

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

City of Villa Rica



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

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

MAYOR & COUNCIL MONTHLY MEETING AGENDA

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

February 12, 2019 | 6:00 PM

Meeting Call to Order (Mayor Jeff Reese)

Invocation (Councilwoman Shirley Marchman)

Pledge of Allegiance (Mayor Jeff Reese)

Ceremonial Presentations (Mayor & Council)

- Presentation by Doug Stephenson, Census

Adoption of the Agenda (Mayor Jeff Reese)

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)

Council Updates (Subjects of General Interest and Concern)

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes:
 1. Meeting Minutes of January 8, 2019.
2. Election of 2019 Mayor Pro Tem
3. Mayoral Standing Committees
4. Mayor Appointment of Cheryl Defoor-Bryce as a member of the Cemetery Commission.
5. Discussion of Animal Control Ordinance (Councilwoman Leslie McPherson)

B. Community Development (Bobby Elliott, Director)

1. FP-01-19: Liberty Pointe Unit II Final Plat
2. ABL-03-19 Alcohol License Request (Pilot Travel Center)

3. Reappointment of Kim Poer to Historic Preservation Commission
4. Waste Industries Three-Year Agreement

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

1. Library Advisory Board Reappointment
2. Athletics Uniform Bid - Vendor Recommendation
3. Soccer Uniform Bid - Vendor Recommendation
4. July 3rd Fireworks Entertainment - Electric Avenue

D. Economic Development (Janet Chumley, Main Street Manager)

1. 2019 MILL Rental Agreement-update
2. 2019 West Georgia Jazz Festival Headliner contract
3. 2019 Headlining Band Gold Rush Festival

E. Public Works (Pete Zorbanos, Director)

1. Hwy 61 Variable Frequency Drive Replacement
2. EXMARK 60" Rear Discharge Lawn Mower (Nic Griffin)
3. 2019 Ford Escape for Criminal Investigation Unit (Nic Griffin)
4. 2018 Ford Explorer Police Interceptor (Nic Griffin)

F. Information Technology (Jim Chambers, Manager)

1. Security Camera System Update - Phase I
2. Emergency Licensing Purchase

G. Finance (Sarah Hefty, CFO)

1. Change Credit Card Processors

H. City Manager (Tom Barber)

1. Approval of Improvements to Pine Mountain Homesite

I. Executive Session (David Mecklin, City Attorney)

1. Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D).

Adjournment

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CITY COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, January 8, 2019 | 6:00 pm

Meeting Call to Order (Mayor Jeff Reese)

Mayor Jeff Reese called the meeting to order at 6:00 pm. Present: Mayor Jeff Reese, Mayor Pro Tem Gil McDougal, and Councilmembers Danny Carter, Shirley Marchman and Leslie McPherson.

Invocation (Councilwoman Shirley Marchman)

Councilman Danny Carter gave the invocation.

Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

Ceremonial Presentations (Mayor & Council)

- Recognition of Janet Chumley for graduating from the Georgia Academy for Economic Development.
- Oath of Office: Carl Peabody, Reappointed to Downtown Development Authority.

A. State of the City Address by Mayor Jeff Reese

Mayor Jeff Reese gave his State of the City Address.

Adoption of Agenda (Mayor Jeff Reese)

Councilman Gil McDougal made a motion to amend the agenda to add Executive Session to discuss real estate and discuss personnel matters.

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

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

Two citizens came forward to make a public comment.

Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson stated that she regrets voting on \$10,000 for a new sign and steps between City Hall and Customer Service because of other things in the city that are more important. Also, Carroll County will be sending information for your advice on what changes are needed to the County Animal Ordinance, and to contact your County Commissioner or your Council person.

Mayor Jeff Reese reported that the Council will be voting on the 2019 Mayor Pro Tem at the February meeting, and to let Alisa know which committee you want to be on.

B. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes: Meeting Minutes of December 11, 2018

Councilwoman Shirley Marchman made the motion to approve the Meeting Minutes of December 11, 2018.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Shirley Marchman, Councilwoman
SECONDER:	Gil McDougal, Councilman
AYES:	Marchman, McDougal, Carter, McPherson

C. Community Development (Bobby Elliott, Director)

1. Alcoholic Beverage License Request for Double Dip, LLC d/b/a Jefferson's

Public Comments: None.

Councilman Danny Carter made the motion to approve the alcoholic beverage application for Double Dip, LLC dba Jefferson's of Villa Rica located 750 W. Bankhead Hwy.

RESULT:	ADOPTED (VOTE: 3-1)
MOVER:	Danny Carter, Councilman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	Carter, McPherson, McDougal
NAYS:	Marchman

2. Alcoholic Beverage License Request for Dhaheen Corp, LLC d/b/a Villa Rica Good Mart

Councilwoman Leslie McPherson made the motion to approve the alcoholic beverage application for Shaheen Corp, LLC, d/b/a Villa Rica Food Mart located 820 Dallas Highway, Villa Rica.

RESULT:	ADOPTED (VOTE: 3-1)
MOVER:	Leslie McPherson, Councilwoman
SECONDER:	Gil McDougal, Councilman
AYES:	McPherson, McDougal, Carter
NAYS:	Marchman

3. VA-01-18: Variance to Reduce Side Setback Requirements at 113 Legacy Drive

Public Hearing: 7 citizens came forward to speak.

Councilman Danny Carter made the motion to approve the variance to reduce side setback Requirements at 113 Legacy Drive, seconded by Councilwoman Leslie McPherson. City Attorney David Mecklin asked the Council to table for the time being to allow the application and the owner of the property to meet with Attorney Sam Newsome to try to work something out between them.

*The Council came back to this item and the remaining Community Development's agenda items at the end of the meeting.

D. Economic Development (Janet Chumley, Main Street Manager)

1. Main Street Advisory Board reappointments

Councilman Gil McDougal made the motion to reappoint Melissa Garrett, Ronda McCullors, Stephanie Warmoth and Carolene Cox to all full terms expiring 12/31/2020.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Gil McDougal, Councilman

SECONDER: Leslie McPherson, Councilwoman
AYES: McDougal, McPherson, Marchman, Carter

2. Downtown Development Authority Appointments

Councilman Gil McDougal made the motion to appoint Matthew Momtahan to a six-month term expiring on 7/12/2019 and appoint Michal Young to a full term expiring 5/13/2022.

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

3. 2019 The MILL Amphitheater Rental Agreement (revised)

Councilman Gil McDougal made the motion to approve the rental agreement for the use of the MILL Amphitheater as presented to the Council with the stipulation that it must be reviewed by the City Attorney prior to being implemented, and be reviewed and amended as needed.

RESULT: **ADOPTED (VOTE: 3-1)**
MOVER: Gil McDougal, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: McDougal, Marchman, Carter
NAYS: McPherson

D. Public Works (Pete Zorbanos, Director)

1. Plant Drain Station Pump Replacement at West Plant (Dean Zeigler, WWTP Manager)

Councilman Gil McDougal made the motion to authorize the purchase of a Homa 35 HP pump from Pro Pump Solutions, Inc., for a price not to exceed \$14,430.00.

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

E. City Manager (Tom Barber)

1. ESE Networks Agreement

Councilman Gil McDougal made the motion to approve the renewal of the ESE Networks agreement for one year.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: McDougal, Marchman, Carter, McPherson

C. Community Development Continued (Bobby Elliott, Director)

4. VA-02-18: Variance to Reduce Required Parking

Public Hearing: None.

