the Service Warranty, Customer’s exclusive remedy, and 120Water’s entire liability, shall be the re-performance of the Professional Services, and, if 120Water is unable to re-perform the Professional Services as warranted within thirty (30) days of receipt of notice of breach, Customer shall be entitled to recover the fees paid to 120Water for the deficient Professional Services.

8.2. Warranties for third-party products are governed under the applicable third party warranty terms, and Customer expressly acknowledges that 120Water has no obligations with regard to third-party products.

8.3. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED HEREIN, 120WATER PROVIDES ALL SERVICES AS-IS, AND 120WATER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

8.4. Customer acknowledges and agrees that the SaaS Services, the Services, the 120Water Platform, Deliverables, and any other services or products provided hereunder are intended to provide Customer with a means of sampling, testing, and monitoring water for contaminants. 120Water uses third-party labs and service providers to perform certain components of the Services and, while 120Water endeavors to maintain relationships with dependable, accurate and timely third party service providers, 120Water does not control such service providers, and therefore hereby disclaims all representations, warranties, and liability for any inaccurate, untimely, or otherwise erroneous Deliverables including data, alerts, or information attributable to such service providers. 120Water is not responsible for any contaminants or other harmful conditions present in water or other materials tested hereunder.

## **9. INDEMNIFICATION**

9.1. By 120Water. 120Water shall indemnify, defend, and hold harmless Customer and its officers, directors, employees, agents, and affiliates from and against any and all third-party claims, actions, or causes of action (“**Claims**”) for any liabilities, damages, penalties, fines, assessments, costs, and expenses, including reasonable attorneys’ fees and costs (collectively, “**Losses**”) arising or related to (a) an allegation by a third party alleging that the Services or use of the 120Water Platform infringes any United States patent, and/or any copyright, trade secret or other property right held by such a third party; (b) 120Water’s breach of this Agreement; (c) any failure by 120Water or its employees, agents, service providers, or subcontractors to comply with applicable law or regulation; (d) 120Water’s use of any Feedback provided by Customer; or (e) damage to or loss of real or tangible property, or personal injury, resulting from the gross negligence or willful misconduct of 120Water, its agents, service providers, or subcontractors. The above shall apply provided that 120Water is notified promptly by Customer of any such Claim (including any threatened claim) and 120Water shall have sole control of the defense with respect to same (including without limitation, the negotiations and settlement of such claim). If a

Claim pursuant to clause (a) has occurred or, in 120Water's opinion, is likely to occur, 120Water shall, at 120Water's option and expense, (i) procure the right to continue providing the Services or the 120Water Platform, (ii) re-perform or replace the potentially infringing portion of the Services or the 120Water Platform, or (iii) modify the Services or the 120Water Platform so that infringement is avoided. If, after using commercially reasonable efforts, none of the foregoing three alternatives is reasonably available, 120Water may terminate this Agreement, and Customer shall be entitled to a pro-rated refund of pre-paid but unearned fees. 120Water shall have no such indemnification obligation to the extent such infringement under clause (a) above: (w) relates to use of the Services or the 120Water Platform or any Deliverable in combination with other software, data products, processes, or materials not provided by 120Water and the infringement would not have occurred but for such combination; (x) arises from or relates to modifications to the SaaS Services, the 120Water Platform, or any Deliverable not made by 120Water; (y) relates to Customer Data or any third-party product or service, or (z) where Customer continues the activity or use constituting or contributing to the infringement after notification thereof by 120Water.

9.2. By Customer. Customer shall indemnify, defend, and hold harmless 120Water and its officers, directors, employees, agents, affiliates and service providers from and against any and all Losses based on any Claims relating to (a) the possession or use of the SaaS Services, the Professional Services, the 120Water Platform, Deliverables, or any other materials provided hereunder, or their failure, or (b) for Customer's failure to comply with the terms of this Agreement, or (c) from any allegation that Customer Data or 120Water's possession or use thereof violates or infringes the rights of any third party.

9.3. Indemnification Procedure. As an express condition to the indemnifying party's obligation under this Section 9, the party seeking indemnification must: (a) promptly notify the indemnifying party in writing of the applicable Claim for which indemnification is sought (except that any delay on the part of the indemnified party in providing such notice shall not relieve the indemnifying party of its indemnification obligation except to the extent the it is prejudiced thereby); and (b) provide the indemnifying party with all reasonable non-monetary assistance, information and authority reasonably required for the defense and settlement of such Claim. No settlement or compromise that imposes any liability or obligation on the indemnified party will be made without the indemnified party's prior written consent, which consent shall not be unreasonably withheld, delayed, or conditioned.

## **10. LIMITATION OF LIABILITY**

10.1. Limitation of Liability. SUBJECT TO SECTION 10.3, IN NO EVENT SHALL EITHER PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID BY CUSTOMER UNDER THE ORDER FORM FOR THE SERVICES FOR WHICH LIABILITY IS CLAIMED IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

10.2. Exclusion of Consequential Damages. SUBJECT TO SECTION 10.3, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOOD WILL, SUBSTITUTE GOODS OR SERVICES, WORK STOPPAGE, DATA LOSS, LOST PROFIT OR COMPUTER FAILURE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY,

WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3. The restrictions on the types and amounts of damages for which a party may be liable hereunder shall not apply to Customer's liability for breach of 120Water's proprietary rights or confidentiality, or a party's indemnification obligations.

## **11. TERM AND TERMINATION**

11.1. Term and Renewal. This Agreement commences on the date both parties execute an initial Order Form (the "**Effective Date**"), and continues through the expiration of all Order Forms in effect between the parties hereunder (including any renewals as set forth below) unless earlier terminated as set forth in this Section 11 (the "**Term**"). Subscriptions to the SaaS Services commence on the Subscription Start Date and continue for the Subscription Term specified in the applicable Order Form. Thereafter, the Subscription Term shall automatically renew for successive twelve (12) month renewal terms unless a party provides the other party notice of its intent not to renew at least thirty (30) days in advance of the end of the then-current Term.

11.2. Termination. Either party may terminate this Agreement for cause upon written notice of a material breach to the other party if such breach remains uncured (if curable using commercially reasonable efforts) for thirty (30) days from such notice. 120Water may terminate this Agreement or any Order Form for non-payment in accordance with Section 3.2, and no opportunity to cure shall apply. 120Water may immediately terminate this Agreement for cause, without the opportunity to cure, if Customer breaches any of the Use Restrictions set forth in Section 2.3. In addition, 120Water may terminate this Agreement, in whole or in part, or cease provision of Services if required to comply with applicable law or regulation. Upon termination for cause by 120Water, Customer shall remain obligated to pay all fees owed for the remainder of the then current- subscription Term, all of which fees shall become immediately due and payable in full.

### **11.3. Effects of Termination.**

A. Upon expiration or termination of this Agreement, all rights granted by 120Water under this Agreement shall terminate, and Customer's access to the 120Water Platform shall be terminated. Termination of this Agreement shall not affect either Customer's obligation to pay any sums due hereunder, including Service Fees for the remainder of the then-current Subscription Term. In the event Customer prepays any fees and receives a discount and Customer fails to make timely orders as required to receive such discount, Customer agrees to pay Provider within thirty (30) days of such termination the non-discounted fee for such orders. Pre-payments or deposits will not be refunded to Customer.

B. Within thirty (30) days after the termination or expiration of this Agreement, 120Water will provide Customer with a copy of Customer Data held by 120Water. Upon expiration of such thirty (30) day period, 120Water shall convert Customer's account to an inactive status. 120Water may, but shall not be obligated to, delete all Customer Data after Customer's account converts to inactive status.

## **12. INSURANCE**

12.1. Insurance. During the Term, 120Water shall, at its own expense, maintain and carry in full force and effect insurance policies with financially sound and reputable insurers having limits of liability of not less than the following:

**Type**

**Limits**

- (a) \$1,000,000 per occurrence for bodily injury and property damage;
- (b) \$1,000,000 per occurrence for personal and advertising injury;

**Commercial General Liability**

- (c) \$2,000,000 aggregate for products and completed operations; and,

- (d) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

**Commercial Automobile Liability**

\$1,000,000 per accident for bodily injury and property damage.

**Workers' Compensation Insurance**

as required by the State of Indiana with statutory limits

- (a) \$1,000,000 each accident for bodily injury;
- (b) \$1,000,000 disease each employee; and,

**Employer's Liability**

- (c) \$1,000,000 disease policy limit.

**Technology Professional Liability**

- (a) \$1,000,000 per claim/occurrence; and,
- (b) \$2,000,000 policy aggregate.

12.2. In the event 120Water purchases an umbrella or excess insurance policy to meet the minimum limits of insurance set forth in this Section 12, such insurance policy shall afford no less coverage than the primary insurance policy. Upon Customer's request, 120Water shall provide Customer with a certificate of insurance evidencing the insurance coverage specified in this Section 12. The certificate of insurance shall name Customer as an additional insured and loss payee. 120Water shall provide Customer with thirty (30) days' advance written notice in the event of a cancellation or material change in such insurance policy. 120Water waives and 120Water shall cause its insurers to waive, any right of subrogation or other recovery against Customer.

### **13. FORCE MAJEURE**

13.1. Definition. A “**Force Majeure Event**” means a cause or event beyond the reasonable control of the party claiming delay of performance, including, but not limited to, (i) labor disputes, strikes, or lockouts (but excluding nonunion labor shortage or disputes), or labor unavailability or workplace closure or restrictions or travel restrictions as required or recommended by government or agency (or implemented as company-wide policy by the party suffering the delay in performance) due to pandemic, epidemic, or other widespread health emergency (e.g., viruses or other diseases, such as, but not limited to, COVID-19, SARS, etc.); (ii) riots, war, acts of terrorism, or other civil disturbance; (iii) fire, flood, earthquake, tornado, hurricane, snow, ice, lightning, or other natural disasters, elements of nature or acts of God, (iv) outages, cable cuts, power crisis shortages, infrastructure outages or failures, internet failures, interruption or failure of telecommunications carriers or digital transmission links, network congestion, computer equipment failures, telecommunication equipment or other equipment failures, electrical power failures, loss of or fluctuations in heat, light, or air conditioning, all of the foregoing in this Subsection (iv) being of or due to third party providers or utility service providers; (v) acts of computer, system, or network sabotage or file lockup (e.g., ransomware attack), DDOS or other network attacks, intrusion, or other failures not arising out of a breach of Provider’s data security obligations set forth in this Agreement; (vi) any law, order, regulation, direction, action or request of the United States, state or local governmental agency, department, commission, court, bureau, corporation or other instrumentality of any one or more of such instrumentality, or of any civil or military authority, or national emergencies, including imposing an embargo, export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown; (vii) change in law or regulation making performance impracticable without having material impact on such party’s ability to perform under this Agreement without material increase in cost, resources, or time; or, (viii) national or regional shortage of adequate power or telecommunications or transportation, or, (ix) supply chain interruption due to any of the foregoing.

13.2. If a Force Majeure Event occurs, the party who’s performance is delayed or prevented (the “**Affected Party**”) shall be entitled to (i) relief from its performance obligations under this Agreement to the extent the occurrence of the Force Majeure Event prevents or adversely affects that Affected Party’s performance of such obligations, and (ii) an extension of schedule to perform its obligations under this Agreement to the extent the occurrence of the Force Majeure Event prevents or adversely affects that Affected Party’s ability to perform such obligations in the time specified in this Agreement. The occurrence of a Force Majeure Event shall not, however, excuse or delay the other Party’s obligation to pay monies previously accrued and owing to the Affected Party under this Agreement or excuse or delay the Affected Party’s performance of any obligation under this Agreement not affected by the occurrence of the Force Majeure Event. Upon the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party promptly after the Affected Party’s performance has been delayed or prevented. The Affected Party shall use commercially reasonable efforts to reduce costs resulting from the occurrence of the Force Majeure Event, fulfill its performance obligations under the Agreement and otherwise mitigate the adverse effects of the Force Majeure Event. The Affected Party shall also provide prompt written notice to the other Party of the cessation of the Force Majeure Event. If the Force Majeure Event renders the Services completely unavailable for more than thirty (30) consecutive days, Customer may terminate the Agreement upon written notice to 120Water, and

Customer will receive a refund of prepaid fees starting from the beginning of the period of unavailability due to such conditions.

#### **14. GENERAL PROVISIONS**

14.1. Relationship of the Parties. The relationship between the parties created by this Agreement is one of independent contractors and neither party shall have the power or authority to bind or obligate the other except as expressly set forth in this Agreement. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

14.2. Use of Customer Name and Logo. Customer hereby agrees that: (a) 120Water may use Customer's name and logo in 120Water's published customer list, on 120Water's website, and in 120Water's marketing materials; and, (b) subject to Customer's review and approval, which approval shall not be unreasonably withheld or delayed, allow 120Water to reference Customer in a press release that announces Customer's decision to use 120Water Services.

14.3. Assignment. 120Water may not assign, convey, or transfer (whether by contract, merger or operation of law) (collectively "assign" and its cognates) any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Customer, other than in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of 120Water's assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any assignment in violation of this Agreement shall be of no power or effect.

14.4. Governing Law. This Agreement shall be governed exclusively by the laws of the State of Customer's primary business office, without regard to its conflicts of laws rules.

14.5. Miscellaneous. This Agreement and the Exhibits attached hereto and Order Forms either attached hereto or entered into during this Agreement are incorporated herein and collectively set forth the entire understanding and agreement between the parties regarding the subject matter of this Agreement and supersede all prior or contemporaneous proposals or communications, oral or written, between the parties relating to the subject matter of this Agreement. The background recitals form a material part of this Agreement. If any provision in this Agreement is invalid or unenforceable, that provision shall be construed, limited, modified or, if necessary, severed, to the extent necessary, to eliminate its invalidity or unenforceability, and the other provisions of this Agreement shall remain in full force and effect. No waiver of any right under this Agreement shall be deemed effective unless contained in writing signed by a duly authorized representative of the party against which the waiver is sought to be enforced, and no waiver of any past or present right arising from any breach or failure to perform shall be deemed to be a waiver of any future right arising under this Agreement.

14.6. Modification. 120Water may make changes to this Agreement from time to time. If 120Water makes a material change to this Agreement, 120Water will inform Customer by email to the email address(es) noted on the Order (or subsequently designated by Customer in writing as a contact for notifications from 120Water). If Customer does not agree to the change, Customer must so notify 120Water by e-mail to support@120water.com within thirty (30) days after 120Water's notice. If Customer so notifies 120Water, then Customer will remain governed by the most recent version of this Agreement applicable to Customer until the end of the then-current period of the Subscription Term and the updated Agreement shall apply upon the commencement of the subsequent period of the Subscription Term. Other than the foregoing, no modification of this Agreement shall be effective unless in writing and signed by both parties. Notwithstanding the foregoing, if 120Water is required to change this Agreement in order to

remain compliant with applicable law, and Customer does not agree to such change, 120Water may terminate this Agreement, in which case 120Water shall provide Customer with a pro-rated refund of any pre-paid fees for Services not performed by the effective date of termination

## **EXHIBIT A**

### **SERVICE LEVEL AGREEMENT**

This Service Level Agreement (“**SLA**”) sets forth 120Water’s performance objectives for the availability of its hosted software platform (“**120Water Platform**”). The remedies set out in this SLA are Customer’s sole and exclusive remedy for issues covered by the SLA. While 120Water will not modify this SLA arbitrarily, 120Water may do so from time-to-time. Should 120Water make a change to this SLA, 120Water shall notify Customer. The notification will set out the effective date of any changes.

1. **Availability.** 120Water will use commercially reasonable efforts to maintain availability of the 120Water Platform for Customer’s use 24×7, except in the event of any of the following, during which the 120Water Platform may be partially or totally unavailable:
  1. “**Scheduled Maintenance**”: Scheduled maintenance, which includes updates and other routine maintenance, will be conducted between 7 p.m. – 2 a.m. (Eastern US Time) weekdays, weekends and/or holidays. However, maintenance may also occur at any other time as is necessary to provide top tier service to 120Water’s customers. 120Water may change planned maintenance windows at its sole discretion and will notify Customer of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. 120Water will use commercially reasonable efforts to provide Customer with at least 24 hours’ prior notice if Scheduled Maintenance downtime will occur at such other time.
  2. “**Unscheduled Maintenance**”: Maintenance not previously planned which is needed to resolve issues that are critical for customers and/or performance of the 120Water Platform. 120Water will notify Customers when possible via email prior to the unscheduled maintenance. When and where practicable, 120Water will try to conduct unscheduled maintenance between 9:00 p.m. and 2:00 a.m. (Eastern US Time).
  3. Force Majeure Events (as defined in the Agreement).
  4. Unauthorized use or misuse of the 120Water Platform by Customer or anyone using any of Customer’s authorized user’s login credentials.
2. “**Availability Goal**”: 120Water will use commercially reasonable efforts to make the 120Water Platform available 99.5% of the time, measured on an average monthly basis, exclusive of the following:
  1. The events set forth in Section 1.A-1.D. of this SLA;
  2. Any outage lasting less than 5 minutes;
  3. Any outage 120Water determines to be a result of Customer’s breach of the Agreement or other acts or omissions of Customer;
  4. Force Majeure Events, provided that 120Water timely implements its disaster recovery plan; and,
  5. Any outage determined to be a result of a failure of outside services or equipment not within the control of 120Water, including Customer’s hardware and software.
3. **Technical Support.** 120Water provides technical support 24/7 by email to [support@120water.com](mailto:support@120water.com), and by telephone at 800-674-7961.
4. **Response Time.** 120Water endeavors to respond to support requests within 2 hours.



# A Partnership to Streamline Compliance with the Revised Lead and Copper Rule

On December 16th, 2021, the EPA put the revised Lead and Copper Rule (LCRR) into effect to jumpstart the nation's efforts to get the lead out. The initial compliance date is October 16th, 2024 – when the preliminary service line inventory is due to the EPA.



Your state agency purchased 120Water's State Dashboard to streamline the inventory submissions process for all CWSs and NTNCWS across the state. State Dashboard was designed to make engagement between water utilities and their regulators easier and to ensure as smooth a submission process as possible.

Your state's decision to use 120Water's State Dashboard makes utility leaders of CWSs and NTNCWSs key stakeholders. As such, you will receive a free PWS Portal License if you haven't already.

- This license allows you to create a PWS Portal account.
- You'll upload your service line locations and inventory data to this account.
- You'll also submit your service line inventory to your state and federal agencies through your PWS Portal account upon the initial LCRR deadline – October 16th, 2024 (or earlier in some states!)



## Reporting

With PWS Portal, you can easily submit your service line inventory to your state and federal agencies for the initial deadline as well as annually or triannually thereafter.



## Sharing to Public

PWS Portal is able to create a Public Transparency Dashboard microsite displaying your service line inventory, which systems serving populations over 50,000 are required to publish online.



## New Tier Site Designation

The revised rule added new classifications for LCR sampling tier sites that are based on the information provided in the service line inventory. PWS Portal automatically updates your tier site locations as more information about the public and private service line material becomes known.



[120Water.com](https://www.120water.com)

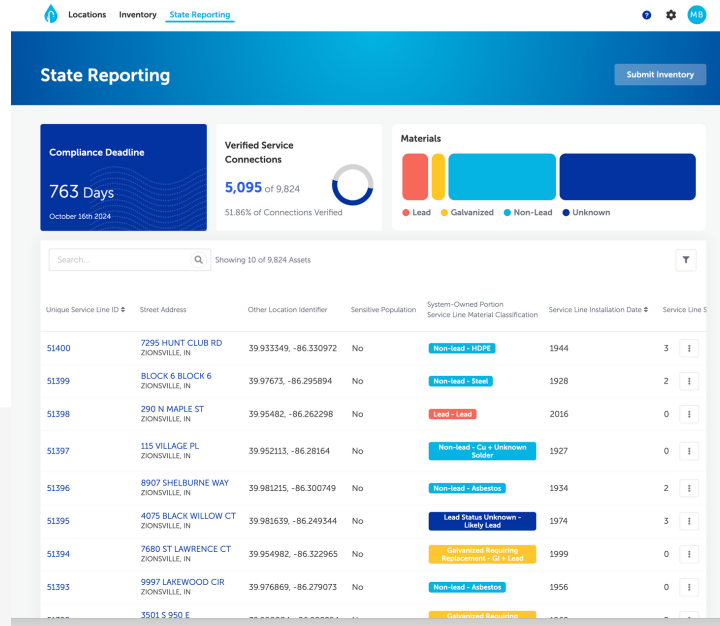
# COMPREHENSIVE LCRR PROGRAM MANAGEMENT

Take your account a step further and see what 120Water's platform can do.

PWS Portal primarily addresses the service line inventory, but we know that inventory development is just the beginning of the LCRR compliance journey.

The journey will be made up of various programs, all with their own objectives and stakeholders to inform. Programs like LCR sampling, service line verification, communication, LSLR planning and execution, and more.

120Water's PWS Pro offering makes the data available in your PWS Portal account actionable. PWS Pro is designed to enable teams to run multiple programs at the same time, track progress, and make data-driven decisions to keep moving forward in your LCRR journey.



## 120Water PWS Portal vs PWS Pro

|  | PWS Portal | PWS Pro |
|--|------------|---------|
| Inventory Upload & Data Management                   | ✓          | ✓       |
| Reporting to State Dashboard (to Template Standards) | ✓          | ✓       |
| Public Transparency Dashboard Microsite              | ✓          | ✓       |
| LCRR Tier Sites & Sample Locations                   | ✓          | ✓       |
| <b>Program Management Modules</b>                    |            |         |
| LSL Verification                                     |            | ✓       |
| LCRR Sampling  |            | ✓       |
| LCRR Communications                                  |            | ✓       |
| Lead Service Line Replacement Program Management     |            | ✓       |
| <b>Program Consumables</b>                           |            |         |
| Survey Postcards                                     |            | ✓       |
| Samples (1 liter, 1st/5th)                           |            | ✓       |
| Pitcher Filters                                      |            | ✓       |
| Letters  |            | ✓       |



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Weatherstone Lift Station Refurbishment  
**AGENDA DATE:** December 10, 2024

**DATE PREPARED:** November 27, 2024  
**PREPARED BY:** Erick Broz

**AMOUNT:** \$1,094,414.84  
**GL ACCOUNT #:** 322-4330-541400

**FUNDING SOURCE:** 2016DSPLOST  
 2022DSPLOST

**BUDGETED ITEM?** Yes  
**PUBLIC HEARING:** No

**PURPOSE:** To engage with Grizzard & Associates for Weatherstone lift station refurbishment.

**BACKGROUND:** The current lift station is from the 90's and is reaching the end of its service life. Its primary purpose is to transport collected wastewater from Luther's Mill and Weatherstone neighborhood to the west wastewater plant. Smith & Loveless is the current pump station brand which requires a priming system in conjunction with the pumps. This priming system fails on a regular basis resulting in the pumps not being able to pump as designed. Removing the current system and installing new submersible pumps, control panel, and force main will ensure this station will operate in a more efficient and safe manner.

**STAFF RECOMMENDATION:** Staff received two bids with Grizzard & Associates being the apparent low bidder. Staff recommends engaging with Grizzard & Associates for the Weatherstone lift station refurbishment, as well as in-house purchase of equipment from Hydra Service and Amtech, at a total cost of \$1,094,414.84.

| Contractor            | Total Base Bid |
|-----------------------|----------------|
| Grizzard & Associates | \$1,000,842.00 |
| Crawford Grading      | \$1,224,762.00 |
| Pumps and Controls    |                |
| Xylem                 | \$ 144,031.28  |
| Hydra Service/Amtech  | \$ 93,572.84   |

**IMPACT:** The refurbishment will replace the existing lift station with a submersible lift that will ensure improved reliability and safety, while standardizing to meet current development standards.

**MOTION:** I move to authorize the Mayor to approve the refurbishment of Weatherstone lift station in the amount of \$1,094,414.84.

**Bid Tabulation**  
**Weatherstone Pump Station & Cleghorn Force Main Shortening**  
**for**  
**City of Villa Rica**  
**SE Project No. 2023-61 & 2022-27**



I certify that this tabulation is a true representation of the bids received on March 5, 2024

| Item No.  | Estimated Quantity | Units | Description  | Grizzard & Associates |                        | Crawford Grading |                        |
|---|--------------------|-------|--|-----------------------|------------------------|------------------|------------------------|
|   |                    |       |  | Unit Price            | Total Price            | Unit Price       | Total Price            |
| <b>Project 1:<br/>Weatherstone P.S. Upgrade</b> |                    |       |  |                       |                        |                  |                        |
| 1   | 1                  | LS    | Clearing & Grubbing  |                       | \$ 25,000.00           |                  | \$ 5,000.00            |
| 2   | 1                  | LS    | Grading  |                       | \$ 10,000.00           |                  | \$ 500.00              |
| 3   | 1                  | LS    | Bypass Pumping   |                       | \$ 55,000.00           |                  | \$ 7,500.00            |
| 4   |                    |       | <b><u>PUMP STATION UPGRADE</u></b>   |                       |                        |                  |                        |
| A.  | 1                  | LS    | Demolition of Old Pumps & Accessories  |                       | \$ 14,000.00           |                  | \$ 16,500.00           |
| B.  | 1                  | LS    | Installation of City Supplied Equipment                                      |                       | \$ 75,000.00           |                  | \$ 170,750.00          |
| C.  | 1                  | EA    | Discharge Piping & Valves from Pump Base to Existing F.M. Including P.S. Top |                       | \$ 90,000.00           |                  | \$ 42,750.00           |
|   |                    |       | <b>PUMP STATION UPGRADE TOTAL:</b>   |                       | <b>* \$ 179,000.00</b> |                  | <b>\$ 230,000.00</b>   |
| 5   |                    |       | <b><u>WEATHERSTONE FORCE MAIN</u></b>  |                       |                        |                  |                        |
| A.  | 1                  | EA    | Connection to Existing F.M.  |                       | \$ 5,000.00            |                  | \$ 25,900.00           |
| B.  | 3                  | EA    | 6" Plug Valve  | \$ 3,000.00           | \$ 9,000.00            | \$ 3,500.00      | \$ 10,500.00           |
| C.  | 2                  | TN    | D.I. Fittings  | \$ 2,000.00           | \$ 4,000.00            | \$ 1.00          | \$ 2.00                |
| D.  | 4800               | LF    | 6" PVC Force Main  | \$ 100.00             | \$ 480,000.00          | \$ 116.00        | \$ 556,800.00          |
| E.  | 410                | LF    | 6" Fusible PVC (Directional Bore)  | \$ 210.00             | \$ 86,100.00           | \$ 458.00        | \$ 187,780.00          |
| F.  | 4                  | EA    | Replacement Air Release Valves   | \$ 6,500.00           | \$ 26,000.00           | \$ 8,050.00      | \$ 32,200.00           |
| G.  | 4                  | EA    | Air Release Valves   | \$ 6,500.00           | \$ 26,000.00           | \$ 7,675.00      | \$ 30,700.00           |
| H.  | 1                  | LS    | AGL Crossing   |                       | \$ 0.00                |                  | \$ 15,000.00           |
| I.  | 1                  | LS    | Plantation Pipe Crossing   |                       | \$ 0.00                |                  | \$ 16,500.00           |
|   |                    |       | <b>WEATHERSTONE FORCE MAIN TOTAL:</b>  |                       | <b>\$ 636,100.00</b>   |                  | <b>\$ 875,382.00</b>   |
| 6   | 1                  | LS    | P.S. Fence Repair  |                       | \$ 5,000.00            |                  | \$ 18,140.00           |
| 7   | 20                 | LF    | Curb & Gutter Removal & Replacement  | \$ 45.00              | \$ 900.00              | \$ 105.00        | \$ 2,100.00            |
| 8   | 10                 | SY    | Sidewalk Removal & Replacement   | \$ 225.00             | \$ 2,250.00            | \$ 240.00        | \$ 2,400.00            |
| 9   | 20                 | SY    | Asphalt Removal & Replacement  | \$ 500.00             | \$ 10,000.00           | \$ 423.00        | \$ 8,460.00            |
| 10  | 12                 | SY    | Concrete Island Removal & Replacement  | \$ 600.00             | \$ 7,200.00            | \$ 565.00        | \$ 6,780.00            |
| 11  | 6000               | LF    | Type N Silt Fence  | \$ 6.00               | \$ 36,000.00           | \$ 6.00          | \$ 36,000.00           |
| 12  | 1                  | LS    | Temporary & Permanent Grassing   |                       | \$ 10,000.00           |                  | \$ 7,500.00            |
| 13  | 1                  | LS    | Mobilization   |                       | \$ 51,392.00           |                  | \$ 25,000.00           |
| <b>TOTAL WEATHERSTONE PUMP STATION:</b>         |                    |       |  |                       | <b>\$ 1,027,842.00</b> |                  | <b>\$ 1,224,762.00</b> |

\* Item 4 total was corrected not to include total price of items 1, 2 and 3.

**Bid Tabulation**  
**Weatherstone Pump Station & Cleghorn Force Main Shortening**  
**For**  
**City of Villa Rica**  
**SE Project No. 2023-61 & 2022-27**

| Item No.   | Estimated Quantity | Units | Description   | Grizzaerd & Associates |                        | Crawford Grading |                        |
|--|--------------------|-------|---|------------------------|------------------------|------------------|------------------------|
|  |                    |       |   | Unit Price             | Total Price            | Unit Price       | Total Price            |
| <b>Project 2:<br/>Cleghorn Force Main Shortening</b> |                    |       |   |                        |                        |                  |                        |
| <b><u>SITE WORK</u></b>                              |                    |       |   |                        |                        |                  |                        |
| 1  |                    |       |   |                        |                        |                  |                        |
| A.   | 1.00               | LS    | Clearing & Grubbing                                     |                        | \$ 35,000.00           |                  | \$ 20,000.00           |
| B.   | 1                  | LS    | Grading   |                        | \$ 20,000.00           |                  | \$ 500.00              |
| C.   | 10                 | SY    | Asphalt Pavement Removal & Replacement                  | \$ 500.00              | \$ 5,000.00            | \$ 537.00        | \$ 5,370.00            |
| <b>SITE WORK SUBTOTAL:</b>                           |                    |       |   |                        | <b>\$ 60,000.00</b>    |                  | <b>\$ 25,870.00</b>    |
| <b><u>SANITARY SEWER</u></b>                         |                    |       |   |                        |                        |                  |                        |
| 2  |                    |       |   |                        |                        |                  |                        |
| A.   | 2                  | EA    | Connect to Existing System                              | \$ 5,000.00            | \$ 10,000.00           | \$ 14,000.00     | \$ 28,000.00           |
| B.   | 1,150              | LF    | 12" PVC Gravity Sewer (Trench Cut)(0-6')                | \$ 200.00              | \$ 230,000.00          | \$ 206.00        | \$ 236,900.00          |
| C.   | 620                | LF    | 12" PVC Gravity Sewer (Trench Cut)(6-8')                | \$ 200.00              | \$ 124,000.00          | \$ 233.00        | \$ 144,460.00          |
| D.   | 30                 | LF    | 12" PVC Gravity Sewer (Trench Cut)(8-10')               | \$ 200.00              | \$ 6,000.00            | \$ 442.00        | \$ 13,260.00           |
| E.   | 170                | LF    | 12" DIP Gravity Sewer (Trench Cut)                      | \$ 200.00              | \$ 34,000.00           | \$ 340.00        | \$ 57,800.00           |
| F.   | 400                | LF    | 12" PVC Gravity Sewer w/ 20" Steel Casing (Jack & Bore) | \$ 1,000.00            | \$ 400,000.00          | \$ 1,520.00      | \$ 608,000.00          |
| G.   | 15                 | LF    | 12" PVC Force Main                                      | \$ 150.00              | \$ 2,250.00            | \$ 337.00        | \$ 5,055.00            |
| H.   | 10                 | EA    | Standard Manhole  | \$ 5,000.00            | \$ 50,000.00           | \$ 11,000.00     | \$ 110,000.00          |
| I.   | 20                 | VF    | Manhole Riser   | \$ 350.00              | \$ 7,000.00            | \$ 221.00        | \$ 4,420.00            |
| J.   | 1                  | EA    | 12" Plug Valve  | \$ 9,000.00            | \$ 9,000.00            | \$ 13,000.00     | \$ 13,000.00           |
| K.   | 4                  | EA    | Pipeline Marker Sign                                    | \$ 200.00              | \$ 800.00              | \$ 180.00        | \$ 720.00              |
| <b>SANITARY SEWER SUBTOTAL:</b>                      |                    |       |   |                        | <b>\$ 873,050.00</b>   |                  | <b>\$ 1,221,615.00</b> |
| <b><u>EROSION &amp; SEDIMENT CONTROL</u></b>         |                    |       |   |                        |                        |                  |                        |
| 3  |                    |       |   |                        |                        |                  |                        |
| A.   | 750                | LF    | Type "S" Silt Fence (Sensitive)                         | \$ 12.00               | \$ 9,000.00            | \$ 6.00          | \$ 4,500.00            |
| B.   | 1                  | LS    | Temporary Grassing                                      |                        | \$ 5,000.00            |                  | \$ 1.00                |
| C.   | 1                  | LS    | Permenant Grassing                                      |                        | \$ 5,000.00            |                  | \$ 5,000.00            |
| <b>EROSION &amp; SEDIMENT CONTROL SUBTOTAL:</b>      |                    |       |   |                        | <b>\$ 19,000.00</b>    |                  | <b>\$ 9,501.00</b>     |
| <b><u>MISCELLANEOUS</u></b>                          |                    |       |   |                        |                        |                  |                        |
| 4  |                    |       |   |                        |                        |                  |                        |
| A.   | 1                  | LS    | Additional Insurance for RR.                            |                        | \$ 20,000.00           |                  | \$ 20,000.00           |
| B.   | 1                  | LS    | Mobilization  |                        | \$ 62,739.00           |                  | \$ 28,000.00           |
| C.   | 500                | CY    | Rock Removal  | \$ 200.00              | \$ 100,000.00          | \$ 150.00        | \$ 75,000.00           |
| D.   | 100                | LF    | Soft Rock Drilling not Requiring Increase in Bore Size  | \$ 1,000.00            | \$ 100,000.00          | \$ 2,400.00      | \$ 240,000.00          |
| E.   | 400                | LF    | 2" Investigative Directional Bore                       | \$ 50.00               | \$ 20,000.00           | \$ 140.00        | \$ 56,000.00           |
| <b>MISCELLANEOUS SUBTOTAL:</b>                       |                    |       |   |                        | <b>\$ 302,739.00</b>   |                  | <b>\$ 419,000.00</b>   |
| <b>TOTAL CLEGHORN FM SHORTEN:</b>                    |                    |       |   |                        | <b>\$ 1,254,789.00</b> |                  | <b>\$ 1,675,986.00</b> |
| <b>TOTAL PROJECTS 1 &amp; 2:</b>                     |                    |       |   |                        | <b>\$ 2,282,631.00</b> |                  | <b>\$ 2,900,748.00</b> |



November 27, 2024

Mr John Bain, Utilities Director  
City of Villa Rica  
571 West Bankhead Hwy  
Villa Rica, GA 30180

Re: Weatherstone Pump Station Modification  
Bid Recommendation

Dear Mr. Bain,

Bids were received on the above referenced project on March 5, 2024. Two bids were received on the project:

- Grizzard & Associates \$1,027,842.00
- Crawford Grading \$1,224,762.00

As can be seen, Grizzard & Associates was the low bidder and was in compliance with the bidding documents. To meet budget requirements the project scope was adjusted to reduce the contract price to \$1,000,842.00. The contractor has been contacted for concurrence, and is in agreement with the adjustment outlined on the attached. Our recommendation is to award the contract to Grizzard & Associates in the amount of \$1,000,842.00.