RESULT: **ADOPTED (UNANIMOUS)**
MOVER: Gil McDougal, Councilman

SECONDER: Leslie McPherson, Councilwoman
AYES: McDougal, McPherson, Marchman, Carter

5. Rear Loading Garbage Truck Purchase

Councilman Danny Carter made the motion to accept the low bid of \$133,875.82 from Peach State Truck Center.

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

G. City Manager's Report (Tom Barber)

City Manager Tom Barber gave an update of citywide projects.

C. Community Development (Bobby Elliott, Director)

3. VA-01-18: Variance to Reduce Side Setback Requirements at 113 Legacy Drive

Councilman Gil McDougal withdrew his motion. Councilman Danny Carter made the motion conditioned upon the Agreement entered into by and between Timber Crest Construction , LLC, Jody Willis and Robert Kusterer earlier tonight, I move that the stop work order currently in place against Timber Crest LLC on Lot 19, 113 Legacy Lake Drive, Villa Rica be lifted. Based on the terms of the agreement referenced above there is no longer a code violation and no need for a variance. Timber Crest, LLC is authorized to proceed with construction on the lot in question in compliance with all other provisions of the existing City codes.

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

H. Executive Session (City Attorney David Mecklin)

City Attorney David Mecklin requested the Council to go into Executive Session to discuss real estate and personnel matters:

- (1) Meeting to discuss or vote to enter into a contract to purchase, dispose of, or lease property subject to approval in a subsequent public vote as provided in Georgia Code section 50-14-3(b)(1)(D).
- (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).

Councilman Gil McDougal made the motion for the Council to go into Executive Session for the two reasons the City Attorney read, seconded by Councilman Danny Carter. Vote: 4-0. Motion approved.

Councilwoman Shirley Marchman made the motion to return to Regular Session, seconded by Councilman Gil McDougal. City Attorney David Mecklin reported there was no action taken in Executive Session.

Adjournment: Councilman Gil McDougal made the motion to adjourn, seconded by Councilwoman Shirley Marchman. Vote: 4-0. Motion approved.

Jeff Reese, Mayor

Alisa Doyal City Clerk



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

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

APPLICANT INFORMATION

Applicant Name: Cheryl DeFoor-Bryce

Occupation: not employed Employer: n/a

Home Address: 1320 Daniel Rd City: Villa Rica Zip: 30180

Home Phone: () n/a Home E-Mail: Cheryl4bryce@yahoo.com

Work Phone: () n/a Work E-Mail: n/a

Cell Phone: 770 459-3059 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) n/a

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Cemetery
- b) How long have you been a resident of the ~~City~~ of Villa Rica? 61 Years 5 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances ~~that~~ would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you ~~or your~~ employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

- i) What talents, strengths, experience, or interests do you feel you would bring to the Board or Commission if selected?

I am a life long resident. I know the people
here. I have a desire to see the Cemetery
at it's best. I hold the deeds to three-
lots with eight graves in each. I visit it often.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

Historic Preservation HPC

APPLICANT STATEMENT

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

Cheryl DeFoor Bryce
Signature

Cheryl DeFoor-Bryce
Printed Name

1-24-19
Date

Please return signed application to:

Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212



CITY OF VILLA RICA

City Council Packet

SUBJECT: FP-01-19 – Liberty Pointe Unit II Final Plat

CITY COUNCIL AGENDA DATE: February 12, 2019

DATE: January 28, 2019

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

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE:

Liberty Custom Homes, LLC of Douglasville, GA requests final plat approval for Liberty Pointe Unit II located at Freeman Circle, Villa Rica, GA, Parcel No: 01800250003, in Land Lot 180 of the 2nd District in Douglas County, currently zoned Planned Development (PD). The property consists of 11.99 +/- acres and is located in Ward 4.

BACKGROUND: The applicant, Liberty Custom Homes, LLC submitted a final plat application for Phase II in the Liberty Pointe subdivision. Currently, Phase I of Liberty Pointe is still under construction, but is nearing completion. The infrastructure in Phase II is already in place and has been inspected, and it appears that the applicant plans to continue development in this Phase in the same manner that was previously approved. The applicant is requesting plat approval in Phase II of Liberty Pointe. The layout and configuration of these lots are remaining the same.

STAFF RECOMMENDATION: Staff recommends Approval.

IMPACT: N/A

PLANNING COMMISSION: To be heard and considered at the February 5, 2019 meeting.

MOTION: I make a motion to approve the final plat application from Liberty Custom Homes, LLC for Liberty Pointe Unit II.

Project Description:

The applicant is requesting approval of the Final Plat – Phase II for the Liberty Pointe development. The subject property was approved for rezoning, from R-14 (Multi-Family) to PD (Planned Development) for the purpose of residential single-family dwellings, in October 2006.

Currently, Phase I of Liberty Pointe is still under construction, but is nearing completion. All infrastructure in Phase II is already in place, and it appears that the applicant plans to continue development in this Phase in the same manner that was previously approved.

Final Plat Review Standards:

The Code of the City of Villa Rica, Unified Development Code Section 2.03.E.6, requires all final plat approval at the completion of the major subdivision process so that the subdivision plat can be recorded, and dedications can be made. When the Final Plat conforms to the approved Preliminary Plat, certification to this effect shall be endorsed on the Final Plat by the City Council. Before approving the Final Plat, the Planning Commission shall make the following findings:

1) Substantial Conformance to Preliminary Plat

The Final Plat substantially conforms to the approved Preliminary Plat and any conditions and exceptions granted pursuant thereto. Substantial deviations shall include, but are not necessarily limited to, the following:

- a) Change in the location or design of a public street;
- b) A change in the number or layout of lots or blocks;
- c) A change in access to lots;
- d) A change in areas, streets or rights-of-way to be reserved or dedicated;
- e) A change in the drainage plan which increases the runoff from the tract;
- f) A change in the public utilities and facilities to be provided; and
- g) A change in the extent of buffering between the proposed subdivision and adjacent areas and/or land uses.

Staff finds that there are no substantial deviations on the final plat.

2) Conformance to Regulations

Staff finds that the final plat conforms to all applicable requirements of these regulations, and other applicable land development regulations.

3) Submission Requirements

Staff finds that all submission requirements of these regulations have been satisfied.

Staff Comments:

The applicant is requesting plat approval for Phase II of the Liberty Pointe Development. The layout and configuration of these lots are remaining the same.

Recommendation:

Staff recommendation: **APPROVAL**

Public Notifications:

The Unified Development Code has no advertising requirement for Final Plat approvals. A Public Hearing is therefore not required.

Public Response:

N/A.

Office of Community Development

Attachments:

1. Application
2. Letter of Intent
3. Final Plat
4. Location Map
5. Meeting minutes from previous zoning cases



APPLICATION FOR SUBDIVISION

☐ CONCEPT PLAN ☐ PRELIMINARY PLAN ☒ FINAL PLAT

The procedures for approval of a Concept Plan, a Preliminary Plat and a Final Plat, steps in the subdivision process, are set forth in Section 2.03.E of the Unified Development Code (UDC). Generally, the procedures involve review by the Community Development Director and the Planning Commission with a final review and decision by the City Council.

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

Date of Application: 11-6-18

APPLICANT

Applicant Name: Liberty Custom Homes, LLC

Address: P.O. Box 1172 **City:** Douglasville **State:** GA **Zip:** 30133

Phone: (770) 231-8748 **Fax:** () - **Email:** robbietiger@bellsouth.net

Project Representatives Names: Robbie Robinson

Address: P.O. Box 1172 **City:** Douglasville **State:** GA **Zip:** 30133

Phone: (770) 231-8748 **Fax:** () - **Email:** robbietiger@bellsouth.net

Agent Name: N/A

Address: **City:** **State:** **Zip:**

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

Name of Engineer or Surveyor of Plat: Georgia and West, Inc.