Should you have any questions, comments or desire additional information, please contact me.

Sincerely,  
P.C. Simonton Engineering, LLC

*Paul C. Simonton*

Paul C. Simonton, PE  
President



*Hydra Service (E), 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: November 26, 2024            |
| EMAIL: paul@simontoneng.com                        | QUOTE: 0124-141-Rev 3 With Control |
| REF: Villa Rica, Weatherstone Pump Station Upgrade |                                    |

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

| <u>QTY</u>                               | <u>DESCRIPTION</u>  | <u>PRICE EA</u>                            | <u>TOTAL PRICE</u>  |
|--|---|--|---------------------|
| <b><u>Pump and Accessories</u></b>       |   |  |                     |
| 2  | Sulzer XFP101G VX.3 PE300/2 Submersible Pump<br>• 40.2hp, 460v, 3ph; PE3 Frame<br>• 49' of Cable, 860 lbs<br>• 200 GPM @ 234' TDH                 |  |                     |
| 2  | 4" GRA w/ Integral Elbow, HD  |  |                     |
| 2  | Hardware Kit, 316SS (Guide Bracket to Pump)   |  |                     |
| 2  | Upper Guide Rail Bracket, 316SS   |  |                     |
| 40                                       | 3/16" Chain, 304SS (2 ea @ 20')   |  |                     |
| 4  | w/ Rapid Links  |  |                     |
| 40                                       | 2" Guide Rails, 304SS   |  |                     |
| 1  | Start Up - Mileage / Labor  |  |                     |
| 1  | Delivery  |  |                     |
|  |   | <b><i>Pump and Accessories Total:</i></b>  | <b>\$48,780.00</b>  |
| <b><u>Wet Well/Valve Box Hatches</u></b> |   |  |                     |
| 1  | Wet Well Hatch 34 x 51  |  |                     |
| 1  | Valve Box Hatch 48 x 48   |  |                     |
| 1  | Delivery  |  |                     |
|  |   | <b><i>Hatches Total:</i></b>               | <b>\$5,930.00</b>   |
| <b><u>Panel</u></b>                      |   |  |                     |
| 1  | H.S.I Duplex Control Panel<br>• Includes MPE SC2000-20 pump controller<br>• includes a small Air Conditioner<br>• includes SQUARE D – ATV630D37N4 |  |                     |
| 1  | Submersible Level Transducer w/40' cable  |  |                     |
| 4  | Mini Floats w/30' cables  |  |                     |
| 1  | Float Hanger  |  |                     |
| 1  | Delivery  |  |                     |
|  |   | <b><i>Panel and Accessories Total:</i></b> | <b>\$50,725.00</b>  |
| <b>TOTAL PRICE:</b>                      |   |  | <b>\$105,435.00</b> |

**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

November 26, 2024  
DATE OF REVIEW

\_\_\_\_\_  
PURCHASER SIGNATURE

\_\_\_\_\_  
DATE ACCEPTED

# QUOTE



## AMTECH DRIVES, INC.

745 Trabert Ave NW  
Atlanta, GA 30318  
Tel: 770.469.5240 □ Fax: 770.469.5241  
Email: info@amtechdrives.com  
www.amtechdrives.com

|          |                                 |                 |                         |
|----------|---------------------------------|-----------------|-------------------------|
| Attn.:   | Mr. Paul Simonton               | Quote #:        | QBP2401190008           |
| Company: | Simoton Engineering             | Date:           | 01/19/24                |
| Address: | 1050 Parkside commons, Suit 101 | City/State/Zip: | Greensboro , GA , 30642 |
| Email:   | paul@simotoneng.com             | Rep:            | -                       |
| Phone:   | (912) 977-1502 (706) 454-0870   | Salesman:       | Mr. Ben Patel           |
| Fax:     | -                               | Cell/Email:     | benp@amtechdrives.com   |

Amtech Drives is pleased to quote the following for

| Item #       | Model #       | Description  | Qty | NET Price (USD) | Total NET Price (USD)  |
|--------------|---------------|--|-----|-----------------|------------------------|
| 1            | ENP50HPX2DPRH | <p>Amtech Engineered package to control 2 qty 50 HP 480V 60Hz Duplex pump which include :</p> <p>2 Qty - 50 HP 74A Heavy Duty Axpert-Eazy+ drive module in NEMA 4X stainless steel enclosure with fan,filter and Rainhood , flange type main breaker , power distribution block, Separate breakers for each VFD ,Reactor, Time Mark Pump down controller , Intrinsically Safe Relay, Run &amp; Fault pilot light, HOA selector switch for each VFD, Elapsed time meter on dead front , beacon light and Horn with silence circuit, Control transformer with fuses for 120V AC control supply, Motor Blocks and Control terminal block.</p> <p>Approx Dimension: 75"(H) X 49"(W) X 18"(D)</p> | 1   | \$33,770.49     | \$33,770.49            |
| 2            | ENP50HPX2DPAC | <p>Amtech Engineered package to control 2 qty 50 HP 480V 60Hz Duplex pump which include :</p> <p>2 Qty - 50 HP 74A Heavy Duty Axpert-Eazy+ drive module in NEMA 4X stainless steel enclosure with air conditioner unit , flange type main breaker, power distribution block, Separate breakers for each VFD ,Reactor, Time Mark Pump down controller , Intrinsically Safe Relay, Run &amp; Fault pilot light, HOA selector switch for each VFD, Elapsed time meter on dead front , beacon light and Horn with silence circuit, Control transformer with fuses for 120V AC control supply, Motor Blocks and Control terminal block.</p> <p>Approx Dimension: 75"(H) X 49"(W) X 18"(D)</p>     | 1   | \$38,862.84     | \$38,862.84            |
| <b>TOTAL</b> |               |  |     |                 | <del>\$72,633.33</del> |

**Comments:**

- Note:
1. The above pricing does not include freight.
  2. Email all purchase orders to orders@amtechdrives.com
  3. Above Price does not include any installation and commissioning charges
  4. Above quote is for Panel only it does not include any field sensor or field devices.

**Terms & Conditions:**

**Terms of Payment:** 30 days net on all invoices submitted for payment subject to credit approval.  
**Estimated Ship Date:** 8 to 10 weeks - ARO  
**Freight:** Prepaid and add  
**Terms of Delivery:** Ex-works, Atlanta, GA 30318  
**Price Validity:** Seven (7) days from date of quotation. If an extension of time is needed to reach a decision on acceptance, please contact us for review of price and delivery.

Regards,

Ben Patel

**Amtech Drives, Inc.**  
 Tel: (770) 469-5240  
 Mobile: 770865-4727  
 Email: benp@amtechdrives.com

|  |
|--|
| Office use only  |
| <input type="checkbox"/> Reviewed<br><input type="checkbox"/> Accepted |
| SO#:   |

|  |      |
|--|------|
| If Purchasing, please complete the following & Fax or Email back to us : |      |
| Customer PO #:   |      |
|  |      |
| Signature of Authorized Purchaser  | Date |
| Print name:  |      |
|  |      |
| Ship to:   |      |
| Bill to:   |      |



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Public Comment Policy  
**AGENDA DATE:** December 10, 2024

**DATE PREPARED:** November 25, 2024  
**PREPARED BY:** Diana DeSanto

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

---

**PURPOSE:** The purpose of this agenda item is to recommend the best practice in the form of a policy for Public Comment at City of Villa Rica Regular Council Meetings. This policy will only apply to Regular Business meetings to be conducted monthly.

**BACKGROUND:** The City of Villa Rica does not have a formal Public Comment Policy. The City established a practice of implementing three (3) minutes for Public Comment for anyone that wishes to speak during business meetings. To formally establish guidelines and best practices, the City reviewed policy and practices from several surrounding municipalities and discussed items which provide valuable contribution to Regular Business meetings. The overall purpose of the policy is to provide rules that govern the conduct of City Council meetings which are designed to carry out the public's business in the most effective manner possible.

**STAFF RECOMMENDATION:** Staff recommends approval and adoption of the Proposed Public Comment Policy with an effective date of January 1, 2025.

**IMPACT:** N/A

**MOTION:**

Motion to Approve: I move to approve and adopt the City of Villa Rica's Public Comment Policy with an effective date of January 1, 2025.

Motion to Deny: I move to deny the approval and deny the adoption City of Villa Rica's Public Comment Policy.

## City of Villa Rica Public Comment Policy

(Effective January 1, 2025)

The conduct of City Council meetings is guided by rules designed to carry out the public's business in the most effective manner possible.

- Public Comment will be held at all Regular Meetings of the Mayor and City Council
- Each speaker must register to speak by means of a Public Comment sign-in sheet prior to the start of the meeting
- The sign-in sheet shall be removed within the first ten minutes of the start of the Regular Meeting
- All public speakers must state their name and address after they are recognized by the Mayor and before they speak.
- In the interest of fairness to other people wishing to speak all organizations/ groups shall select a spokesperson/representative.
- Each speaker shall limit comments to three minutes, with a maximum of twenty speakers, or 60 minutes of total public comment.
- Each speaker shall promptly conclude all comments when his or her time has expired.
- All remarks should be addressed to the Council as a whole and not to any single member, unless in response to a question from a member.
- Each person addressing the City Council shall do so in an orderly manner and shall not engage in conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of the Council meeting.
- Personal, impertinent, slanderous, or profane remarks also shall not be allowed towards staff or the elected body.
- City Council shall not act relative to any public comment during this meeting.
- Public comments requiring a response shall be made by City Council or a staff member in the form of a letter.



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Resolution to Authorize Negotiations of Property Easements and Acquisitions

**AGENDA DATE:** December 10, 2024

**DATE PREPARED:** December 10, 2024

**PREPARED BY:** Diana DeSanto

**AMOUNT:** N/A

**GL ACCOUNT #:** N/A

**BUDGETED ITEM?** Yes

---

**PURPOSE:** To approve a resolution authorizing the staff and professionals to proceed with negotiations of easements and property acquisitions along Cleghorn, Darden, McCauley, North Carroll and Gordon Street for Villa Rica Connector project .

**BACKGROUND:** Earlier this year, Council directed the City Manager to provide a recommendation for the completion of the road after having analyzed all the facts and circumstances related to the road project. As instructed, and after reviewing all potential alternative routes, and analyzing all options relating to the completion of the Connector Road, the City Manager has provided a recommended route.

**STAFF RECOMMENDATION:** Staff recommends approval.

**MOTION:** I move to approve resolution to direct city staff to resume work on the Villa Rica Parkway and to engage in property easement and acquisition negotiations along Cleghorn, Darden, McCauley, North Carroll Road and Gordon Streets in relation to the proposed Villa Rica Connector

**RESOLUTION**

**WHEREAS**, for a period of several years, the City of Villa Rica has been pursuing a project to construct a connector road between downtown and the Mirror Lake community; and

**WHEREAS**, the City has created a Tax Allocation District. One purpose for the Tax Allocation District was to fund the proposed connector road; and

**WHEREAS**, the City also obtained bond proceeds to fund the proposed connector road;  
And

**WHEREAS**, the Council does desire to give guidance to City staff concerning the status of said road.

**WHEREAS**, earlier this year, Council directed the City Manager to provide a recommendation for the completion of the road after having analyzed all the facts and circumstances related to the road project. As instructed, and after reviewing all potential alternative routes, and analyzing all options relating to the completion of the Connector Road, the City Manager has provided a recommended route.

**NOW THEREFORE**, be it hereby resolved by the Mayor and Council of the City of Villa Rica that the City staff is directed to continue to negotiate property easements and acquisitions along Cleghorn, Darden, McCauley, North Carroll and Gordon Street.

IT IS SO RESOLVED on the \_\_\_\_\_ day of December, 2024.

\_\_\_\_\_  
Leslie McPherson, Mayor

Attest:

\_\_\_\_\_  
Theresa Campbell, City Clerk



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Fortune Parkway Stream Mitigation Credits  
**AGENDA DATE:** December 11, 2024

**DATE PREPARED:** December 1, 2024  
**PREPARED BY:** Diana DeSanto

**AMOUNT:** \$ 704,488  
**GL ACCOUNT #:** 323-7520-541402  
**FUNDING SOURCE:** 2021 Carroll County SPLOST Fund  
**BUDGETED ITEM?** Yes  
**PUBLIC HEARING:** N/A

---

**PURPOSE:** The purpose of this item is to purchase the necessary stream mitigation credits needed to complete Fortune Parkway from Old Town Road to Anderson Road. Due to the number of credits needed to complete the project, and the high demand for credits, the City is utilizing the following banks and stream sources:

| Bank                      | Stream Source        | Stream Credit Quantity | Cost per Credit | Total        |
|---------------------------|----------------------|------------------------|-----------------|--------------|
| Mitigation Resource Group | Wehadkee Farms       | 17.17                  | \$200.00        | \$3,434.00   |
| RES Aster, LLC            | Soque River          | 3.52                   | \$125,000.00    | \$440,000.00 |
| RES Aster, LLC            | Wauka Mountain       | 453.39                 | \$200.00        | \$90,678.00  |
| GALT – ILF Program        | Statewide-Tallapoosa | 70.99                  | \$2,400.00      | \$170,376.00 |

**BACKGROUND:** The City entered into a Development Agreement with Inline Communities, LLC in 2023 for the purpose of residential development, with a commercial component to include Fortune Parkway. Fortune Parkway is designed to connect Old Town Road to Anderson Road, allowing greater access to the hospital as well as downtown amenities. As with the other connector roads, and the North bypass, this connector was identified as a necessary arterial connector to ease traffic into the downtown.

**STAFF RECOMMENDATION:** Staff recommends approval of the mitigation credits to complete Fortune Parkway from Old Town Road to Anderson Road.

**IMPACT:**

**MOTION:** I move to approve the purchase of mitigation credits to complete Fortune Parkway. I move to deny the purchase of mitigation credits for Fortune Parkway.



RES Aster, LLC  
340 Commerce Blvd  
Suite 304 A/B  
Athens, GA, 30606

CC: Shane Cape, Planners & Engineer's Collaborative

Estimate Date: 11/22/24  
Subject: Fortune Parkway (Stream) Credit Estimate

| Credit Source     | Credit Classification | Credit Type   | Quantity | Cost Per Credit    | Total Cost         |
|-------------------|-----------------------|---------------|----------|--------------------|--------------------|
| Wauka Mountain II | Stream                | Grandfathered | 453.39   | \$200.00           | \$90,678.00        |
|                   |                       |               |          | \$                 | \$0.00             |
|                   |                       |               |          | \$                 | \$0.00             |
|                   |                       |               |          | \$                 | \$0.00             |
|                   |                       |               |          | <b>Grand Total</b> | <b>\$90,678.00</b> |

**TERMS**

The pricing shown above will expire on 12/22/24. Pricing is subject to change prior to this expiration date if alternative banks are needed to satisfy the credit need. This estimate does not guarantee credit availability as credit inventories are subject to change daily. A SOCA alone will not reserve credits. Please contact us for final invoice prior to the expiration of this estimate and we will attempt to confirm that credits are still available from the selected mitigation banks. Prior to closing we will also need a copy of the approved permit to confirm that the credit purchase is consistent with the permit conditions.

Thank you,  
RES Sales Team  
[GACredits@res.us](mailto:GACredits@res.us)  
(706) 850-2171

# ESTIMATE

Mitigation Resource Group, LLC  
36 East Main Street  
Suite C  
Buford, GA 30518

City of Villa Rica

571 W. Bankhead Hwy, Villa Rica, GA, 30180-1726  
CC: Shane Cape, Planners & Engineers Collaborative, Inc.

Estimate Date: Nov 25, 2024  
Estimate Number: SD-12237  
Total Price: \$3,434.00  
Credit Source(s): Wehadkee Farms

## PRICING

| Description | Quantity | Cost per Credit    | Total             |
|-------------|----------|--------------------|-------------------|
| Stream      | 17.17    | \$200.00           | \$3,434.00        |
| Wetland     |          | \$                 | \$                |
|             |          | <b>Grand Total</b> | <b>\$3,434.00</b> |

## TERMS

The pricing shown above will expire 60 days from the Estimate Date. Pricing is subject to change prior to this expiration date if alternative banks are needed to satisfy the credit need. This estimate does not guarantee credit availability as credit inventories are subject to change daily. If you are interested in reserving credits for your project, please request a reservation invoice. A SOCA alone will not reserve credits. If you do not reserve credits, please contact us for the final invoice prior to the expiration of this estimate and we will attempt to confirm that credits are still available from the selected mitigation banks. Prior to closing, we will also need a copy of the approved permit to confirm that the credit purchase is consistent with the permit conditions.

Thank you,

**Katie Freas**  
19 W. Broad Street  
Newnan, GA 30263  
Mobile: (404) 431-7197  
Email: [katie@benzenvironmental.com](mailto:katie@benzenvironmental.com)

## Shane Cape

---

**From:** Sales <sales@ecogenic.us>  
**Sent:** Friday, November 22, 2024 1:58 PM  
**To:** Shane Cape  
**Subject:** RE: Soque River Credits

Sure, pricing should be consistent with prior estimates at \$125,000/ wetland credit. If a more formal estimate is needed, just let me know.

Ethan Roberson | **Ecosystem Restoration Specialist & Partner**

📍 Milledgeville, GA  
📞 (478) 986-8980  
✉ [ethan@ecogenic.us](mailto:ethan@ecogenic.us)



[www.ecogenic.us](http://www.ecogenic.us)



---

**From:** Shane Cape <SCape@pec.plus>  
**Sent:** Friday, November 22, 2024 1:54 PM  
**To:** Sales <sales@ecogenic.us>  
**Subject:** RE: Soque River Credits

Thank You,  
Yes, Either an Estimate or just Price per unit so I can calculate it on my end.

Regards,

Shane Cape, E.I.T.  
Planners and Engineers Collaborative, Inc.

**E:** [scape@pec.plus](mailto:scape@pec.plus)

**O:** 770.451.2741 | **D:** 678.684-6237 ext.137



[New Website](#) | [Linkedin](#) | [Facebook](#)

**Gwinnett Office:** 350 Research Court, Peachtree Corners, GA 30092

**Cobb Office:** 48 Atlanta Street SE, Marietta, GA 30060

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by Planners and Engineers Collaborative, The Client agrees that all such drawings and data are instruments of service of Planners and Engineers Collaborative; and they are not to be used or modified in whole or in part, for any purpose or project other than the project for which they have been prepared without waiving all claims against Planners and Engineers Collaborative and indemnifying for any damage, liability or cost, including defense cost arising from such claims.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by The Client be deemed a sale by Planners and Engineers Collaborative, and Planners and Engineers Collaborative makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

---

**From:** Sales <[sales@ecogenic.us](mailto:sales@ecogenic.us)>  
**Sent:** Friday, November 22, 2024 1:44 PM  
**To:** Shane Cape <[SCape@pec.plus](mailto:SCape@pec.plus)>  
**Subject:** RE: Soque River Credits

Good afternoon, Shane!

Great to hear from you. Yes, the Soque Mitigation Bank still has wetland credits available. I've attached an updated SOCA for your records.

If you need a revised estimate or invoice, please let me know, happy to send over when the time is right.

Thanks and talk soon!

Ethan Roberson | **Ecosystem Restoration Specialist & Partner**

Milledgeville, GA  
 (478) 986-8980  
✉ [ethan@ecogenic.us](mailto:ethan@ecogenic.us)



[www.ecogenic.us](http://www.ecogenic.us)



---

**From:** Shane Cape <[SCape@pec.plus](mailto:SCape@pec.plus)>  
**Sent:** Friday, November 22, 2024 1:29 PM  
**To:** Sales <[sales@ecogenic.us](mailto:sales@ecogenic.us)>  
**Subject:** Soque River Credits

Good Afternoon,  
Attached is a SOCA document that we acquired back when I believe RES was POS for Soque River. Project just got revitalized so wanted to see if the wetland credits are still available and if we could get a new SOCA documents?

Thank You

Shane Cape, E.I.T.  
Planners and Engineers Collaborative, Inc.

E: [scape@pec.plus](mailto:scape@pec.plus)  
O: 770.451.2741 | D: 678.684-6237 ext.137



Planners & Engineers  
Collaborative+  
WE PROVIDE SOLUTIONS

[New Website](#) | [Linkedin](#) | [Facebook](#)

**Gwinnett Office:** 350 Research Court, Peachtree Corners, GA 30092

**Cobb Office:** 48 Atlanta Street SE, Marietta, GA 30060

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by Planners and Engineers Collaborative, The Client agrees that all such drawings and data are instruments of service of Planners and Engineers Collaborative; and they are not to be used or modified in whole or in part, for any purpose or project other than the project for which they have been prepared without waiving all claims against Planners and Engineers Collaborative and indemnifying for any damage, liability or cost, including defense cost arising from such claims.



RES Aster, LLC  
1551 Jennings Mill Road  
Suite 1400-B  
Watkinsville, GA 30677

City of Villa Rica

571 W. Bankhead Hwy, Villa Rica, GA, 30180-1726

CC: Shane Cape, Planners & Engineers Collaborative, Inc.

Estimate Date: 4/11/24

Subject: Fortune Parkway Credit Estimate

| Credit Source | Credit Classification | Credit Type   | Quantity | Cost Per Credit    | Total Cost          |
|---------------|-----------------------|---------------|----------|--------------------|---------------------|
| Soque River   | Stream                | Grandfathered | 3.52     | \$125,000.00       | \$440,000.00        |
|               |                       |               |          | \$                 | \$0.00              |
|               |                       |               |          | \$                 | \$0.00              |
|               |                       |               |          | \$                 | \$0.00              |
|               |                       |               |          | <b>Grand Total</b> | <b>\$440,000.00</b> |

## TERMS

The pricing shown above will expire on 5/11/24. Pricing is subject to change prior to this expiration date if alternative banks are needed to satisfy the credit need. This estimate does not guarantee credit availability as credit inventories are subject to change daily. If you are interested in reserving credits for your project, please request a reservation invoice. Credits are only reserved once the reservation invoice is paid. A SOCA alone will not reserve credits. If you do not reserve credits, please contact us for final invoice prior to the expiration of this estimate and we will attempt to confirm that credits are still available from the selected mitigation banks. Prior to closing we will also need a copy of the approved permit to confirm that the credit purchase is consistent with the permit conditions.

Thank you,  
RES Sales Team  
[GACredits@res.us](mailto:GACredits@res.us)  
(706) 850-2171

**STATEMENT OF CREDIT AVAILABILITY**

**APPLICATION INFORMATION**

**Permit Type:** NWP  
**USACE Permit Number:** SAS- 2022 - 01014  
**Project Name:** Fortune Parkway  
**Applicant:** City of Villa Rica  
**County:** Carroll  
**Impacted HUC:** 3130002

**CREDIT NEED**

**Stream Credit Type:** Stream (2004)  
**Stream Credits Needed:**  
**Wetland Credit Type:** Select from picklist  
**Wetland Credits Needed:**

**MITIGATION BANK NAMED**

**Bank/In-Lieu Fee (ILF) Program Name:** Wauka Mountain II  
**Bank/ILF Program Number:** SAS- 2007 - 00644  
**Primary Service Area HUC(s):** 3130001  
**Secondary Service Area HUC(s):** 3130002  
**Stream Credit Type Utilized:** Stream (2004)  
**Stream Credits Utilized:** 453.39  
**Wetland Credit Type Utilized:** Select from picklist  
**Wetland Credits Utilized:**

The Bank Representative hereby authorizes the Applicant to provide this statement of credit availability for the mitigation bank listed above as a potential source of compensatory mitigation in its U.S. Army Corps of Engineers (Corps) permit application for the above referenced project. The Bank Representative shall indicate the current status of credit availability (see check boxes below) for all inquiries of credit availability for Corps permit applications within the geographic service area(s) of the respective mitigation bank. Failure of the Bank Sponsor to provide a statement of credit availability for a Corps permit application will result in the Corps' determination that the mitigation credits are **NOT AVAILABLE** for purchase from the respective mitigation bank.

By signing below, I certify that the mitigation credits specified above are currently **AVAILABLE** for purchase from the named Mitigation Bank. This certification does not create an obligation to sell the specified credits.

By signing below, I certify that the mitigation credits are currently **NOT AVAILABLE** for purchase from the named Mitigation Bank. This certification does not preclude the Bank Sponsor from offering the specified credits for sale if they should later become available. However, the Applicant will be under no obligation to purchase the later-offered credits if the Applicant secures acceptable credits from another source.

**Bank/ILF Representative:**

By: Sarah Battle Digitally signed by Sarah Battle  
Date: 2024.11.22 14:16:08 -05'00'  
Name:  
Date:

As the Applicant, I understand that failure to purchase mitigation credits as required by the Corps may result in a suspension or revocation of the permit and/or civil or criminal enforcement actions by the Corps or the U.S. Environmental Protection Agency.

**Applicant:**

By:   
Name: Diana DeSanto  
Date: 11/25/2024

**Note 1: Potential mitigation credits that have not been released for sale will only be considered “available” at the discretion of the Corps.**

**Note 2: If the purchase of available credits identified in this statement of credit availability cannot be finalized by either party (Banker or Applicant), the Applicant will need to immediately coordinate with the Corps to ensure that an alternative compensatory mitigation plan is proposed to offset project impacts.**

**Note 3: If credits are being purchased from multiple mitigation banks, then a Statement of Credit Availability is required from each mitigation bank.**

## Application Information

Permit Type:  
USACE Permit Number: SAS-2022-01014  
Project Name: Fortune Parkway  
Applicant: City of Villa Rica  
County: Carroll (GA)  
Impacted HUC: 03130002

Stream Credit Type: Grandfathered  
Stream Credits Needed: 17.17  
Wetland Credit Type: Grandfathered  
Wetland Credits Needed:

## MITIGATION BANK NAMED

Bank Name: Wehadkee Farms  
Bank Permit Number: SAS-2006-02302  
Primary Service Area HUC(s): 3130002  
Secondary Service Area HUC(s): 3130005; 3150108; 3130001 (below Lanier Dam)  
Stream Credit Type Utilized: Grandfathered  
Stream Credits Utilized: 17.17  
Wetland Credit Type Utilized:

The Bank Representative hereby authorizes the Applicant to name the mitigation bank listed above as a source of compensatory mitigation in its U.S. Army Corps of Engineers (Corps) permit application for the above referenced project. The credits listed from the mitigation bank are currently available for purchase and have been reserved by the Bank Representative for use by the Applicant. In order to finalize the credit purchase, the Bank Representative must submit an updated credit ledger showing the sale (debit) and any other required closing documentation to the Corps.

## Bank Representative:



Name: Matt Peevy  
Date: 2024-11-25 13:51:43

As the Applicant, I understand that failure to purchase mitigation credits as required by the Corps may result in a suspension or revocation of the permit and/or civil or criminal enforcement actions by the Corps or the U.S. Environmental Protection Agency.

Applicant:

By:   
Name: Diana DeSante  
Date: 11/25/2024

**Note 1: Potential mitigation credits that have not been released for sale will only be available for reservation at the discretion of the Corps.**

**Note 2: If the above agreement cannot be finalized by either party (Banker or Applicant), both parties will need to immediately coordinate with the Corps to ensure that an alternative compensatory mitigation plan is proposed to offset project impacts.**

**Note 3: If credits are being purchased from multiple mitigation banks, then a Statement of Credit Availability is required from each mitigation bank.**

**STATEMENT OF CREDIT AVAILABILITY**

**APPLICATION INFORMATION**

**Permit Type:** NWP  
**USACE Permit Number:** SAS- 2022 - 01014  
**Project Name:** Fortune Parkway  
**Applicant:** City of Villa Rica  
**County:** Carroll  
**Impacted HUC:** 3130002

**CREDIT NEED**

**Stream Credit Type:** N/A  
**Stream Credits Needed:**  
**Wetland Credit Type:** Wetland (2004)  
**Wetland Credits Needed:** 3.52

**MITIGATION BANK NAMED**

**Bank/In-Lieu Fee (ILF) Program Name:** Soque River Mitigation Bank  
**Bank/ILF Program Number:** SAS- 2010 - 00442  
**Primary Service Area HUC(s):** 3130001  
**Secondary Service Area HUC(s):** 3130002  
**Stream Credit Type Utilized:** N/A  
**Stream Credits Utilized:**  
**Wetland Credit Type Utilized:** Wetland (2004)  
**Wetland Credits Utilized:** 3.52

The Bank Representative hereby authorizes the Applicant to provide this statement of credit availability for the mitigation bank listed above as a potential source of compensatory mitigation in its U.S. Army Corps of Engineers (Corps) permit application for the above referenced project. The Bank Representative shall indicate the current status of credit availability (see check boxes below) for all inquiries of credit availability for Corps permit applications within the geographic service area(s) of the respective mitigation bank. Failure of the Bank Sponsor to provide a statement of credit availability for a Corps permit application will result in the Corps' determination that the mitigation credits are **NOT AVAILABLE** for purchase from the respective mitigation bank.

By signing below, I certify that the mitigation credits specified above are currently **AVAILABLE** for purchase from the named Mitigation Bank. This certification does not create an obligation to sell the specified credits.

By signing below, I certify that the mitigation credits are currently **NOT AVAILABLE** for purchase from the named Mitigation Bank. This certification does not preclude the Bank Sponsor from offering the specified credits for sale if they should later become available. However, the Applicant will be under no obligation to purchase the later-offered credits if the Applicant secures acceptable credits from another source.

**Bank/ILF Representative:**

By: Ethan Roberson  
Name: Ethan Roberson  
Date: 11/22/2024

As the Applicant, I understand that failure to purchase mitigation credits as required by the Corps may result in a suspension or revocation of the permit and/or civil or criminal enforcement actions by the Corps or the U.S. Environmental Protection Agency.

**Applicant:**

By: Diana Desanto  
Name: Diana Desanto  
Date: 11/25/2024

**Note 1: Potential mitigation credits that have not been released for sale will only be considered “available” at the discretion of the Corps.**

**Note 2: If the purchase of available credits identified in this statement of credit availability cannot be finalized by either party (Banker or Applicant), the Applicant will need to immediately coordinate with the Corps to ensure that an alternative compensatory mitigation plan is proposed to offset project impacts.**

**Note 3: If credits are being purchased from multiple mitigation banks, then a Statement of Credit Availability is required from each mitigation bank.**

**STATEMENT OF CREDIT AVAILABILITY**

**APPLICATION INFORMATION**

**Permit Type:** NWP  
**USACE Permit Number:** SAS- 2022 - 01014  
**Project Name:** Fortune Parkway  
**Applicant:** City of Villa Rica  
**County:** Carroll  
**Impacted HUC:** 3130002

**CREDIT NEED**

**Stream Credit Type:** Perennial - Less than 3 square m  
**Stream Credits Needed:** 70.99  
**Wetland Credit Type:** N/A  
**Wetland Credits Needed:** N/A

**MITIGATION BANK NAMED**

**Bank/In-Lieu Fee (ILF) Program Name:** GALT-ILF Program  
**Bank/ILF Program Number:** SAS- 2011 - 00779  
**Primary Service Area HUC(s):** Various  
**Secondary Service Area HUC(s):** None  
**Stream Credit Type Utilized:** Perennial - Less than 3 square miles (2C  
**Stream Credits Utilized:** 70.99  
**Wetland Credit Type Utilized:** N/A  
**Wetland Credits Utilized:** N/A

The Bank Representative hereby authorizes the Applicant to provide this statement of credit availability for the mitigation bank listed above as a potential source of compensatory mitigation in its U.S. Army Corps of Engineers (Corps) permit application for the above referenced project. The Bank Representative shall indicate the current status of credit availability (see check boxes below) for all inquiries of credit availability for Corps permit applications within the geographic service area(s) of the respective mitigation bank. Failure of the Bank Sponsor to provide a statement of credit availability for a Corps permit application will result in the Corps' determination that the mitigation credits are **NOT AVAILABLE** for purchase from the respective mitigation bank.

By signing below, I certify that the mitigation credits specified above are currently **AVAILABLE** for purchase from the named Mitigation Bank. This certification does not create an obligation to sell the specified credits.

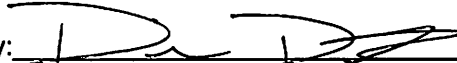
By signing below, I certify that the mitigation credits are currently **NOT AVAILABLE** for purchase from the named Mitigation Bank. This certification does not preclude the Bank Sponsor from offering the specified credits for sale if they should later become available. However, the Applicant will be under no obligation to purchase the later-offered credits if the Applicant secures acceptable credits from another source.

**Bank/ILF Representative:**

By: Cole Huizinga Digitally signed by Cole Huizinga  
Date: 2023.10.11 14:22:36 -05'00'  
Name: Cole Huizinga  
Date: 10/11/2023

As the Applicant, I understand that failure to purchase mitigation credits as required by the Corps may result in a suspension or revocation of the permit and/or civil or criminal enforcement actions by the Corps or the U.S. Environmental Protection Agency.

**Applicant:**

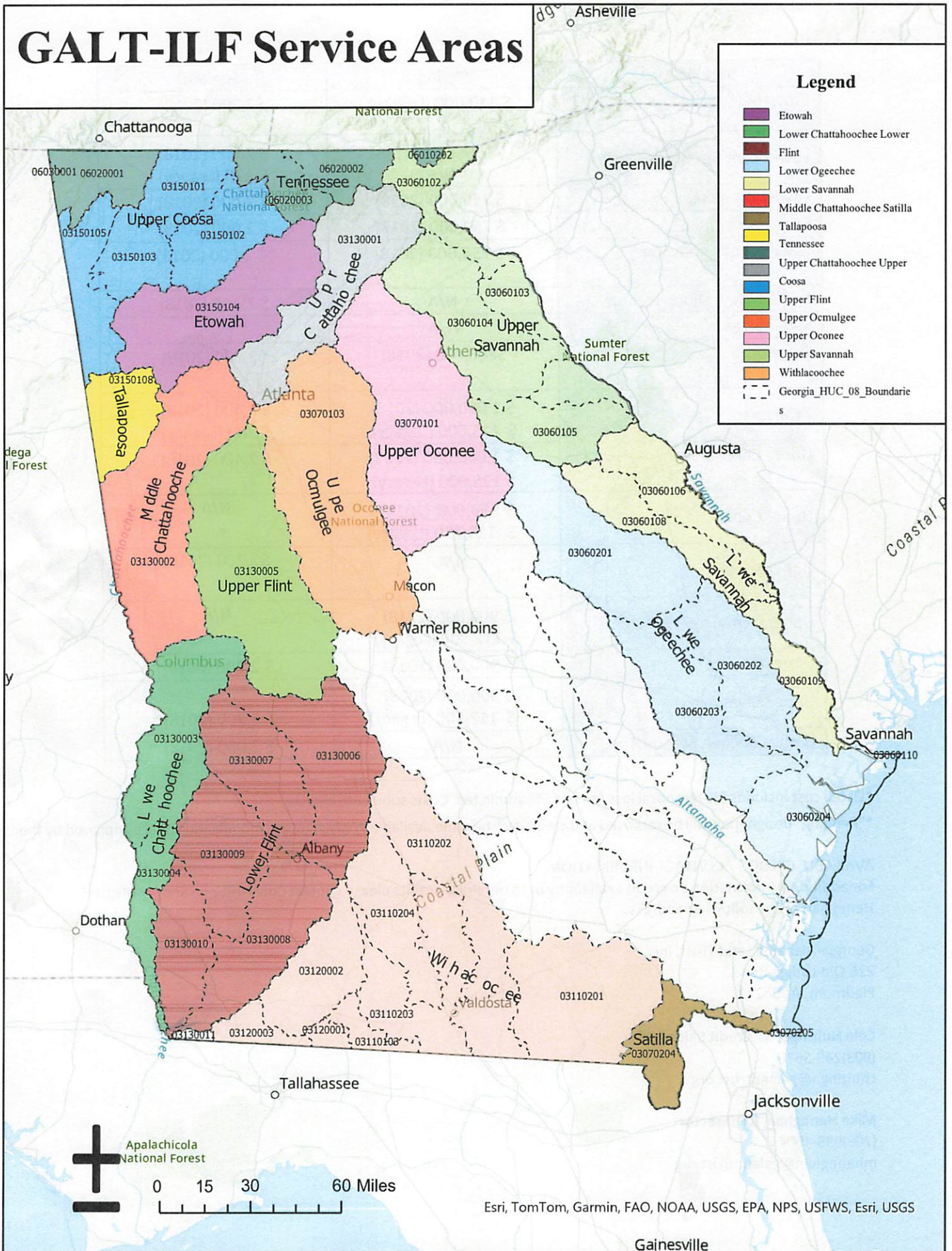
By:   
Name: Diana Desanto  
Date: 11/27/2024