Address: 105 Corporate Drive **City:** Carrollton **State:** GA **Zip:** 30117

Phone: (770) 834-4694 **Fax:** (770) 834-1005 **Email:** mailbox@georgiaandwest.com

Owner Name (If different from applicant): N/A

Address: **City:** **State:** **Zip:**

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

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

CONCERNS RELATED TO THE SUBDIVISION

Land Lot Numbers: 180 **Districts:** 2

Existing Zoning District: PD **Proposed Zoning District(s):**

- | | | |
|---|---|--|
| Is this property on the City water system? | ☒ Yes | ☐ No |
| Is this property on a paved road? | ☒ Yes | ☐ No |
| Is this property part of a subdivision? | ☒ Yes | ☐ No |
| Is this property or any part of the property in a floodplain? | ☐ Yes | ☒ No |
| Is this property or any part of the property in a watershed area? | ☐ Yes | ☐ No |
| Does this property include any bodies of water? | ☐ Yes | ☒ No |
| Does this property have dedicated roads? | ☒ Yes | ☐ No |

If yes, provide street names and linear footages.

FREEMAN CIRCLE
JADA LAWE

822'
786'

RECEIVED
11/6/18

✓ WHEN RECORDED RETURN TO:
PHILIP E. JOHNS, ESQ.
JOHNS & JOHNS, LLC
6782 BROAD ST
Douglasville, Georgia 30134
(770) 949-3400
J&J File # 18D24039

Doc ID: 010895720010 Type: WD
Recorded: 02/27/2018 at 09:30:00 AM
Fee Amt: \$244.00 Page 1 of 10
Transfer Tax: \$218.00
Douglas County Georgia
TAMMY M HOWARD Clerk Superior Court
BK **3570** PG **279-288**

WARRANTY DEED

STATE OF GEORGIA, COUNTY OF DOUGLAS

This Indenture made this **22nd** day of **February, 2018**, between **TRUE SOUTHERN INVESTMENTS LLC**, of the County of **DOUGLAS**, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **LIBERTY CUSTOM HOMES LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

SEE EXHIBIT "A" ATTACHED HERTO AND MADE A PART HEREOF.

This Deed is given subject to all easements and restrictions of record, if any.

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

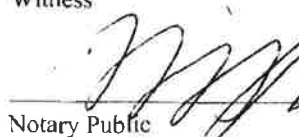
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

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

Signed, sealed and delivered in the presence of:

TRUE SOUTHERN INVESTMENTS LLC


Witness


Notary Public



By:  Manager
KENNETH M. GUY, MANAGER (Seal) ID

EXHIBIT "A"

LEGAL DESCRIPTION FOR TRACT 1:

All that tract or parcel of land lying and being located in Land Lots 172, 180 and 181 of the Second District, Fifth Section, City of Villa Rica, Douglas County, Georgia, and being more particularly described as follows:

To reach the Point of Beginning commence at the northwest corner of Land Lot 172, thence running South $87^{\circ}46'03''$ East for a distance of 55.93 feet to a point and the True Point of Beginning, thence running North $25^{\circ}09'30''$ West for a distance of 135.11 feet to a point, thence running curvilinearly along a curve having an arc of 44.96 feet and a chord running North $12^{\circ}16'38''$ West for a distance of 44.59 feet to a point, thence running North $00^{\circ}36'15''$ East for a distance of 150.34 feet to a point, thence running South $18^{\circ}55'11''$ East for a distance of 101.32 feet to a point, thence running South $46^{\circ}15'53''$ East for a distance of 56.28 feet to a point, thence running South $34^{\circ}01'46''$ East for a distance of 155.37 feet to a point, thence running South $83^{\circ}11'08''$ East for a distance of 42.87 feet to a point, thence running South $31^{\circ}23'34''$ East for a distance of 52.16 feet to a point, thence running South $38^{\circ}23'23''$ East for a distance of 104.56 feet to a point, thence running North $66^{\circ}54'25''$ East for a distance of 56.28 feet to a point on the north right-of-way of Conners Road, thence running South $51^{\circ}37'01''$ West along the north right-of-way of Conners Road for a distance of 19.14 feet to a point, thence continuing along the north right-of-way of Conners Road and running South $49^{\circ}33'53''$ West for a distance of 93.29 feet to a point, thence continuing along the north right-of-way of Conners Road and running curvilinearly along a curve having an arc of 174.18 feet and a chord running South $53^{\circ}16'20''$ West for a distance of 173.95 feet to a point, thence running North $08^{\circ}29'05''$ West for a distance of 168.56 feet to a point, thence running; North $25^{\circ}09'30''$ West for a distance of 73.35 feet to the True Point of Beginning.

Said tract contains 1.33 acres according to a survey prepared by Georgia and West, Inc., dated February 13, 2009, and entitled "Corrective Plat of Survey for: Ormond Land Partners, LLC & Family R First, LLC".

LEGAL DESCRIPTION FOR TRACT 3:

All that tract or parcel of land lying and being located in Land Lot 181 of the Second District, Fifth Section, City of Villa Rica, Douglas County, Georgia, and being more particularly described as follows:

To reach the Point of Beginning commence at the southwest corner of Land Lot 181, thence running South $87^{\circ}46'03''$ East for a distance of 55.93 feet to a point, thence running North $25^{\circ}09'30''$ West for a distance of 135.11 feet to a point, thence running curvilinearly along a curve having an arc of 44.96 feet and a chord running North $12^{\circ}16'38''$ West for a distance of 44.59 feet to a point, thence running North $00^{\circ}36'15''$ East for a distance of 150.34 feet to a point, thence running North $00^{\circ}36'15''$ East for a distance of 153.47 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North $14^{\circ}21'15''$ East for a distance of 83.19 feet to a point, thence running North $28^{\circ}06'15''$ East for a distance of 127.36 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North $14^{\circ}21'15''$ East for a distance of 83.19 feet to a point, thence running North $00^{\circ}36'15''$ East for a distance of 78.18 feet to a point, thence running North $00^{\circ}36'15''$ East for a distance of 48.35 feet to a point, thence running North $00^{\circ}36'15''$ East for a distance of 172.46 feet to the True Point of Beginning, thence running North $00^{\circ}36'15''$ East for a distance of 84.78 feet to a point, thence running curvilinearly along, a curve having an arc of 174.69 feet and a chord running North $18^{\circ}54'16''$ East for a distance of 171.76 feet to a point, thence running South $04^{\circ}12'51''$ West for a distance of 120.36 feet to a point, thence running South $30^{\circ}24'19''$ West for a distance of 51.75 feet to a point, thence running South $14^{\circ}38'33''$ West for a distance of 86.30 feet to the True Point of Beginning.

Said tract contains 0.13 acres according to a survey prepared by Georgia and West, Inc., dated February 13, 2009, and entitled "Corrective Plat of Survey for: Ormond Lane, Partners, LLC & Family R First, LLC".

LEGAL DESCRIPTION FOR LOTS:

All that tract or parcel of land lying and being in Land Lots 172, 173, 180 and 181 of the 2nd District, 5th Section, Douglas County, Georgia, being Lots 1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 22, 23, 104, 105, 106, 107, 108, 109, 118, 212, 222 and 223 of Liberty Pointe, as per plat recorded in Plat Book 37, Pages 188 and 189, Douglas County, Georgia Records, which plat is hereby referred to and incorporated herein by reference.