**Note 1: Potential mitigation credits that have not been released for sale will only be considered “available” at the discretion of the Corps.**

**Note 2: If the purchase of available credits identified in this statement of credit availability cannot be finalized by either party (Banker or Applicant), the Applicant will need to immediately coordinate with the Corps to ensure that an alternative compensatory mitigation plan is proposed to offset project impacts.**

**Note 3: If credits are being purchased from multiple mitigation banks, then a Statement of Credit Availability is required from each mitigation bank.**

# GALT-ILF Service Areas



Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, NPS, USFWS, Esri, USGS

Gainesville

| Service Area           | Wetland                                    | Stream                             |
|------------------------|--|------------------------------------|
| Etowah                 | \$ 110,000 (Legacy)                        | \$ 2,200 (2018)                    |
| Lower Flint Stream     | N/A  | \$ 2,000 (2018)<br>\$ 170 (Legacy) |
| Lower Ogeechee         | \$ 750,000 (2018)                          | \$ 2,000 (2018)                    |
| Lower Savannah         | \$ 750,000 (2018)                          | \$ 2,000 (2018)                    |
| Lower Chattahoochee    | \$ 750,000 (2018)                          | \$ 2,000 (2018)                    |
| Middle Chattahoochee   | N/A  | \$ 2,400 (2018)                    |
| Satilla Stream         | N/A  | N/A                                |
| Tallapoosa             | \$ 800,000 (2018)                          | \$ 2,000 (2018)                    |
| Tennessee              | \$ 1,000,000 (2018)<br>\$ 125,000 (Legacy) | \$ 2,400 (2018)<br>\$ 200 (Legacy) |
| Upper Chattahoochee    | \$ 1,000,000 (2018)<br>\$ 125,000 (Legacy) | \$ 2,400 (2018)                    |
| Upper Coosa            | \$ 950,000 (2018)<br>\$ 118,750 (Legacy)   | N/A                                |
| Upper Flint            | N/A  | \$ 2,200 (2018)                    |
| Upper Ocmulgee Wetland | \$ 900,000 (2018)<br>\$ 112,500 (Legacy)   | N/A                                |
| Upper Oconee           | \$ 900,000 (2018)                          | \$ 2,200 (2018)                    |
| Upper Savannah         | \$ 900,000 (2018)<br>\$ 112,500 (Legacy)   | \$ 2,200 (2018)                    |
| Withlacoochee Stream   | N/A  | \$ 2,000 (2018)                    |

\*Listed cost includes 5% temporal loss fee and 5% admin fee. Costs subject to change.

\*\*"Pending" designation will be removed and credits will become available if/when future modification(s) are approved by the USACE.

#### AVAILABLE CREDITS / CONTACT INFORMATION

For additional information on credit availability or to purchase credits please contact Cole Huizinga and/or Michael Heneghan at the following address:

Georgia-Alabama Land Trust, Inc.  
226 Old Ladiga Road  
Piedmont, AL 36272

**Cole Huizinga, ILF Credit Sales POC**  
(903)249-5675  
chuizinga@galandtrust.org

**Mike Heneghan, ILF Director**  
(706)938-4004  
mheneghan@galandtrust.org



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** ABL-07-24 Thai Basil Cuisine, Inc.

**AGENDA DATE:** December 10, 2024

**DATE PREPARED:** November 27, 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 Thai Basil Cuisine Inc. to pour distilled spirits at the business location of 921 Moores Ferry Rd. Ste. E & F, 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 restaurant and holds a valid City of Villa Rica alcohol license to pour malt beverages and wine. The location has recently expanded into the adjacent suite and undergone renovations, including a bar.

**STAFF RECOMMENDATION:** Approval

**IMPACT:** None

**MOTION:** I move to approve the alcohol license application for Thai Basil Cuisine Inc. located at 921 Moores Ferry Rd. Ste. E & F., Villa Rica, GA 30180.



## Alcohol License Application

---

**INSTRUCTIONS:** Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed, and verified under oath by the applicant and filed in person by the applicant with the **Community Development Department, 1605 Carrollton Villa Rica Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be named the Licensee.

### NON-REFUNDABLE APPLICATION FEE

|                           |           |                             |          |                                       |          |
|---------------------------|-----------|-----------------------------|----------|---------------------------------------|----------|
| Package Malt Beverage     | \$100.00  | Pouring Restaurant - All    | \$100.00 | Pouring Private/Supper Club- All      | \$500.00 |
| Package Wine              | \$100.00  | Pouring Restaurant- Limited | \$100.00 | Pouring Private/Supper Club - Limited | \$500.00 |
| Package Distilled Sprints | \$1000.00 |                             |          |                                       |          |
| Wine Tasting              | \$100.00  | Wholesale Dealer            | \$500.00 | Alcohol Catering                      | \$100.00 |
| Growler                   | \$100.00  | Wine & Craft Beer Boutique  | \$100.00 | Special Event                         | \$100.00 |

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

**TYPE OF OUTLET**

|                                     |   |            |                                     |                            |
|-------------------------------------|---|------------|-------------------------------------|----------------------------|
| <input type="checkbox"/>            | Retail Package Distilled Spirits  | \$1,000.00 | <input type="checkbox"/>            | Retail Package Sales       |
| <input type="checkbox"/>            | Retail Package Malt Beverage  | \$200.00   | <input checked="" type="checkbox"/> | Restaurant                 |
| <input checked="" type="checkbox"/> | Pouring License Restaurant  | \$3,500.00 | <input type="checkbox"/>            | Special Event              |
| <input type="checkbox"/>            | Pouring License Supper Club   | \$5,000.00 | <input type="checkbox"/>            | Supper Club                |
| <input type="checkbox"/>            | Pouring License Private Club  | \$3,500.00 | <input type="checkbox"/>            | Private Club               |
| <input type="checkbox"/>            | Growler License (In Conjunction with Retail Package Malt Beverage & Wine License) | \$200.00   | <input type="checkbox"/>            | Wine & Craft Beer Boutique |
| <input type="checkbox"/>            | Retail Package Wine   | \$100.00   |                                     |                            |
| <input type="checkbox"/>            | Limited Pouring License Restaurant  | \$500.00   |                                     |                            |
| <input type="checkbox"/>            | Limited Pouring License Supper Club   | \$3,000.00 |                                     |                            |
| <input type="checkbox"/>            | Limited Pouring License Private Club  | \$500.00   |                                     |                            |
| <input type="checkbox"/>            | Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)       | \$500.00   |                                     |                            |
| <input type="checkbox"/>            | Wine Tasting (In Conjunction with Retail Package Wine License)                    | \$100.00   |                                     |                            |
| <input type="checkbox"/>            | Wine & Craft Beer Boutique  | \$500.00   |                                     |                            |
| <input type="checkbox"/>            | Wholesale Dealer  | \$500.00   |                                     |                            |

**\*PART I\***

**1. Name of Business:**

Thai Basil Cuisine INC.

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

Wanna Keoprasut 8881 Watkins Mill Rd Winston GA 30187  
Full Name Address

**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:**

921 Moores Ferry Rd Suite #F Villa Rica GA 30180

Phone Number: (678) 941-3709 (669) 889-8898  
Business Home/cell/other

Mailing Address: 921 Moores Ferry Rd Suite #F Villa Rica GA 30180

**5. Type of Ownership:**

Individual  Partnership  Corporation

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

Wanna Keoprasut 8881 Watkins Mill Rd Winston GA 30187  
Full Name Address

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

Rina Belphawan

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

Wanna Keopnasuc 48661 Watkins Mill Rd Winton GA 30189 51%  
Full Name Address % Interest

Pina Bolphawon 396 Oakhaven way Villavica GA 30180 49%  
Full Name Address % Interest

\_\_\_\_\_  
Full Name Address % Interest

**Describe the principal business of the Corporation/Partnership:**

Thai Basil Cuisine INC.

**6. Business Information:**

Federal Tax ID Number: 94-4998716 GA Sales Tax Number: 2027193606

Business License Number: 812201

**\*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

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 *N/A*

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?

Yes  No

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

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

9. Do you comply with the requirements of Regulation 560-2-2-38 below?  Yes  No  
*Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.*

10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?  
 Yes  No

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:  
a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?  Yes  No  
b. Any other misdemeanor within the past five (5) years?  Yes  No  
c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity?  Yes  No  
d. Convicted of selling alcohol to a minor within the past three (3) years?  
 Yes  No

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

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

Thailand  
Place of Birth

05/01/1967  
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:

Kevin Head Head Insurance 2019  
Name Residence/Business Address Years Known Phone #


Alcia White Even BBQ 2019 (404) 915-0793  
Name Residence/Business Address Years Known Phone #

Veangsay Boon 2017 (704) 349-0602  
Name Residence/Business Address Years Known Phone #

**\*PART III\***  
**VERIFICATION**

State of Georgia, Carroll County

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

  
Applicants Signature (FULL NAME IN INK)

I hereby certify that Wanna Keoprasut 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 27 day of August, 20 24.

Whitney Cox My Commission Expires: 3/17/2028  
Notary Public

(Seal)

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



**City of Villa Rica**

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

I (we) Thai Basil Cuisine INC.

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:

921 Moores Ferry Rd Villa Rica GA30180

Street Address

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

[Handwritten Signature]

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Wanna Keoprasut 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 December, 2024.

[Handwritten Signature: Whitney Cox]

Notary Public

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

AFFP  
THAI BASIL CUISINE

## Affidavit of Publication

STATE OF GEORGIA )  
COUNTY OF CARROLL ) SS

**PUBLIC NOTICE**  
THAI BASIL CUISINE has filed an application to sell alcoholic beverages on the premises 921 Moores Ferry Rd Villa Rica GA 30180 as a full pouring license restaurant. A public hearing on the application will be held on DECEMBER 10TH 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 678-640-1224 11/21

Rachael Raney, being duly sworn, says:

That she is publisher 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:

November 21, 2024

Publication Fees: \$ 27.00

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

SIGNED:

  
Subscribed to and sworn to me this 21st day of November 2024.



70120548 71106362

THAI BASIL  
921 MOORES FERRY RD STE E  
VILLA RICA, GA 30180



# LEASE

## 1. PARTIES

This Agreement made this 7th day of January, 2024, by and between S-G Management & Holding, LLC a New York limited liability company whose principal address is 1101 Deer Haven Dr Wellington FL 33470 (hereinafter called "Lessor") and Wanna Keopraseut, of 8870 Watkins Mill Rd Winston GA 30187 whose principal business known as Thai Basil\_921 Moore's Ferry Rd Villa Rica GA 30180 (hereinafter called "Lessee");

WITNESSETH:

## 2. PREMISES

That Lessor for and in consideration of the rents hereinafter reserved to be paid and of the covenants and agreements hereinafter mentioned, has and does hereby grant, demise and lease unto the Lessee approximately 2600 square feet of space known as Suites "E and F" in a shopping center of approximately 12,097 square feet located at 921 Moores Ferry Road & Georgia Highway 61, Villa Rica, Carroll County, Georgia (the "Shopping Center").

## 3. TERM / COMMENCEMENT DATE / OPTION

Five Years (5) or 60 month initial term and with Rent to Commence August 1st 2024 and will end July 31st 2029. Lessee will be granted possession of suite E Jan 31st 2024 allowing (6) six months as incentive / build out time and grand reopening to lessee before rent commences on Aug 1st 2024 for following (60) months term of the combined suites E and F. Lessee shall continue to pay rent on the original lease and its rental rate terms for suite F. Upon the rental commencement of the combined suites (E and F) on August 1st 2024 the original lease for suite F will be terminated (null and void).

Lessee shall have one (5) year option with (3%) increases on the base rent per year in said option period, provided the lessee is not in default of said lease. The option shall be exercised by lessee by giving lessor 180 days written notice of its intentions from the expiration of the current lease term for suites E and F.


## 4. TENANT IMPROVEMENTS

- a. The Landlord shall perform all maintenance of existing (2) Trane rooftop HVAC units including seasonal filters.  
The Landlord shall install new and longer sunbrella canvas awning to help with sun glare on storefront windows.  
The Landlord shall remove bushes in front of the suite if the tenant is

IN TESTIMONY WHEREOF, the above-named Lessor and above-named Lessee have executed this lease agreement, either original instruments or electronic signature.


LESSEE

Date 1/9/2024

BY:   
Wanna Keopraseut  
Thai Basil and Noodle

LESSOR

Date 1/9/2024

BY:   
Stephen Galarza  
S-G Management & Holding, LLC



---

**Public Hearing Date**

**City Council:** December 10, 2024

---

**Request:** Alcoholic Beverage License

**Project Description:** Pouring Restaurant- Malt Beverages, Wine & Distilled Spirits

**Applicant:** Thai Basil Cuisine, Inc.  
Licensee: Wanna Keopraseut  
8870 Watkins Mill Rd.  
Winston, GA 30187

**Location:** 921 Moores Ferry Rd. Ste. E & F., Land Lot 131, 6<sup>th</sup> District; Carroll Co., Ward 2

**Parcel Number(s):** V07 0100173

**Current Zoning:** C2 (Commercial Medium 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 C2 (Commercial Medium 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-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.*

Compliance: Yes

**Sec. 4-29 Investigation; Hearing:**

In accordance with the City of Villa Rica 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 Thai Basil Cuisine, Inc and Wanna Keopraseut, for the alcohol license to pour distilled spirits in addition to malt beverages and wine at 921 Moores Ferry Rd. Ste. E & F.



Whitney Cox  
Licensing Specialist

**Attachments:**

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



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** ABL-09-24 Shree Naiya, Inc. dba Brookside Cupboard

**AGENDA DATE:** December 10, 2024

**DATE PREPARED:** November 27, 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 Shree Naiya, Inc. dba Brookside Cupboard to sell package malt beverages and wine at the business location of 1238 Rockmart Rd., Villa Rica, GA 30180.

**BACKGROUND:** The applicant has complied with the ordinance with regard to the legal notification requirements and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location 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 has obtained sole ownership.

**STAFF RECOMMENDATION:** Approval

**IMPACT:** None

**MOTION:** I move to approve the alcohol license application for Shree Naiya, Inc. dba Brookside Cupboard located at 1238 Rockmart Rd., Villa Rica, GA 30180.



## Alcohol License Application

---

**INSTRUCTIONS:** Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed, and verified under oath by the applicant and filed in person by the applicant with the **Community Development Department, 1605 Carrollton Villa Rica Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be named the Licensee.

### NON-REFUNDABLE APPLICATION FEE

|                          |           |                             |          |                                       |          |
|--------------------------|-----------|-----------------------------|----------|---------------------------------------|----------|
| Package Malt Beverage    | \$100.00  | Pouring Restaurant – All    | \$100.00 | Pouring Private/Supper Club- All      | \$500.00 |
| Package Wine             | \$100.00  | Pouring Restaurant- Limited | \$100.00 | Pouring Private/Supper Club - Limited | \$500.00 |
| Package Distilled Sprits | \$1000.00 |                             |          |                                       |          |
| Wine Tasting             | \$100.00  | Wholesale Dealer            | \$500.00 | Alcohol Catering                      | \$100.00 |
| Growler                  | \$100.00  | Wine & Craft Beer Boutique  | \$100.00 | Special Event                         | \$100.00 |

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

**TYPE OF OUTLET**

|                                     |   |            |                                     |                            |
|-------------------------------------|---|------------|-------------------------------------|----------------------------|
| <input type="checkbox"/>            | Retail Package Distilled Spirits  | \$1,000.00 | <input checked="" type="checkbox"/> | Retail Package Sales       |
| <input checked="" type="checkbox"/> | Retail Package Malt Beverage  | \$200.00   | <input type="checkbox"/>            | Restaurant                 |
| <input type="checkbox"/>            | Pouring License Restaurant  | \$3,500.00 | <input type="checkbox"/>            | Special Event              |
| <input type="checkbox"/>            | Pouring License Supper Club   | \$5,000.00 | <input type="checkbox"/>            | Supper Club                |
| <input type="checkbox"/>            | Pouring License Private Club  | \$3,500.00 | <input type="checkbox"/>            | Private Club               |
| <input type="checkbox"/>            | Growler License (In Conjunction with Retail Package Malt Beverage & Wine License) | \$200.00   | <input type="checkbox"/>            | Wine & Craft Beer Boutique |
| <input checked="" type="checkbox"/> | Retail Package Wine   | \$100.00   |                                     |                            |
| <input type="checkbox"/>            | Limited Pouring License Restaurant  | \$500.00   |                                     |                            |
| <input type="checkbox"/>            | Limited Pouring License Supper Club   | \$3,000.00 |                                     |                            |
| <input type="checkbox"/>            | Limited Pouring License Private Club  | \$500.00   |                                     |                            |
| <input type="checkbox"/>            | Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)       | \$500.00   |                                     |                            |
| <input type="checkbox"/>            | Wine Tasting (In Conjunction with Retail Package Wine License)                    | \$100.00   |                                     |                            |
| <input type="checkbox"/>            | Wine & Craft Beer Boutique  | \$500.00   |                                     |                            |
| <input type="checkbox"/>            | Wholesale Dealer  | \$500.00   |                                     |                            |

**\*PART I\***

**1. Name of Business:**

SHREE NAIYA INC

---

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

SAMIR PATEL    801 TUPELO WAY VILLA RICA GEORGIA 30180

---

Full Name

Address

**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:**

1238 ROCKMART ROAD VILLA RICA GEORGIA 30180

---

Phone Number: 770-456-8200

404-642-6597

Business

Home/cell/other

Mailing Address: 1238 ROCKMART ROAD VILLA RICA GEORGIA 30180

---

**5. Type of Ownership:**

Individual

Partnership

Corporation

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

Full Name

Address

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

SHREE NAIYA INC

---

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

|             |                                 |            |
|-------------|---------------------------------|------------|
| SAMIR PATEL | 801 TUPELO WAY VILLA RICA 30180 | 100%       |
| Full Name   | Address                         | % Interest |

---

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

---

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

**Describe the principal business of the Corporation/Partnership:**

CONVINENCE STORE, FUEL, BEER, WINE, LOTTO

**6. Business Information:**

Federal Tax ID Number: 453934655 GA Sales Tax Number: 308271111

Business License Number: \_\_\_\_\_

**\*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

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 **N/A**

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

9. Do you comply with the requirements of Regulation 560-2-2-38 below?  Yes  No  
*Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.*

10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Sec. 4-29 of the Alcoholic Beverage Ordinance of the City of Villa Rica?  
 Yes  No

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:  
a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?  Yes  No  
b. Any other misdemeanor within the past five (5) years?  Yes  No  
c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity?  Yes  No  
d. Convicted of selling alcohol to a minor within the past three (3) years?  
 Yes  No

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

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**

**04/15/1977**

Place of Birth

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:**

|              |                                     |             |              |
|--------------|-------------------------------------|-------------|--------------|
| AMIT PATEL   | 2000 MIRROR LAKE BLVD VILLA RICA GA | 12          | 770-459-0710 |
| Name         | Residence/Business Address          | Years Known | Phone #      |
| VISHAL PATEL | 8206 WOODS WALK VILLA RICA GA       | 40          | 609-424-7587 |
| Name         | Residence/Business Address          | Years Known | Phone #      |
| HETAL PATEL  | 9847CANOGATE BLVD VILLA RICA        | 10          | 404-834-7831 |
| Name         | Residence/Business Address          | Years Known | Phone #      |

**\*PART III\***  
**VERIFICATION**

State of Georgia, CARROLL County

I, SAMIR 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.

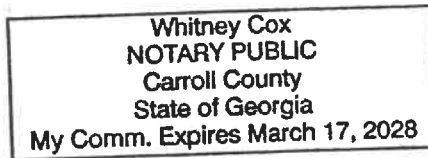
S. S. Patel 2  
Applicants Signature (FULL NAME IN INK)

I hereby certify that SAMIR 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 12 day of November, 20 24.

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) SHREE NAIYA INC SAMIR PATEL

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:

1238 ROCKMART ROAD VILLA RICA GEORGIA 30180

Street Address

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

Samir Patel

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that SAMIR PATEL signed his or her

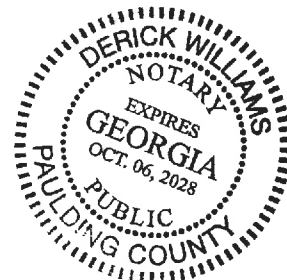
Applicant

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 25 day of November, 20 24.

Ken Currier

Notary Public



AFFP  
PATEL LIQUOR LICENSE

## Affidavit of Publication

STATE OF GEORGIA }  
COUNTY OF CARROLL } SS

### PUBLIC NOTICE

Samir S. Patel has filed an application to sell alcoholic beverages on the premises 1238 Rockmart Road, Villa Rica Georgia 30180 as a retail package sales. A public hearing on the application will be held on December 10, 2024 at 6:00 pm at the Holt-Bishop Justice Center. Municipal Court Room 101 Main Street, Villa Rica Georgia. For addition information on this application, contact the Community Development Department at (678) 840-1224.  
11/16

Rachael Raney, being duly sworn, says:

That she is publisher 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:

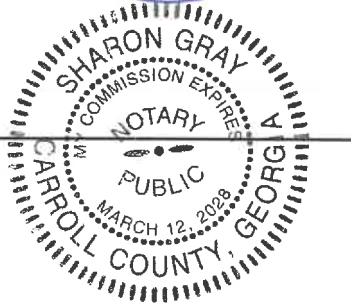
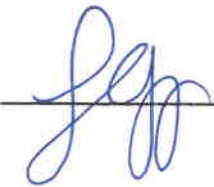
November 16, 2024

Publication Fees: \$ 42.00

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

SIGNED

Subscribed to and sworn to me this 16th day of November 2024.



70129678 71103150

SHREE NAIYA CORPORATION  
1238 ROCKMART RD  
VILLA RICA , GA 30180

AFFP  
PATEL LIQUOR LICENSE

## Affidavit of Publication

STATE OF GEORGIA }  
COUNTY OF DOUGLAS } SS

### PUBLIC NOTICE

Samir S. Patel has filed an application to sell alcoholic beverages on the premise 1238 Rockmart Road, Villa Rica Georgia 30180 as a retail package sales. A pub hearing on the application will be held on December 10, 2024 at 6:00 pm at the Bishop Justice Center. Municipal Court Room 101 Main Street. Villa Rica Georgia. For addition information on this application, contact the Community Development Department at (678) 840-1224.

11/16

Rachael Raney, being duly sworn, says:

That she is Publisher of the Douglas County Sentinel, a newspaper of general circulation, printed and published in Douglasville, Douglas County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

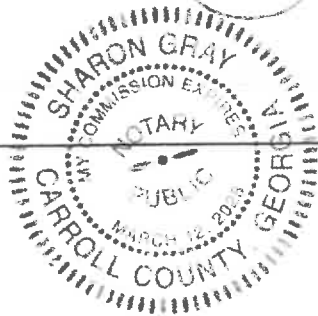
November 16, 2024

Publication Fees. \$ 42.00

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

SIGNED:

Subscribed to and sworn to me this 16th day of November 2024.



70129678 71103150

SHREE NAIYA CORPORATION  
1238 ROCKMART RD  
VILLA RICA , GA 30180



## LEASE AGREEMENT

THIS LEASE AND AGREEMENT (the "Lease") is made and entered into effective as of the 12<sup>th</sup> day of November, 2024, by and between RUCHI REALTY, LLC, a Georgia limited liability company (the "Landlord"), and SHREE NAIYA INC, a Georgia For-Profit Corporation ( the "Tenant").

### W I T N E S S E T H:

WHEREAS, Landlord or Landlord's affiliate is the owner of fee simple title to certain real property located in the County of Carroll, State of Georgia and described in Exhibit A attached hereto (the "Land") located at 1238 Rockmart Road, being Carroll County Map/Parcel No. V03 0120380, together with related site improvements (the Land and the Improvements, together with all licenses, rights, privileges and easements appurtenant thereto shall be collectively referred to herein as the "Premises");

WHEREAS, Tenant desires to lease from Landlord, and Landlord, in and for consideration has agreed to lease to Tenant the Premises upon the terms and conditions as more particularly hereinafter provided and described;

NOW, THEREFORE, for and in consideration of the premises hereof, the sums of money to be paid hereunder, and the mutual and reciprocal obligations undertaken herein, the parties hereto do hereby covenant, stipulate and agree as follows:

### ARTICLE I.

#### AGREEMENT TO LEASE

1.1 Demise. Landlord does hereby demise, let and lease unto Tenant, and Tenant does hereby hire, lease and take as Tenant from Landlord the entire Premises upon those terms and conditions hereinafter set forth.

1.2 Condition. Tenant acknowledges and agrees that the Premises is and shall be leased by Landlord to Tenant in its present "as is" condition and that Landlord makes absolutely no representations or warranties whatsoever with respect to the Premises or the condition thereof. Tenant acknowledges that Landlord has not investigated and does not warrant or represent to Tenant that the Premises is fit for the purposes intended by Tenant or for any other purpose or purposes whatsoever, and Tenant acknowledges that the Premises is to be leased to Tenant in its existing condition, i.e., "as-is", on and as of the Effective Date. Tenant acknowledges that Tenant shall be solely responsible for any and all actions, repairs, permits, approvals and costs required for the rehabilitation, renovation, use, occupancy and operation of the Premises in accordance with applicable governmental requirements, including, without limitation, all governmental charges and fees, if any, which may be due or payable to applicable authorities. Tenant agrees that, by leasing

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed on or as of the day and year first above written.

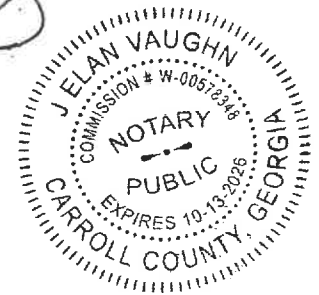
“LANDLORD”

RUCHI REALTY, LLC

By: S. S. Patel  
Name: Samir S. Patel  
Title: Managing Member

[Signature]  
Witness

[Signature]  
Notary Public



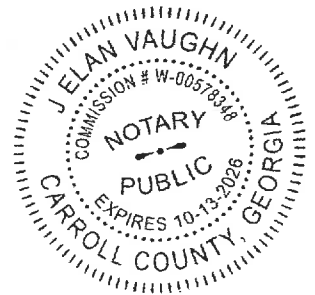
“TENANT”

SHREE NAIYA INC

By: S. S. Patel  
Name: Samir S. Patel  
Title: CEO

[Signature]  
Witness

[Signature]  
Notary Public





---

**Public Hearing Date**

**City Council:** December 10, 2024

---

**Request:** Alcoholic Beverage License

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

**Applicant:** Shree Naiya, Inc. dba Brookside Cupboard  
Licensee: Samir Patel  
801 Tupelo Way  
Villa Rica, GA 30180

**Location:** 1238 Rockmart Rd., Land Lot 222, 6<sup>th</sup> District; Carroll Co., Ward 3

**Parcel Number(s):** V03 0120380

**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-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.*

Compliance: **Yes**

**Sec. 4-29 Investigation; Hearing:**

In accordance with the City of Villa Rica 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 Shree Naiya, Inc. dba Brookside Cupboard and Samir Patel, for the alcohol license to sell packaged malt beverages and wine at 1238 Rockmart Rd.



Whitney Cox  
Licensing Specialist

**Attachments:**

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



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** ABL-10-24 5 Star Food Mart, LLC

**AGENDA DATE:** December 10, 2024

**DATE PREPARED:** November 27, 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 5 Star Food Mart, LLC to sell retail package malt beverages and wine at the business location of 205 S. Carroll Rd., Villa Rica, GA 30180.

**BACKGROUND:** The applicant has complied with the ordinance with regard to the legal notification requirements and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location 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 has taken over ownership.

**STAFF RECOMMENDATION:** Approval

**IMPACT:** None

**MOTION:** I move to approve the alcohol license application for 5 Star Food Mart, LLC located at 205 S. Carroll Rd., Villa Rica, GA 30180.



## City of Villa Rica Alcohol License Application

**INSTRUCTIONS:** Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Office of the City Manager, Villa Rica City Hall, 571 West Bankhead Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and a check for the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a Partnership shall be issued in the name of the Partnership and in the name of one of the partners who shall be the named Licensee. A license issued to a Corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority Stockholder or a Principal Officer of the Corporation; and such majority Stockholder or Officer shall be the named Licensee. A license issued to a Corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the Officer or Employee of the Corporation primarily responsible for the operation of the licensed premises; and such Officer or Employee shall be named the Licensee.

### NON-REFUNDABLE APPLICATION FEE

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

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

- |                                     |   |            |
|-------------------------------------|---|------------|
| <input checked="" type="checkbox"/> | Retail Package Malt Beverages & Wine  | \$300.00   |
| <input type="checkbox"/>            | Retail Package Malt Beverage  | \$200.00   |
| <input type="checkbox"/>            | Pouring License Restaurant  | \$3,500.00 |
| <input type="checkbox"/>            | Pouring License Private Club  | \$5,000.00 |
| <input type="checkbox"/>            | Pouring License Private Club  | \$3,500.00 |
| <input type="checkbox"/>            | Growler License (In Conjunction with Retail Package Malt Beverage & Wine License) | \$200.00   |
| <input type="checkbox"/>            | Retail Package Wine   | \$100.00   |
| <input type="checkbox"/>            | Limited Pouring License Restaurant  | \$500.00   |
| <input type="checkbox"/>            | Limited Pouring License Supper Club   | \$3,000.00 |
| <input type="checkbox"/>            | Limited Pouring License Private Club  | \$500.00   |
| <input type="checkbox"/>            | Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)       | \$500.00   |
| <input type="checkbox"/>            | Wine Tasting (In Conjunction with Retail Package Wine License)                    | \$100.00   |
| <input type="checkbox"/>            | Wine & Craft Beer Boutique  | \$500.00   |

### TYPE OF OUTLET

- |                                     |                            |
|-------------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | Retail Package Sales       |
| <input type="checkbox"/>            | Restaurant                 |
| <input type="checkbox"/>            | Special Event              |
| <input type="checkbox"/>            | Supper Club                |
| <input type="checkbox"/>            | Private Club               |
| <input type="checkbox"/>            | Wine & Craft Beer Boutique |

**\*PART I\***

1. Type of Ownership

Individual

Partnership

Corporation

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

Full Name

Address

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

5 STAR FOOD MART LLC

Federal Tax ID: 99-1462027

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

SUNITA KARKI 2232 ORCHARD PARK CIR NW KENNESAW, GA 30152 80%

Full Name Address % Interest

SURESH CHAND 2232 ORCHARD PARK CIR NW KENNESAW, GA 30152 20%

Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Describe the principle business of the Corporation/Partnership:

GAS STATION AND CONVENIENCE STORE

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

SUNITA KARKI - 2232 ORCHARD PARK CIR NW KENNESAW, GA 30152

Full Name

Address

2. Is the above address your legal and bona-fide place of domicile?  Yes  No

3. Trade Name of business for which application is made:

FOOD MART

---

4. Address of business for which application is made:

205 S CARROLL RD VILLA RICA, GA 30180

---

Phone Number: 770-309-3494

---

Business

Home

Mailing Address: 205 S CARROLL RD VILLA RICA, GA 30180

---

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

**\*PART II\***

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

---

---

---

2. Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?

Yes  No

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

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance in the City of Villa Rica?

Yes  No

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

- A copy of the Deed to the premises to be licensed, if owned by applicant.
- A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
- In the case of a Partnership, a copy of the Partnership Agreement.
- In the case of a Corporation, a copy of the Articles of Incorporation.
- A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district that has been approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

Yes  No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?

Yes  No ITS EXISTING BUSINESS.

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

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

9. Do you comply with the requirements of Regulation 560-2-2-38 below?  Yes  No  
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?  
 Yes  No

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:  
a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?  Yes  No  
b. Any other misdemeanor within the past five (5) years?  Yes  No  
c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity?  Yes  No  
d. Convicted of selling alcohol to a minor within the past three (3) years?  
 Yes  No

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

---

---

---

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

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

|               |           |  |                       |
|---------------|-----------|--|-----------------------|
| IMRAN MANSURI | GA        | 1224 SMITHWELL PT NW<br>KENNESAW GA 30152      | 5 YEARS               |
| Name          | Residence | Business Address                               | Number of Years Known |
| RAJU KARKI    | GA        | 2232 ORCHARD PARK CIR NW<br>KENNESAW, GA 30152 | 6 YEARS               |
| Name          | Residence | Business Address                               | Number of Years Known |
| SAMIR SOMANI  | GA        | 1126 LAKESHORE CITY VILLARICA GA 30180         | 5 YEARS               |
| Name          | Residence | Business Address                               | Number of Years Known |

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

|                |               |
|----------------|---------------|
| NEPAL          | 01/22/1989    |
| Place of Birth | Date of Birth |

**\*PART III\***  
**VERIFICATION**

State of Georgia, GWINNETT County

I, SUNITA KARKI, 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.

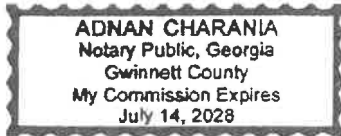
SUNITA KARKI *Sunita*  
Applicants Signature (FULL NAME IN INK)

I hereby certify that SUNITA KARKI 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 27<sup>TH</sup> day of Sept, 20 24.

*Adnan Charania* My Commission Expires: 7-14-28  
Notary Public

(Seal)





# City of Villa Rica Application for Original Alcoholic Beverage License Public Notice (Sign) Sworn Statement

I (we) 5 Star Food Mart 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:

205 S. Carroll Rd 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.

Sunita Karki

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Sunita Karki 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 6 day of December 20 24

Notary Public

**HALEY PERRY**  
NOTARY PUBLIC  
Cobb County  
State of Georgia  
My Comm. Expires Jan. 19, 2026

AFFP  
ALCOHOL HEARING 12/10

## Affidavit of Publication

STATE OF GEORGIA }  
COUNTY OF CARROLL } SS

CITY OF VILLA RICA  
ALCOHOL LICENSE  
ADVERTISEMENT  
PUBLIC NOTICE

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:

November 21, 2024  
November 28, 2024  
December 05, 2024


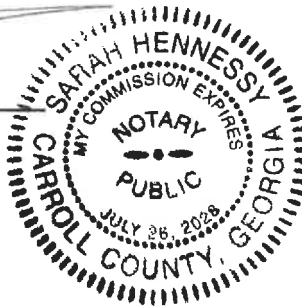
Publication Fees: \$ 57.00

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

SIGNED:



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

70128481 71107468

SUNITA KARLI  
205 SOUTH CARROLL RD  
VILLA RICA, GA 30180

OBALLO

City of Villa Rica

**ALCOHOL LICENSE ADVERTISEMENT**

**Public Notice**

SUNITA KARKI has filed an application to sell alcoholic beverages on premises of located at 205 S CARROLL RD VILLA RICA, GA 30180 as a **RETAIL BEER AND WINE LICENSE**. A public

hearing on the application will be held on Dec 19<sup>th</sup> 2024 **TH, 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

10/21/2024

No S

CO

WINE OF THE

URV

THIRD PEP

THIRD PEP

## GUARANTY OF LEASE

The undersigned, **SURESH CHAND BAHADUR**, whose address is 2232 ORCHARD PARK CIR NW, KENNESAW, GA 30152 (hereinafter referred to as, "Guarantor"), as a material inducement to an in consideration of **IMRAN MANSURI**, a Georgia Resident (hereinafter referred to as "Landlord") entering into a written Lease Agreement (hereinafter referred to as "Lease") with **5 STAR FOOD MART LLC** (hereinafter referred to as "Tenant"), dated MARCH 1 2024, pursuant to which Landlord will lease to Tenant and Tenant will lease from Landlord, premises located at 205 S CARROLL RD, VILLA RICA, Georgia, 30180 unconditionally and absolutely guarantee and promise, to and for the benefit of Landlord, its successors, that Tenant shall perform the provisions of the Lease that Tenant is to perform, including, but not limited to, payment of Minimum Rental, Additional Rent and any and all other sums, charges, costs and expenses payable by Tenant and Tenant's successors and assigns, under the Lease and the full performance and observance of all of the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, and Tenant's successors and assigns. The defined terms used herein shall have the same meanings as set forth in the Lease.