LEGAL DESCRIPTION FOR ACREAGE (THE "ACREAGE TRACT"):

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 172, 173, 180 AND 181 OF THE 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING TRACT THREE-B (41.24539 ACRES); TRACT ONE (5.82067 ACRES) AND "NALLEY ROAD" TRACT (0.28804 ACRES), AS SHOWN ON THAT SURVEY DATED DECEMBER 18, 2003, LAST REVISED APRIL 8, 2004 FOR COMMONS ROAD, LLC, PREPARED BY WATTS & BROWNING ENGINEERS, INC., V. T. HAMMOND, RLS # 2554, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING COMMENCE AT AN IRON PIN FOUND (ONE INCH OPEN TOP PIPE) AT THE NORTHWESTERLY CORNER OF LAND LOT 181 (SAID LAND LOT CORNER BEING COMMON TO LAND LOTS 180, 181, 204 AND 205) AND PROCEED THENCE ALONG THE NORTHERLY LINE OF LAND LOT 181 SOUTH 89 DEGREES 04 MINUTES 17 SECONDS EAST FOR A DISTANCE OF 1320.03 FEET TO AN IRON PIN FOUND (ONE INCH REBAR);

RUNNING THENCE SOUTH 01 DEGREES 29 MINUTES 30 SECONDS WEST AND DEPARTING THE NORTHERLY LINE OF LAND LOT 181 FOR A DISTANCE OF 573.81 FEET TO AN IRON PIN FOUND (1/2 INCH REBAR);

RUNNING THENCE SOUTH 01 DEGREES 53 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 970.60 FEET TO A ROCK FOUND;

RUNNING THENCE NORTH 89 DEGREES 26 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 446.25 FEET TO A ROCK FOUND;

RUNNING THENCE SOUTH 01 DEGREES 05 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 1758.02 FEET TO AN IRON PIN FOUND (1/2 INCH REBAR) ON THE NORTHERLY RIGHT-OF-WAY OF CONNERS ROAD (60 FOOT RIGHT-OF-WAY);

RUNNING THENCE NORTHWESTERLY AND SOUTHWESTERLY ALONG THE NORTHERLY AND NORTHWESTERLY RIGHT-OF-WAY OF CONNERS ROAD (60 FOOT RIGHT-OF-WAY) THE FOLLOWING COURSES AND DISTANCES;

1. NORTH 86 DEGREES 24 MINUTES 23 SECONDS WEST, 238.00 FEET;
2. ALONG THE ARC OF A CURVE TO THE LEFT 251.73 FEET (SAID ARC HAVING A CHORD DISTANCE OF 246.57 FEET ON A BEARING OF SOUTH 73 DEGREES 26 MINUTES 17 SECONDS WEST AND A RADIUS OF 357.80 FEET);
3. SOUTH 53 DEGREES 16 MINUTES 57 SECONDS WEST, 7.03 FEET;
4. ALONG THE ARC OF A CURVE TO THE LEFT 136.95 FEET (SAID ARC

HAVING A CHORD DISTANCE OF 136.92 FEET ON A BEARING OF SOUTH 50 DEGREES 58 MINUTES 29 SECONDS WEST AND A RADIUS OF 1700.00 FEET);

5. SOUTH 48 DEGREES 40 MINUTES 00 SECONDS WEST, 27.21 FEET;

6. ALONG THE ARC OF A CURVE TO THE RIGHT 147.76 FEET (SAID ARC HAVING A CHORD DISTANCE OF 147.67 FEET ON A BEARING OF SOUTH 52 DEGREES 08 MINUTES 12 SECONDS WEST AND A RADIUS OF 1220.00 FEET);

7. ALONG THE ARC OF A CURVE TO THE RIGHT 26.56 FEET (SAID ARC HAVING A CHORD DISTANCE OF 26.53 FEET ON A BEARING OF SOUTH 59 DEGREES 57 MINUTES 15 SECONDS WEST AND A RADIUS OF 175.00 FEET) TO THE TRUE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS ESTABLISHED, PROCEED THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF CONNERS ROAD (60 FOOT RIGHT-OF-WAY) THE FOLLOWING COURSES AND DISTANCES:

1. ALONG THE ARC OF A CURVE TO THE RIGHT 19.94 FEET (SAID ARC HAVING A CHORD DISTANCE OF 19.92 FEET ON BEARING OF SOUTH 67 DEGREES 33 MINUTES 56 SECONDS WEST AND A RADIUS OF 175.00 FEET);
2. SOUTH 70 DEGREES 49 MINUTES 44 SECONDS WEST, 33.65 FEET;
3. ALONG THE ARC OF A CURVE TO THE RIGHT 63.97 FEET (SAID ARC HAVING A CHORD DISTANCE OF 63.96 FEET ON A BEARING OF SOUTH 73 DEGREES 03 MINUTES 50 SECONDS WEST AND A RADIUS OF 820.00 FEET);
4. SOUTH 75 DEGREES 17 MINUTES 56 SECONDS WEST, 142.34 FEET,
5. ALONG THE ARC OF A CURVE TO THE LEFT 40.11 FEET (SAID ARC HAVING A CHORD DISTANCE OF 40.11 FEET ON A BEARING OF SOUTH 73 DEGREES 36 MINUTES 06 SECONDS WEST AND A RADIUS OF 677.06 FEET);
6. ALONG THE ARC OF A CURVE TO THE RIGHT 37.75 FEET (SAID ARC HAVING A CHORD DISTANCE OF 37.75 FEET ON A BEARING OF SOUTH 73 DEGREES 05 MINUTES 01 SECONDS WEST AND A RADIUS OF 917.00 FEET);
7. ALONG THE ARC OF A CURVE TO THE LEFT 232.21 FEET (SAID ARC HAVING A CHORD DISTANCE OF 232.00 FEET ON A BEARING OF SOUTH 70 DEGREES 02 MINUTES 50 SECONDS WEST AND A RADIUS OF 1578.00 FEET);
8. SOUTH 65 DEGREES 49 MINUTES 53 SECONDS WEST, 87.20 FEET;
9. ALONG THE ARC OF A CURVE TO THE LEFT 140.82 FEET (SAID ARC HAVING A CHORD DISTANCE OF 140.82 FEET ON A BEARING OF SOUTH 65 DEGREES 11 MINUTES 19 SECONDS WEST AND A RADIUS OF 6276.45 FEET) TO AN IRON PIN FOUND (1/2 INCH REBAR);

RUNNING THENCE NORTH 00 DEGREES 44 MINUTES 04 SECONDS WEST AND DEPARTING SAID RIGHT-OF-WAY FOR A DISTANCE OF 511.77 FEET TO AN IRON PIN FOUND (1/2 INCH REBAR) ON THE SOUTHERLY LINE OF LAND LOT 180;

RUNNING THENCE NORTH 89 DEGREES 23 MINUTES 45 SECONDS WEST ALONG THE SOUTHERLY LINE OF LAND LOT 180 FOR A DISTANCE OF 853.55 FEET TO AN IRON PIN FOUND (ONE INCH OPEN TOP PIPE);

RUNNING THENCE NORTH 00 DEGREES 32 MINUTES 42 SECONDS EAST AND DEPARTING THE SOUTHERLY LINE OF LAND LOT 180 FOR A DISTANCE OF 790.00 FEET TO A POINT;

RUNNING THENCE NORTH 51 DEGREES 26 MINUTES 14 SECONDS EAST FOR A DISTANCE OF 190.00 FEET TO A POINT;