If Guarantor is more than one person, Guarantor's obligations are joint and several and are independent of Tenant's obligations under the Lease and shall not be discharged except by payment to and receipt by Landlord of all sums due under the Lease. A separate action may be brought or prosecuted against any Guarantor whether the action is brought or prosecuted against any other Guarantor or any other guarantors, Assignor, Tenant, or all, or whether any other Guarantor or guarantors, Assignor or Tenant, or all, are joined in the action

Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guarantee.

The provisions of the Lease may be changed by agreement between Landlord and Tenant, or their respective successors or assigns, at any time, or by course of conduct, without the consent of or without notice to Guarantor, including, without limitation, the rental obligations of Tenant, the term of the Lease or the time for performance of any obligation thereunder, or the release, compromise or settlement of any Lease obligations. This Guarantee shall guarantee the performance of the Lease as changed. Assignment of the Lease (as permitted by the Lease) shall not affect this Guarantee.

This Guarantee shall not be affected by Landlord's failure or delay to enforce any of its rights or Landlord's promptness in commencing or diligence in prosecuting suit.

If Tenant defaults under the Lease, Landlord can proceed immediately against Guarantor, any other guarantor, Assignor or Tenant, or all such parties collectively, without prior notice to Guarantor, or Landlord can enforce against Guarantor, any other guarantor, Assignor or Tenant, or all such parties collectively, any rights that it has under the Lease or pursuant to applicable laws. If the Lease terminates and Landlord has any rights it can enforce against Tenant after termination, Landlord can enforce those rights against Guarantor without giving previous notice to Tenant, any other guarantor or Assignor, and without making any demand on any of them. This Guarantee is a guarantee of payment and not of collection.

Guarantor waives the right to require Landlord to (1) proceed against Tenant; (2) proceed against or exhaust any security that Landlord holds from Tenant, any other guarantor or Assignor; or (3) pursue any other remedy in Landlord's power. Guarantor waives any defense by reason of any disability of Tenant, any other guarantor or Assignor, including but not limited to any limitation on the liability or obligation of Tenant, any other guarantor or Assignor under the Lease or their estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the national bankruptcy laws or other statutes, or from the decision of any court, and waives any other defense based on the termination of Tenant's liability, and/or any other guarantor's and/or Assignor's liability from any cause whatsoever. Until all of Tenant's obligations to Landlord have been discharged in full, Guarantor has no right of subrogation against Tenant, any other guarantor or Assignor. Guarantor waives Guarantor's rights to enforce any remedies that Landlord now has, or later may have against Tenant, any other guarantor or Assignor. Guarantor waives any right to participate in any security now or

So Executed,      day of MARCH, 2024.

Lessor: Imran Mansuri

\_\_\_\_\_  
Tenant: 5 STAR FOOD MART LLC

\_\_\_\_\_  
By: Imran Mansuri

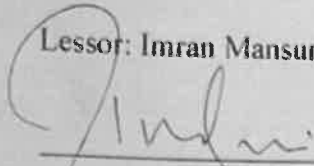
\_\_\_\_\_  
By: SURESH CHAND BAHADUR

Its President

**Notary as to all signatures:** \_\_\_\_\_

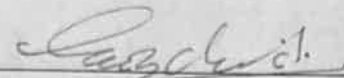
So Executed, this day of MARCH, 2024.

Lessor: Imran Mansuri

  
\_\_\_\_\_

By: Imran Mansuri

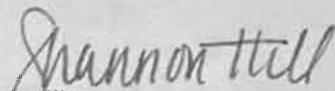
Tenant: 5 STAR FOOD MART LLC

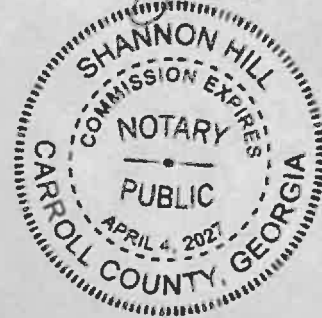
  
\_\_\_\_\_

By: SURESH CHAND BAHADUR

Its President

Notary as to all signatures:   
\_\_\_\_\_

Notary as to all signatures: 




This Guarantee may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.

This Guarantee shall be governed by, and construed in accordance with, the laws of the State of Georgia.

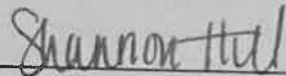
IN WITNESS WHEREOF, Guarantors have set their hands the day and year first above written.

**GUARANTOR**

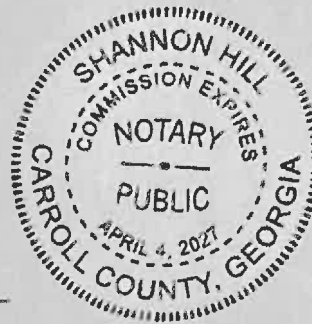


**SURESH CHAND BAHADUR**

Sworn to and subscribed before me.  
This 26 day of MARCH 2024



Notary Public





---

**Public Hearing Date**

**City Council:** December 10, 2024

---

**Request:** Alcoholic Beverage License

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

**Applicant:** 5 Star Food Mart, LLC  
Licensee: Sunita Karki  
2232 Orchard Park Cir. NW  
Kennesaw, GA 30152

**Location:** 205 S. Carroll Rd., Land Lot 161, 3<sup>rd</sup> District; Carroll Co., Ward 5

**Parcel Number(s):** V07 0060018

**Current Zoning:** CMU (Commercial Mixed Use)

**Current Land Use:** Commercial

---

**Location and Zoning Requirements:**

The Alcohol Beverage Ordinance regulates location and zoning statues of the property proposed for selling 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 CMU (Commercial Mixed Use).

**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-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.*

Compliance: Yes

**Sec. 4-29 Investigation; Hearing:**

In accordance with the City of Villa Rica 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 5 Star Food Mart LLC and Sunita Karki for the alcohol license to sell retail package malt beverages & wine at 205 S. Carroll Rd.



Whitney Cox  
Licensing Specialist

**Attachments:**

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



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** ABL-11-24 Gabes Downtown Douglasville, LLC

**AGENDA DATE:** December 10, 2024

**DATE PREPARED:** November 27, 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 Gabes Downtown Douglasville, LLC to pour malt beverages, wine and distilled spirits at the business location of 129 Main St., 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 moving back into the central business district after being closed since 2022.

**STAFF RECOMMENDATION:** Approval

**IMPACT:** None

**MOTION:** I move to approve the alcohol license application for Gabes Downtown Douglasville, LLC located at 129 Main St., Villa Rica, GA 30180.



## Alcohol License Application

ABL-11-24

**INSTRUCTIONS:** Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed, and verified under oath by the applicant and filed in person by the applicant with the **Community Development Department, 1605 Carrollton Villa Rica Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be named the Licensee.

### NON-REFUNDABLE APPLICATION FEE

|                           |           |                             |          |                                       |          |
|---------------------------|-----------|-----------------------------|----------|---------------------------------------|----------|
| Package Malt Beverage     | \$100.00  | Pouring Restaurant – All    | \$100.00 | Pouring Private/Supper Club- All      | \$500.00 |
| Package Wine              | \$100.00  | Pouring Restaurant- Limited | \$100.00 | Pouring Private/Supper Club - Limited | \$500.00 |
| Package Distilled Sprints | \$1000.00 |                             |          |                                       |          |
| Wine Tasting              | \$100.00  | Wholesale Dealer            | \$500.00 | Alcohol Catering                      | \$100.00 |
| Growler                   | \$100.00  | Wine & Craft Beer Boutique  | \$100.00 | Special Event                         | \$100.00 |

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

**TYPE OF OUTLET**

- |                                     |   |            |
|-------------------------------------|---|------------|
| <input type="checkbox"/>            | Retail Package Distilled Spirits  | \$1,000.00 |
| <input type="checkbox"/>            | Retail Package Malt Beverage  | \$200.00   |
| <input checked="" type="checkbox"/> | Pouring License Restaurant  | \$3,500.00 |
| <input type="checkbox"/>            | Pouring License Supper Club   | \$5,000.00 |
| <input type="checkbox"/>            | Pouring License Private Club  | \$3,500.00 |
| <input type="checkbox"/>            | Growler License (In Conjunction with Retail Package Malt Beverage & Wine License) | \$200.00   |
| <input type="checkbox"/>            | Retail Package Wine   | \$100.00   |
| <input type="checkbox"/>            | Limited Pouring License Restaurant  | \$500.00   |
| <input type="checkbox"/>            | Limited Pouring License Supper Club   | \$3,000.00 |
| <input type="checkbox"/>            | Limited Pouring License Private Club  | \$500.00   |
| <input type="checkbox"/>            | Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)       | \$500.00   |
| <input type="checkbox"/>            | Wine Tasting (In Conjunction with Retail Package Wine License)                    | \$100.00   |
| <input type="checkbox"/>            | Wine & Craft Beer Boutique  | \$500.00   |
| <input type="checkbox"/>            | Wholesale Dealer  | \$500.00   |

- |                                     |                            |
|-------------------------------------|----------------------------|
| <input type="checkbox"/>            | Retail Package Sales       |
| <input checked="" type="checkbox"/> | Restaurant                 |
| <input type="checkbox"/>            | Special Event              |
| <input type="checkbox"/>            | Supper Club                |
| <input type="checkbox"/>            | Private Club               |
| <input type="checkbox"/>            | Wine & Craft Beer Boutique |

**\*PART I\***

**1. Name of Business:**

Grapes Dountain Douglasville LLC

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

Samuel Grape Toys 5080 Post Rd Winston GA, 30187  
Full Name Address

**3. Is the above address your legal and bona-fide place of domicile?**

Yes  No  
*S.G.T.*

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:**

129 main st. Villa Rica GA 30180

**Phone Number:**

Business

Home/cell/other

**Mailing Address:** 129 main st. Villa Rica GA 30180

**5. Type of Ownership:**

Individual

Partnership

Corporation

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

Full Name

Address

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

mise en place Restaurant Group LLC

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

Samuel Toups 5080 Past Rd Winston, GA  
Full Name Address % Interest

Taynara Toups 5080 Past Rd Winston, GA  
Full Name Address % Interest

Full Name Address % Interest

**Describe the principal business of the Corporation/Partnership:**

**6. Business Information:**

Federal Tax ID Number: 47-1676389 GA Sales Tax Number: 308-3090954

Business License Number: \_\_\_\_\_

**\*PART II\***

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

Catering events, Holidays, special events. We will invite local bands to come play.

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

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

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

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

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 Sec. 4-29 of the Alcoholic Beverage Ordinance of the City of Villa Rica?  
 Yes  No

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:
- a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?  Yes  No
  - b. Any other misdemeanor within the past five (5) years?  Yes  No
  - c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity?  Yes  No
  - d. Convicted of selling alcohol to a minor within the past three (3) years?  
 Yes  No

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

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

Broussard, Lt  
Place of Birth

11/9/1977  
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:

|                 |                            |             |              |
|-----------------|----------------------------|-------------|--------------|
| TRICIA Langford | 9062 Beward Rd             | (34)        | 404-694-7875 |
| Name            | Residence/Business Address | Years Known | Phone #      |
| John Bleakley   | 209 W Shore Dr.            | (10)        | 710-883-2777 |
| Name            | Residence/Business Address | Years Known | Phone #      |
| Lisa Blacker    | 3861 HWY. 166              | (5)         | 710-639-7409 |
| Name            | Residence/Business Address | Years Known | Phone #      |

**\*PART III\***  
**VERIFICATION**

State of Georgia, Carroll County

I, Samuel "Gabe" Toups, 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.

[Signature]  
Applicants Signature (FULL NAME IN INK)

I hereby certify that Samuel Toups 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 28th day of October, 2024.

[Signature] My Commission Expires: 1-17-2026  
Notary Public

(Seal)





**City of Villa Rica**  
**Application for Original Alcoholic Beverage License**  
**Public Notice (Sign) Sworn Statement**

I (we) Gabes Downtown Douglasville 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:

129 Main St. 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] Samuel Gabe Toups

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Samuel Gabe Toups 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 27 day of November, 2024.

[Signature]

Notary Public

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

AFFP  
LIQUOR LICENSE

**Affidavit of Publication**

STATE OF GEORGIA }  
COUNTY OF CARROLL } SS

CITY OF VILLA RICA  
PUBLIC NOTICE

GABE'S DOWNTOWN DOUGLASVILLE LLC has filed an application to sell alcoholic beverages on the premises 129 MAIN ST. VILLA RICA, GA 30180 as a restaurant pouring license. A public hearing on the application will be held on DECEMBER 10, 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 the application, contact the Community Development Department at (678) 840-1224. 11/16, 11/23

Rachael Raney, being duly sworn, says:

That she is publisher 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:

November 16, 2024  
November 23, 2024

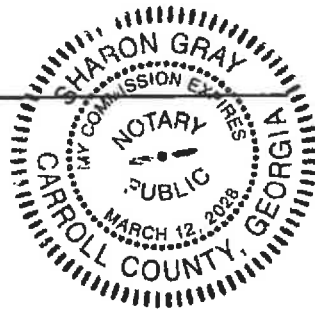
Publication Fees: \$ 72.00

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

SIGNED:

*[Handwritten signature]*  
\_\_\_\_\_  
Subscribed to and sworn to me this 23rd day of November 2024.

*[Handwritten signature]*  
\_\_\_\_\_  
Notary Public



70129039 71098916

GABE TOUPS  
5080 POST RD  
WINSTON, GA 30187

AFFP  
LIQUOR LICENSE

## Affidavit of Publication

STATE OF GEORGIA }  
COUNTY OF DOUGLAS } SS

CITY OF VILLA RICA  
PUBLIC NOTICE

GABE'S DOWNTOWN DOUGLASVILLE LLC has filed an application to sell alcoholic beverages on the premises 129 MAIN ST. VILLA RICA, GA 30180 as a restaurant pouring license. A public hearing on the application will be held on DECEMBER 10, 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 the application, contact the Community Development Department at (678) 840-1224.  
11/16, 11/23

Rachael Raney, being duly sworn, says:

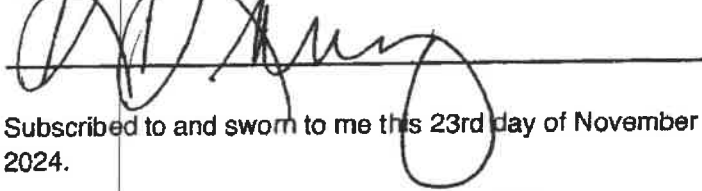
That she is Publisher of the Douglas County Sentinel, a newspaper of general circulation, printed and published in Douglasville, Douglas County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

November 16, 2024  
November 23, 2024

Publication Fees: \$ 72.00

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

SIGNED:



Subscribed to and sworn to me this 23rd day of November 2024.



70129039 71098916

GABE TOUPS  
5080 POST RD  
WINSTON, GA 30187



**Commercial Lease Agreement**

This Lease dated 12-3-24 is made by among KD Villa Rica, LLC (hereinafter "Landlord") and Gobes Downtown Douglasville LLC (hereinafter "Tenant").

**1. Premises:**

Landlord, for and consideration of the rents, covenants, agreements, and stipulations provided herein to be paid, kept, and performed by Tenant, leases and takes upon the terms and conditions set forth herein, that building located at and known as 129 Main Street, Villa Rica, Georgia 30180 (hereinafter the "Premises"). No easement for light or air is included in the Premises.

**2. Term:**

The Tenant shall have and hold the Premises for a term of 10 days, beginning on the December 7th 2024 and ending at 11:59 p.m. on the December 17th 2024 unless terminated sooner pursuant to the provisions herein.

**3. Rental:**

Tenant agrees to pay Landlord, or Landlord's successors or assigns, without deduction or setoff, rent in monthly installments of 6800 on the first day of each calendar month during the term. Rent shall be considered past due if not paid by 5:00 p.m. on the 5th day of the calendar month and therefore subject to Section 4 herein. Rent shall be paid at 3390 Lake Breeze Court, Villa Rica, Georgia 30180.

**4. Late Charges:**

If Tenant fails to pay all or any portion of a rent payment by 5:00 p.m. on the 5th day of the calendar month, then Tenant shall pay Landlord, as additional rent, a late charge equal to *ten percent (10%)* of the rental amount. The Parties agree that such late charge represents a fair and reasonable estimate of the costs incurred by Landlord due to Tenant's late payment.

**5. Security Deposit:**

Upon execution of this Lease, Tenant shall pay a Security Deposit in the amount of 7000 and Landlord accepts that Security Deposit for all purposes under this Lease.

Tenant's Security Deposit shall be held by Landlord, without liability to Tenant for any interest thereon, as security for the full and faithful performance by Tenant of

amendment, change or addition to this Lease, except as to changes and additions to the Rules and Regulations attached as Exhibit B, shall be binding upon Landlord or Tenant unless reduced to writing and signed by Landlord and Tenant.