RUNNING THENCE SOUTH 89 DEGREES 23 MINUTES 45 SECONDS EAST FOR A DISTANCE OF 480.00 FEET TO A POINT;

RUNNING THENCE NORTH 00 DEGREES 36 MINUTES 15 SECONDS EAST FOR A DISTANCE OF 230.00 FEET TO A POINT;

RUNNING THENCE NORTH 56 DEGREES 51 MINUTES 18 SECONDS EAST FOR A DISTANCE OF 135.00 FEET TO A POINT;

RUNNING THENCE SOUTH 89 DEGREES 23 MINUTES 45 SECONDS EAST
FOR A DISTANCE OF 470.00 FEET TO A POINT;

RUNNING THENCE NORTH 65 DEGREES 00 MINUTES 00 SECONDS EAST
FOR A DISTANCE OF 165.00 FEET TO A POINT;

RUNNING THENCE NORTH 07 DEGREES 00 MINUTES 00 SECONDS WEST
FOR A DISTANCE OF 215.00 FEET TO A POINT;

RUNNING THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST
FOR A DISTANCE OF 145.00 FEET TO A POINT;

RUNNING THENCE NORTH 84 DEGREES 00 MINUTES 00 SECONDS EAST
FOR A DISTANCE OF 130.00 FEET TO A POINT;

RUNNING THENCE SOUTH 53 DEGREES 00 MINUTES 00 SECONDS EAST
FOR A DISTANCE OF 245.00 FEET TO A POINT;

RUNNING THENCE SOUTH 37 DEGREES 00 MINUTES 00 SECONDS WEST
FOR A DISTANCE OF 105.00 FEET TO A POINT;

RUNNING THENCE SOUTH 53 DEGREES 00 MINUTES 00 SECONDS EAST
FOR A DISTANCE OF 50.00 FEET TO A POINT;

RUNNING THENCE SOUTH 37 DEGREES 00 MINUTES 00 SECONDS WEST
FOR A DISTANCE OF 114.60 FEET TO A POINT;

RUNNING THENCE ALONG THE ARC OF THE CURVE TO THE LEFT 174.69
FEET (SAID ARC HAVING A CHORD DISTANCE OF 171.77 FEET ON A
BEARING OF SOUTH 18 DEGREES 48 MINUTES 07 SECONDS WEST AND A
RADIUS OF 275.00 FEET TO A POINT;

RUNNING THENCE SOUTH 00 DEGREES 36 MINUTES 15 SECONDS WEST
FOR A DISTANCE OF 257.23 FEET TO A POINT;

RUNNING THENCE SOUTH 00 DEGREES 36 MINUTES 15 SECONDS WEST A
DISTANCE OF 383.77;

RUNNING THENCE ALONG THE ARC OF A CURVE TO THE RIGHT 83.99
FEET (SAID ARC HAVING A CHORD DISTANCE OF 83.19 FEET ON A
BEARING OF SOUTH 14 DEGREES 21 MINUTES 15 SECONDS WEST AND A
RADIUS OF 175.00 FEET) TO A POINT;

RUNNING THENCE SOUTH 28 DEGREES 06 MINUTES 15 SECONDS WEST
FOR A DISTANCE OF 127.36 FEET TO A POINT;

RUNNING THENCE ALONG THE ARC OF A CURVE TO THE LEFT 83.99 FEET
(SAID ARC HAVING A CHORD DISTANCE OF 83.19 FEET ON A BEARING OF
SOUTH 14 DEGREES 21 MINUTES 15 SECONDS WEST AND A RADIUS OF
175.00 FEET) TO A POINT;

RUNNING THENCE SOUTH 00 DEGREES 36 MINUTES 15 SECONDS WEST
FOR A DISTANCE OF 303.80 FEET TO A POINT;

RUNNING THENCE ALONG THE ARC OF A CURVE TO THE LEFT 44.96 FEET
(SAID ARC HAVING A CHORD DISTANCE OF 44.59 FEET ON A BEARING OF
SOUTH 12 DEGREES 16 MINUTES 38 SECONDS EAST AND A RADIUS OF
100.00 FEET) TO A POINT;

RUNNING THENCE SOUTH 25 DEGREES 09 MINUTES 30 SECONDS EAST FOR A DISTANCE OF 208.45 FEET TO A POINT;

RUNNING THENCE SOUTH 08 DEGREES 29 MINUTES 05 SECONDS EAST FOR A DISTANCE OF 168.56 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF CONNERS ROAD (60 FOOT RIGHT-OF-WAY) AND THE POINT OF BEGINNING.

LESS EXCEPT FROM THE ABOVE DESCRIBED ACREAGE TRACT ARE THE FOLLOWING PARCELS A, B, C, D, E, F AND G DESCRIBED AS FOLLOWS:

PARCEL A:

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 172 and 173 OF THE 2ND DISTRICT, 5TH SECTION, DOUGLAS COUNTY, GEORGIA, BEING SHOWN AS 9042 CONNERS ROAD (0.99626 ACRES) ON THAT CERTAIN PLAT OF SURVEY ENTITLED "LOT DIVISION PLAT OF AMENITY AREA FOR CONNERS ROAD, LLC", DATED DECEMBER 5, 2005, AS LAST REVISED FEBRUARY 14, 2006, PREPARED BY WATTS & BROWNING ENGINEERS, INC., V. T. HAMMOND, RLS # 2554, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING COMMENCE AT AN IRON PIN FOUND (ONE INCH OPEN TOP PIPE) AT THE NORTHWESTERLY CORNER OF LAND LOT 172 (SAID LAND LOT CORNER BEING COMMON TO LAND LOTS 180, 181, 172 AND 173), running thence South 25 degrees 09 minutes 30 seconds East a distance of 76.20 feet to a point and the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING AS THUS ESTABLISHED, running thence South 25 degrees 09 minutes 30 seconds East a distance of 16.00 feet to a point; running thence South 08 degrees 29 minutes 05 seconds East a distance of 171.37 feet to a point located on the northwesterly right-of-way of Connors Road (having a 60-foot right-of-way); running thence along the northwesterly right-of-way of said Connors Road South 70 degrees 49 minutes 44 seconds West a distance of 2.94 feet to a point; running thence along the northwesterly right-of-way of said Connors Road along an arc of a curve to the right an arc distance of 63.97 feet to a point (said arc being subtended by a chord bearing South 73 degrees 03 minutes 50 seconds West a chord distance of 63.96 feet and having a radius of 820.00 feet); running thence along the northwesterly right-of-way of said Connors Road South 75 degrees 17 minutes 56 seconds West a distance of 142.34 feet to a point; running thence along the northwesterly right-of-way of said Connors Road along an arc of a curve to the left an arc distance of 6.00 feet to a point (said arc being subtended by a chord bearing South 75 degrees 02 minutes 42 seconds West a chord distance of 6.00 feet and having a radius of 677.06 feet); running thence North 15 degrees 55 minutes 01 seconds West a distance of 194.00 feet to a point; running thence North 76 degrees 32 minutes 39 seconds East a distance of 235.00 feet to a point and the TRUE POINT OF BEGINNING.

PARCEL B:

All that tract or parcel of land lying and being in Land Lots 173 and 180 of the 2nd District, 5th Section, Douglas County, Georgia, being Lots 5, 21, 224

15" West for a distance of 127.36 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running South 14° 21' 15" West for a distance of 83.19 feet to a point, thence running South 00° 36' 15" West for a distance of 153.47 feet to the True Point of Beginning.

Said tract contains 0.62 acres according to a survey prepared by Georgia and West, Inc., dated February 13, 2009, and entitled "Corrective Plat of Survey for: Ormond Land Partners, LLC & Family R First, LLC".