**35. Special Stipulations:**

Any special stipulations are set forth in Exhibit A. Insofar as said Special Stipulations conflict with any of the foregoing provisions, said Special Stipulations shall control.

Tenant acknowledges that Tenant has read and understands the terms of this Lease and has received a copy of it.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Lease to be executed and delivered on the date hereinabove set out.

LANDLORD:

KD Villa Rica, LLC

\_\_\_\_\_  
By: RL Shry (print)  
Landlord's Authorized Agent  
Date: 11/12/24

TENANT:

\_\_\_\_\_  
By: Gabe Toups (print)  
Tenant's Owner or Authorized Agent  
Date: 11/12/24



---

**Public Hearing Date**

**City Council:** December 10, 2024

---

**Request:** Alcoholic Beverage License

**Project Description:** Pouring Restaurant- Malt Beverages, Wine & Distilled Spirits

**Applicant:** Gabes Downtown Douglasville, LLC  
Licensee: Samuel Gabe Toups  
5080 Post Rd.  
Winston, GA 30187

**Location:** 129 Main St., Land Lot 161, 6<sup>th</sup> District; Carroll Co., Ward 1

**Parcel Number(s):** V01 0030004

**Current Zoning:** CBD (Central Business District)

**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 CBD (Central Business District).

**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-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.*

Compliance: Yes

**Sec. 4-29 Investigation; Hearing:**

In accordance with the City of Villa Rica 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 Gabes Downtown Douglasville, LLC and Samuel Gabe Toups, for the alcohol license to pour malt beverages, wine and distilled spirits at 129 Main St.



Whitney Cox  
Licensing Specialist

**Attachments:**

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



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** ABL-12-24 Nextgen Nexus Inc. dba Junior Food Store

**AGENDA DATE:** December 10, 2024

**DATE PREPARED:** November 27, 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 Nextgen Nexus Inc. dba Junior Food Store to sell package malt beverages and wine at the business location of 516 Dallas Hwy., 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 listed as the new licensee.

**STAFF RECOMMENDATION:** Approval

**IMPACT:** None

**MOTION:** I move to approve the alcohol license application for Nextgen Nexus Inc. dba Junior Food Store located at 516 Dallas Hwy., Villa Rica, GA 30180.



## Alcohol License Application

ABL-12-24

**INSTRUCTIONS:** Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed, and verified under oath by the applicant and filed in person by the applicant with the **Community Development Department, 1605 Carrollton Villa Rica Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be named the Licensee.

### NON-REFUNDABLE APPLICATION FEE

|                          |           |                             |          |                                       |          |
|--------------------------|-----------|-----------------------------|----------|---------------------------------------|----------|
| Package Malt Beverage    | \$100.00  | Pouring Restaurant – All    | \$100.00 | Pouring Private/Supper Club- All      | \$500.00 |
| Package Wine             | \$100.00  | Pouring Restaurant- Limited | \$100.00 | Pouring Private/Supper Club - Limited | \$500.00 |
| Package Distilled Sprits | \$1000.00 |                             |          |                                       |          |
| Wine Tasting             | \$100.00  | Wholesale Dealer            | \$500.00 | Alcohol Catering                      | \$100.00 |
| Growler                  | \$100.00  | Wine & Craft Beer Boutique  | \$100.00 | Special Event                         | \$100.00 |

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

**TYPE OF OUTLET**

- |                                     |   |            |
|-------------------------------------|---|------------|
| <input type="checkbox"/>            | Retail Package Distilled Spirits  | \$1,000.00 |
| <input checked="" type="checkbox"/> | Retail Package Malt Beverage  | \$200.00   |
| <input type="checkbox"/>            | Pouring License Restaurant  | \$3,500.00 |
| <input type="checkbox"/>            | Pouring License Supper Club   | \$5,000.00 |
| <input type="checkbox"/>            | Pouring License Private Club  | \$3,500.00 |
| <input type="checkbox"/>            | Growler License (In Conjunction with Retail Package Malt Beverage & Wine License) | \$200.00   |
| <input checked="" type="checkbox"/> | Retail Package Wine   | \$100.00   |
| <input type="checkbox"/>            | Limited Pouring License Restaurant  | \$500.00   |
| <input type="checkbox"/>            | Limited Pouring License Supper Club   | \$3,000.00 |
| <input type="checkbox"/>            | Limited Pouring License Private Club  | \$500.00   |
| <input type="checkbox"/>            | Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)       | \$500.00   |
| <input type="checkbox"/>            | Wine Tasting (In Conjunction with Retail Package Wine License)                    | \$100.00   |
| <input type="checkbox"/>            | Wine & Craft Beer Boutique  | \$500.00   |
| <input type="checkbox"/>            | Wholesale Dealer  | \$500.00   |

- |                                     |                            |
|-------------------------------------|----------------------------|
| <input checked="" type="checkbox"/> | Retail Package Sales       |
| <input type="checkbox"/>            | Restaurant                 |
| <input type="checkbox"/>            | Special Event              |
| <input type="checkbox"/>            | Supper Club                |
| <input type="checkbox"/>            | Private Club               |
| <input type="checkbox"/>            | Wine & Craft Beer Boutique |

**\*PART I\***

**1. Name of Business:**

Nextgen Nexus Inc (dba Junior Food Store)

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

Smita Pradhan Pahari 3009 Rockmart Rd, SE Rome, GA 30161  
Full Name Address

**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:**

516 Dallas Hwy, Villa Rica GA 30180

**Phone Number:** 678-541-2120  
Business Home/cell/other

**Mailing Address:** 516 Dallas Hwy, Villa Rica GA 30180

**5. Type of Ownership:**

Individual  Partnership  Corporation

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

\_\_\_\_\_  
Full Name Address

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

Prabesh Rajracharya



**\*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

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  N/A

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

9. Do you comply with the requirements of Regulation 560-2-2-38 below?  Yes  No  
*Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.*

10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Sec. 4-29 of the Alcoholic Beverage Ordinance of the City of Villa Rica?  
 Yes  No

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:  
a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?  Yes  No  
b. Any other misdemeanor within the past five (5) years?  Yes  No  
c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity?  Yes  No  
d. Convicted of selling alcohol to a minor within the past three (3) years?  
 Yes  No

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

No sp

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  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

Nepal  
Place of Birth

05/27/1977  
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:

Shraddha Pathak 316 Freeman Cir, Villa Rica GA 7 6788587680  
Name Residence/Business Address Years Known Phone #

Sangeet Bajracharya 3197 Creston Park Ct, Duluth, GA 8 4044810283  
Name Residence/Business Address Years Known Phone #

Sumnina Karala 3197 Creston Park Ct, Duluth GA 8 470-882-1917  
Name Residence/Business Address Years Known Phone #

**\*PART III\***  
**VERIFICATION**

State of Georgia, Carroll County

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

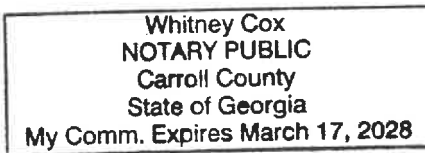
Smita P Pahari  
Applicants Signature (FULL NAME IN INK)

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

This 20 day of November, 2024.

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) Smriti Pradhan Pahari

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

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

516 Dallas Hwy 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.

*Smriti*

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Smriti Pradhan Pahari signed his or her

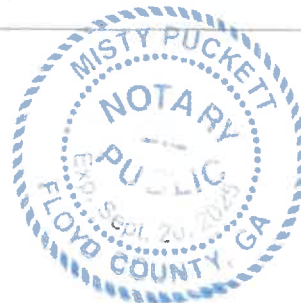
Applicant

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

This 7th day of December, 2024.

*Misty Puckett*

Notary Public



# Affidavit of Publication

STATE OF GEORGIA }  
COUNTY OF DOUGLAS } SS

NOTICE OF APPLICATION FOR ALCOHOL BEVERAGE  
(Packaged Beer and  
Wine Licensing)

NEXTGEN NEXUS INC, SMITA PRADHAN PAHARI has filed an application to sell alcoholic beverages on premises of 516 DALLAS HWY, VILLA RICA, GA 30180 as a RETAIL PACKAGE SALES. A public hearing on the application will be held on December 10th, 2024 at 6:00 P.M. at the HOLT BISHOP JUSTICE CENTER, MUNICIPAL COURT ROOM, 101 MAIN STREET, VILLA RICA, GA. For additional information on this application contact the Community Development Department at (678)840-1224.  
11/23

Rachael Raney, being duly sworn, says:

That she is Publisher of the Douglas County Sentinel, a newspaper of general circulation, printed and published in Douglasville, Douglas County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

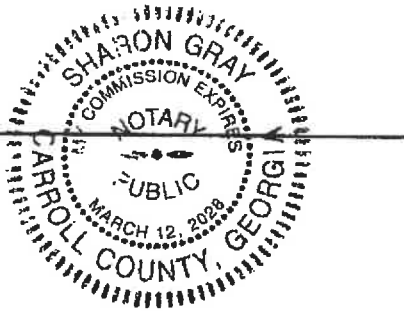
November 23, 2024

Publication Fees: \$ 42.00

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

SIGNED:

Subscribed to and sworn to me this 23rd day of November 2024.



70022426 71108038

PRABESH BAJRACHARYA  
JUNIOR FOOD MART  
516 DALLAS HWY  
VILLA RICA, GA 30180

AFFP  
NEXTGEN ALCOHOL LICENSE

**Affidavit of Publication**

STATE OF GEORGIA }  
COUNTY OF CARROLL } SS

NOTICE OF APPLICATION FOR ALCOHOL BEVERAGE  
(Packaged Beer and  
Wine Licensing)

NEXTGEN NEXUS INC, SMITA PRADHAN PAHARI has filed an application to s  
alcoholic beverages on premises of 516 DALLAS HWY, VILLA RICA, GA 30180 ;  
a RETAIL PACKAGE SALES. A public hearing on the application will be held on  
December 10th, 2024 at 6:00 P.M. at the HOLT BISHOP JUSTICE CENTER,  
MUNICIPAL COURT ROOM, 101 MAIN STREET, VILLA RICA, GA. For addition  
information on this application contact the Community Development Department  
(678)840-1224.  
11/23

Rachael Raney, being duly sworn, says:

That she is publisher 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:

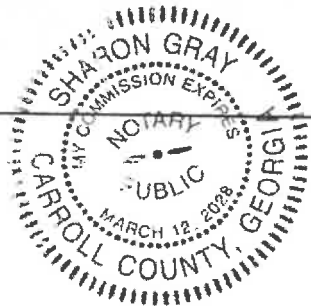
November 23, 2024

Publication Fees: \$ 42.00

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

SIGNED:

Subscribed to and sworn to me this 23rd day of November  
2024.



70022426 71108038

PRABESH BAJRACHARYA  
JUNIOR FOOD MART  
516 DALLAS HWY  
VILLA RICA, GA 30180

**NOTICE OF APPLICATION  
FOR ALCOHOL BEVERAGE  
(PACKAGED BEER AND WINE LICENSING)**

**NEXTGEN NEXUS INC. SMITA PRADHAN PAHARI  
HAS FILED AN APPLICATION TO SELL ALCOHOLIC  
BEVERAGES ON PREMISES OF 516 DALLAS HWY,  
VILLA RICA, GA 30180 AS A RETAIL PACKAGE SALES.  
A PUBLIC HEARING ON THE APPLICATION WILL BE HELD  
ON **DECEMBER 10th, 2024 AT 6:00 P.M.** AT THE HOLT  
BISHOP JUSTICE CENTER, MUNICIPAL COURT ROOM,  
101 MAIN STREET, VILLA RICA, GA. FOR  
ADDITIONAL INFORMATION ON THIS APPLICATION  
CONTACT THE COMMUNITY DEVELOPMENT  
DEPARTMENT AT (678) 840-1224**

A FEDERAL COURT HAS ORDERED  
PHILIP MORRIS USA & R.J. REYNOLDS TOBACCO

\* Secondhand smoke causes  
cancer and coronary heart  
in adults who do **not** smoke

GEORGIA  
LOTTERY

Multiple  
YOU

WARNING: This product contains nicotine.  
Nicotine is an addictive chemical.



# Carroll County, GA

## Assessment Notices



## Summary

**Parcel Number** V04 0050018  
**Location Address** 516 DALLAS HWY  
**Legal Description** JR FOOD STORE/64 AC DALLAS ROAD VR11  
 (Note: Not to be used on legal documents)  
**Class** C3-Commercial  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
**Tax District** VILLA RICA (District 03)  
**Millage Rate** 31.33  
**Acres** 0.64  
**Homestead Exemption** No (S0)  
**Landlot/District** 192 / 06  
**Water** Public  
**Sewer** Public Sewer  
**Electric** Electricity  
**Gas** Pipe Gas  
**Topography** Level  
**Drainage** Good  
**Road Class** City  
**Parcel Road Access** Paved



[View Map](#)

## Owner

NEXTGEN PROJECTS INC  
 316 FREEMAN CIRCLE  
 VILLA RICA, GA 30180

## Tax Commissioner Link

[Click here for tax information.](#)

## Land

| Type       | Description       | Calculation Method | Square Footage | Frontage | Depth | Acres | Lots |
|------------|-------------------|--------------------|----------------|----------|-------|-------|------|
| Commercial | Comm-Dallas Hwy 1 | Acres              | 24,300         | 90       | 270   | 0.27  | 0    |
| Commercial | Comm-Dallas Hwy 1 | Acres              | 19,600         | 140      | 140   | 0.37  | 0    |

## Commercial Improvement Information

**Description** Retail-Convenience Store-B  
**Value** \$350,700  
**Actual Year Built** 1955  
**Effective Year Built** 1995  
**Square Feet** 3297  
**Wall Height** 9  
**Wall Frames**  
**Exterior Wall**  
**Roof Cover**  
**Interior Walls**  
**Floor Construction**  
**Floor Finish**  
**Ceiling Finish** Celotex  
**Lighting** Standard F.F.  
**Heating**  
**Number of Buildings** 1

## Accessory Information

| Description          | Year Built | Dimensions/Units | Identical Units | Value    |
|----------------------|------------|------------------|-----------------|----------|
| Paving: Asphalt      | 1985       | 0x0 / 9000       | 0               | \$8,475  |
| Comm: Canopy - Gas   | 1955       | 24x24 / 0        | 0               | \$12,053 |
| Comm: Site Value - B | 1955       | 0x0 / 1          | 1               | \$20,000 |



---

**Public Hearing Date**

**City Council:** December 10, 2024

---

**Request:** Alcoholic Beverage License

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

**Applicant:** Nextgen Nexus Inc. dba Junior Food Store  
Licensee: Smita Pahari  
3009 Rockmart Rd. SE  
Rome, GA 30161

**Location:** 516 Dallas Hwy., Land Lot 192, 6<sup>th</sup> District; Carroll Co., Ward 3

**Parcel Number(s):** V04 0050018

**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 selling 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-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.*

Compliance: Yes

**Sec. 4-29 Investigation; Hearing:**

In accordance with the City of Villa Rica 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 Nextgen Nexus Inc. dba Junior Food Store and Smita Pahari for the alcohol license to sell packaged malt beverages and wine at 516 Dallas Hwy.



Whitney Cox  
Licensing Specialist

**Attachments:**

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



# CITY OF VILLA RICA

## City Council Meeting Agenda Item Cover Sheet

**SUBJECT:** Text amendment proposal – peddler’s permit  
**AGENDA DATE:** December 11, 2024

**DATE PREPARED:** December 2, 2024  
**PREPARED BY:** Nina Shabazz

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

---

**PURPOSE:** Staff reviews the Zoning Ordinance and from time to time, it becomes necessary to amend or update certain language, add new sections, revise sections as processes or practices change, or further define language that needs additional clarification. Staff held a workshop with the Planning and Zoning Commissioners to introduce some of the proposed changes as well as to solicit feedback on revisions. After conducting an initial workshop, staff will proceed with formal recommendation for adoption of some of the proposed changes during the December Planning & Zoning meeting, and final adoption of these changes before Council in January. This current revision request does not require a vote from the P&Z Commission.

**BACKGROUND:** The peddler’s permit was reviewed after an inquiry was made by a vendor to a member of our elected body concerning the overall cost associated with the permit. Upon further review and consideration among several departments, we are recommending a change to both the cost of the permit, the period of time covered by the permit, and the process for applying for and receiving a peddler’s permit. As with many other permits issued by the City, staff feels this process would be better administered by the Development team, and this text amendment allows for this change. As with alcohol permits, the background check will continued to be performed by the Police Department.

**STAFF RECOMMENDATION:** Staff recommends approval of the text amendment as submitted.

**IMPACT:** N/A

**MOTION:** I move to accept the text amendment to the peddler’s permit as submitted and direct staff to finalize the proposed amendment.

**CITY OF VILLA RICA**  
**AMENDMENT TO ORDINANCE**

WHEREAS, the City of Villa Rica through its Community Development Department have reviewed and revised the Zoning Ordinance for the City of Villa Rica; and

WHEREAS, Article IV, Sec. 8-118 & 8-120 of the City of Villa Rica's Zoning Ordinance needs to be amended to modify the procedure to obtain a Peddler's, Soliciting and Canvassing permit.

NOW, THEREFORE, be it hereby ordained as follows:

8-118.

(a) Any person 18 years of age or older desiring to peddle, solicit or canvass within the city shall make application with the Community Development department and pay a nonrefundable registration fee of \$25.00 per occurrence; each occurrence or event shall not exceed two consecutive days.

8-120.

(a) Each registrant under this article shall at all times while in the city visibly display the permit and shall exhibit the same when requested to do so by any law enforcement officer or by any municipal authority and by any person being solicited. Possession of this registration permit shall not in any way represent an endorsement or approval of any product or project by the city.

IT IS SO ORDAINED on this 10th day of December, 2024

---

Leslie McPherson, Mayor

Attest:

---

Theresa Campbell, City Clerk