PARCEL F:

Legal Description for Tract 4

All that tract or parcel of land lying and being located in Land Lots 180 and 181 of the Second District, Fifth Section, City of Villa Rica, Douglas County, Georgia, and being more particularly described as follows:

To reach the Point of Beginning commence at the southwest corner of Land Lot 181, thence running South 87° 46' 03" East for a distance of 55.93 feet to a point, thence running North 25° 09' 30" West for a distance of 135.11 feet to a point, thence running curvilinearly along a curve having an arc of 44.96 feet and a chord running North 12° 16' 38" West for a distance of 44.59 feet to a point, thence running North 00° 36' 15" East for a distance of 150.34 feet to a point, thence running North 00° 36' 15" East for a distance of 153.47 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North 14° 21' 15" East for a distance of 83.19 feet to a point, thence running North 28° 06' 15" East for a distance of 127.36 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North 14° 21' 15" East for a distance of 83.19 feet to a point, thence running North 00° 36' 15" East for a distance of 78.18 feet to a point, thence running North 00° 36' 15" East for a distance of 48.35 feet to a point, thence running North 00° 36' 15" East for a distance of 172.46 feet to a point, thence running North 00° 36' 15" East for a distance of 84.78 feet to a point, thence running curvilinearly along a curve having an arc of 174.69 feet and a chord running North 18° 54' 16" East for a distance of 171.76 feet to the True Point of Beginning, thence running North 04° 12' 51" East for a distance of 67.68 feet to a point, thence running North 89° 45' 24" West for a distance of 127.69 feet to a point, thence running South 74° 48' 20" West for a distance of 51.87 feet to a point, thence running North 89° 45' 24" West for a distance of 113.64 feet to a point, thence running North 07° 00' 00" West for a distance of 159.23 feet to a point, thence running North 30° 00' 00" East for a distance of 145.00 feet to a point, thence running North 84° 00' 00" East for a distance of 130.00 feet to a point, thence running South 53° 00' 00" East for a distance of 245.00 feet to a point, thence running South 37° 00' 00" West for a distance of 105.00 feet to a point, thence running South 53° 00' 00" East for a distance of 50.00 feet to a point, thence running South 37° 00' 00" West for a distance of 113.61 feet to the True Point of Beginning.

Said tract contains 2.06 acres according to a survey prepared by Georgia and West, Inc., dated February 13, 2009, and entitled "Corrective Plat of Survey for: Ormond Land Partners, LLC & Family R First, LLC".

PARCEL G:

Legal Description for Tract 5

All that tract or parcel of and lying and being located in Land Lot 180 of the Second District, Fifth Section, City of Villa Rica, Douglas County, Georgia, and being more particularly described as follows:

To reach the Point of Beginning commence at the southeast corner of Land Lot 180, thence running South 87° 46' 03" East for a distance of 55.93 feet to a point, thence running North 25° 09' 30" West for a distance of 135.11 feet to a point, thence running curvilinearly along a curve having an arc of 44.96 feet and a chord running North 12° 16' 38" West for a distance of 44.59 feet to a point, thence running North 00° 36' 15" East for a distance of 150.34 feet to a point, thence running North 00° 36' 15" East for a distance of 153.47 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North 14° 21' 15" East for a distance of 83.19 feet to a point, thence running North 28° 06' 15" East for a distance of 127.36 feet to a point, thence running curvilinearly along a curve having an arc of 83.99 feet and a chord running North 14° 21' 15" East for a distance of 83.19 feet to a point, thence running North 00° 36' 15" East for a distance of 78.18 feet to a point, thence running North 00° 36' 15" East for a distance of 48.35 feet to a point, thence running North 00° 36' 15" East for a distance of 172.46 feet to a point, thence running North 00° 36' 15" East for a distance of 84.78 feet to a point, thence running curvilinearly along a curve having an arc of 174.69 feet and a chord running North 18° 54' 16" East for a distance of 171.76 feet to a point, thence running North 04° 12' 51" East for a distance of 67.68 feet to a point, thence running North 89° 45' 24" West for a distance of 127.69 feet to a point, thence running South 74° 48' 20" West for a distance of 51.87 feet to a point, thence running North 89° 45' 24" West for a distance of 113.64 feet to a point, thence running South 07° 00' 00" East for a distance of 55.77 feet to a point, thence running South 65° 00' 00" West for a distance of 16.00 feet to the True Point of Beginning, thence running South 25° 00' 00" East for a distance of 13.77 feet to a point, thence running South 63° 49' 59" West for a distance of 147.66 feet to a point, thence running South 50° 40' 20" West for a distance of 23.75 feet to a point, thence running North 85° 20' 10" West for a distance of 420.70 feet to a point, thence running South 89° 23' 45" East for a distance of 429.37 feet to a point, thence running North 65° 00' 00" East for a distance of 149.00 feet to the True Point of Beginning.

Said tract contains 0.20 acres according to a survey prepared by Georgia and West, Inc., dated February 13, 2009, and entitled "Corrective Plat of Survey for: Ormond Land Partners, LLC & Family R First, LLC".

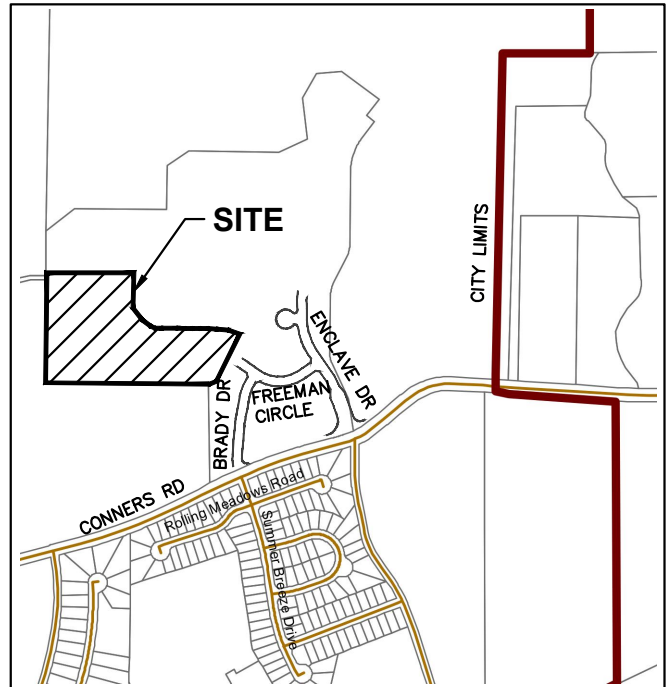
TRUE 32 ACRES LEGAL 2018.wpd

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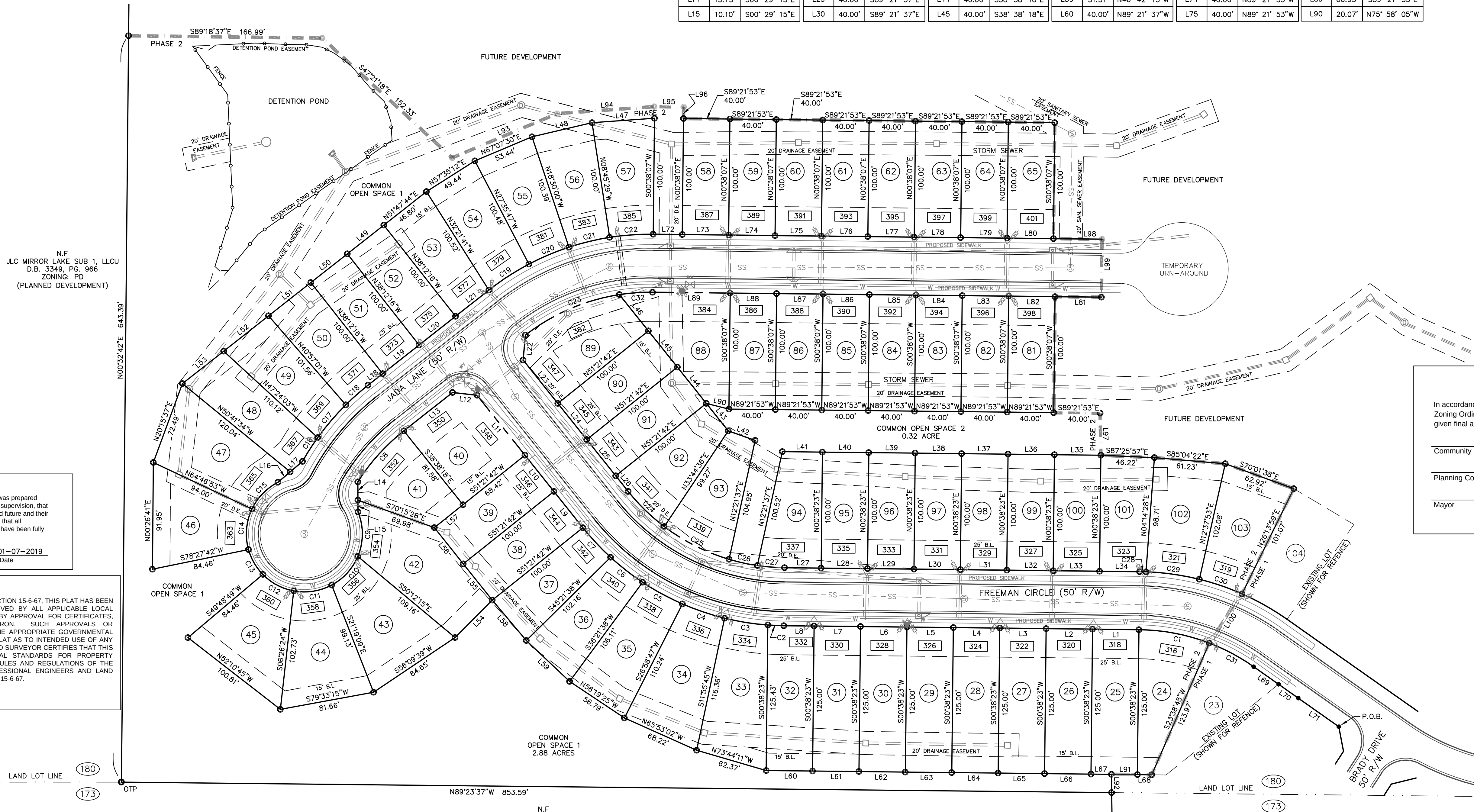
MAR 02 2018

Tammy M. Howard, Clerk
Superior & State Court
Douglas County, GA

Curve Table					Curve Table					Curve Table					Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table			Parcel Line Table					
Curve #	Length	Radius	Chord Direction	Chord Length	Curve #	Length	Radius	Chord Direction	Chord Length	Curve #	Length	Radius	Chord Direction	Chord Length	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
C1	62.07'	175.00'	N79° 11' 55"W	61.75'	C13	25.00'	50.00'	S29° 58' 35"E	24.74'	C25	62.85'	175.00'	S63° 10' 44"E	62.52'	L1	40.00'	N89° 21' 37"W	L16	13.89'	N49° 33' 44"E	L31	40.00'	S89° 21' 37"E	L46	40.13'	S38° 38' 18"E	L61	40.00'	N89° 21' 37"W	L76	40.00'	N89° 21' 53"W	L91	22.32'	S89° 21' 37"E
C2	13.92'	225.00'	S87° 35' 19"E	13.91'	C14	35.90'	50.00'	S04° 54' 50"W	35.13'	C26	25.02'	175.00'	S77° 33' 51"E	25.00'	L2	40.00'	N89° 21' 37"W	L17	13.89'	N49° 33' 44"E	L32	40.00'	S89° 21' 37"E	L47	54.01'	N85° 51' 59"E	L62	40.00'	N89° 21' 37"W	L77	40.00'	N89° 21' 53"W	L92	15.70'	S00° 44' 08"E
C3	37.73'	225.00'	S81° 00' 45"E	37.69'	C15	32.67'	50.00'	S44° 11' 50"W	32.09'	C27	23.52'	175.00'	S85° 30' 37"E	23.50'	L3	40.00'	N89° 21' 37"W	L18	16.05'	N51° 47' 44"E	L33	40.00'	S89° 21' 37"E	L48	53.12'	N76° 50' 09"E	L63	40.00'	N89° 21' 37"W	L78	40.00'	N89° 21' 53"W	L93	25.42'	S89° 21' 53"E
C4	38.36'	225.00'	S71° 19' 24"E	38.32'	C16	24.33'	225.00'	S32° 42' 20"W	24.32'	C28	5.48'	225.00'	N88° 39' 44"W	5.48'	L4	40.00'	N89° 21' 37"W	L19	40.00'	N51° 47' 44"E	L34	34.51'	S89° 21' 37"E	L49	40.00'	N51° 47' 44"E	L64	40.00'	N89° 21' 37"W	L79	40.00'	N89° 21' 53"W	L94	10.00'	S00° 38' 07"W
C5	39.17'	225.00'	S61° 27' 04"E	39.12'	C17	37.28'	225.00'	S40° 33' 00"W	37.24'	C29	46.51'	225.00'	N82° 02' 31"W	46.43'	L5	40.00'	N89° 21' 37"W	L20	40.00'	N51° 47' 44"E	L35	40.00'	S89° 21' 37"E	L50	40.00'	N51° 47' 44"E	L65	40.00'	N89° 21' 37"W	L80	40.00'	N89° 21' 53"W	L97	36.24'	S00° 57' 37"E
C6	35.00'	225.00'	S52° 00' 27"E	34.96'	C18	25.52'	225.00'	S48° 32' 47"W	25.51'	C30	38.91'	225.00'	N71° 09' 56"W	38.86'	L6	40.00'	N89° 21' 37"W	L21	36.57'	N51° 47' 44"E	L36	40.00'	S89° 21' 37"E	L51	46.38'	N51° 47' 44"E	L66	40.00'	N89° 21' 37"W	L81	40.00'	S89° 21' 53"E	L98	41.95'	S89° 21' 53"E
C7	35.00'	225.00'	S43° 05' 41"E	34.96'	C19	41.15'	225.00'	S57° 02' 06"W	41.09'	C31	43.40'	175.00'	N61° 55' 58"W	43.29'	L7	40.00'	N89° 21' 37"W	L22	21.53'	S05° 28' 22"W	L37	40.00'	S89° 21' 37"E	L52	49.26'	N51° 47' 44"E	L67	17.68'	S89° 21' 37"E	L82	40.00'	S89° 21' 53"E	L99	50.00'	S00° 38' 07"W
C8	59.62'	175.00'	S42° 02' 07"W	59.34'	C20	37.55'	225.00'	S67° 03' 20"W	37.51'	C32	28.75'	175.00'	S85° 55' 46"W	28.71'	L8	26.09'	N89° 21' 37"W	L23	47.89'	S38° 38' 18"E	L38	40.00'	S89° 21' 37"E	L53	45.22'	N51° 47' 44"E	L68	12.33'	S89° 21' 37"W	L83	40.00'	S89° 21' 53"E	L100	50.65'	S33° 57' 35"W
C9	39.43'	50.00'	N00° 16' 29"E	38.41'	C21	36.15'	225.00'	S76° 26' 20"W	36.11'						L9	40.00'	N38° 38' 18"W	L24	40.00'	S38° 38' 18"E	L39	40.00'	S89° 21' 37"E	L54	45.47'	S44° 49' 18"W	L69	26.27'	N54° 49' 43"W	L84	40.00'	S89° 21' 53"E			
C10	34.02'	50.00'	N42° 21' 21"E	33.37'	C22	37.68'	225.00'	S85° 50' 17"W	37.63'						L10	40.00'	N38° 38' 18"W	L25	40.00'	S38° 38' 18"E	L40	40.00'	S89° 21' 37"E	L55	40.00'	N38° 38' 18"W	L70	20.80'	N54° 49' 43"W	L85	40.00'	S89° 21' 53"E			
C11	33.77'	50.00'	N81° 11' 40"E	33.13'	C23	89.09'	175.00'	S66° 38' 24"W	88.13'						L11	66.06'	N38° 38' 18"W	L26	17.22'	S38° 38' 18"E	L41	34.61'	S89° 21' 37"E	L56	40.00'	N38° 38' 18"W	L71	42.68'	N54° 49' 43"W	L86	40.00'	S89° 21' 53"E			
C12	30.68'	50.00'	S61° 52' 44"E	30.20'	C24	43.53'	175.00'	S45° 45' 51"E	43.42'						L12	21.29'	N83° 25' 17"W	L27	31.58'	S89° 21' 37"E	L42	24.54'	S70° 23' 45"E	L57	31.58'	S51° 21' 42"W	L72	25.00'	S89° 21' 53"E	L87	40.00'	S89° 21' 53"E			
															L13	53.42'	S51° 47' 44"W	L28	40.00'	S89° 21' 37"E	L43	30.25'	S38° 38' 18"E	L58	45.55'	N40° 02' 18"W	L73	40.00'	N89° 21' 53"W	L88	40.00'	S89° 21' 53"E			
															L14	15.73'	S00° 29' 15"E	L29	40.00'	S38° 38' 18"E	L44	40.00'	S38° 38' 18"E	L59	51.31'	N46° 42' 13"W	L74	40.00'	N89° 21' 53"E	L89	66.95'	S89° 21' 53"E			
															L15	10.10'	S00° 29' 15"E	L30	40.00'	S89° 21' 37"E	L45	40.00'	S38° 38' 18"E	L60	40.00'	N89° 21' 37"W	L75	40.00'	N89° 21' 53"W	L90	20.07'	N75° 58' 05"W			



LOCATION MAP
VILLA RICA, GEORGIA
SCALE: 1"=1000'



SURVEYORS CERTIFICATION

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown hereon actually exist or are marked future and their location, size, type and material are correctly shown, and that all requirements of the development and zoning regulations have been fully complied with.

GA. REG. L.S. #1225 MICHAEL D. CRAWFORD
Date 01-07-2019

SURVEYORS CERTIFICATION

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

GA. REG. L.S. #1225 MICHAEL D. CRAWFORD

City of Villa Rica Certificate

In accordance with the City of Villa Rica Development Regulation 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 _____

Owner's Certificate

The owner of the plot shown of 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 _____

GENERAL SITE NOTES:

1. SITE AREA 11.99 ACRES (PHASE 2)
2. ZONING: PD (PLANNED DEVELOPMENT)
3. SET BACKS:
FRONT - 25' (MAJOR & MINOR)
REAR - 15'
SIDE - 0'
4. PROPOSED PHASE 2:
TOTAL AREA = 66 (5.50 UPA)
MIN. DWELLING SIZE = 1500 S.F.
5. COMMON OPEN SPACE (PHASE 2):
COMMON OPEN SPACE (1) 2.88 ACRES
COMMON OPEN SPACE (2) 0.32 ACRES
6. DRAINAGE EASEMENTS OFF THE RIGHT OF WAY SHALL BE MAINTAINED BY THE PROPERTY OWNER.
7. FOR LOTS UPSTREAM OF CULVERT ROAD CROSSINGS, FINISH FLOOR ELEVATIONS SHALL BE NO LESS THAN 2 FEET ABOVE THE LOW POINT IN THE ROAD.
8. SIDEWALKS ARE REQUIRED TO BE INSTALLED WITH THE CONSTRUCTION OF EACH HOME.
9. PROTECTIVE COVENANTS RECORDED IN D.B. 2873 PG. 893-946
10. HALF INCH REBAR WITH IDENTIFICATION CAPS SET AT ALL PROPERTY CORNERS UNLESS NOTED OTHERWISE.
11. EASEMENT CENTERED ON CONSTRUCTED STORM SEWERS.

FINAL PLAT FOR LIBERTY POINTE PHASE 2

LOCATED IN LAND LOT 180 DISTRICT 2, SECTION 5
CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA
SCALE: 1" = 50' DATE: 11-06-2018
CHECKED BY: REVISOR: 01-07-2019
JN06004
4-16-112

LEGEND			
[101]	HOUSE NUMBER	E.O.P. EDGE OF PAVEMENT	C CENTERLINE
[102]	LOT NUMBER	-X- FENCE LINE	A/C AIR CONDITIONING
[103]	PROPERTY CORNER	-O- SIGN	P.O.C. POINT OF COMMENCEMENT
[104]	PROPERTY LINE	P.I. POINT OF INTERSECTION	P.O.B. POINT OF BEGINNING
[105]	IRON PIN FOUND (1/2" REBAR UNLESS NOTED)	[106] SANITARY SEWER COVER	[107] 1033 CATCH BASIN
[106]	IRON PIN PLACED (1/2" REBAR)	[107] POWER BOX	[108] 1034 CATCH BASIN
[107]	OPEN TOP PIPE	[108] CABLE TV BOX	[109] 1019A DROP INLET
[108]	CRIMPED TOP PIPE	[109] LAMP POLE	[110] 1011A JUNCTION BOX
[109]	RIGHT OF WAY	[110] UTILITY POLE	[111] 1019A TYPE E CURB INLET
[110]	RIGHT OF WAY	[111] LAMP POLE	[112] 1125 HEADWALL
[111]	R/W MONUMENT	[112] OVERHEAD POWER	[113] WATER VALVE
[112]	LAND LOT NUMBER	[113] UNDERGROUND POWER	[114] EXISTING FIRE HYDRANT
[113]	LAND LOT LINE	[114] GAS	[115] EXISTING WATER METER
[114]	LAND LOT LINE	[115] SANITARY SEWER	
[115]	LAND LOT LINE	[116] WATER	

LOT AREA TABLE			
24	4,616 sq.ft.	49	4,529 sq.ft.
25	5,000 sq.ft.	50	4,410 sq.ft.
26	5,000 sq.ft.	51	4,000 sq.ft.
27	5,000 sq.ft.	52	4,000 sq.ft.
28	5,000 sq.ft.	53	4,168 sq.ft.
29	5,000 sq.ft.	54	4,515 sq.ft.
30	5,000 sq.ft.	55	4,533 sq.ft.
31	5,000 sq.ft.	56	4,436 sq.ft.
32	5,002 sq.ft.	57	4,547 sq.ft.
33	5,938 sq.ft.	58	4,000 sq.ft.
34	5,948 sq.ft.	59	4,000 sq.ft.
35	5,143 sq.ft.	60	4,000 sq.ft.
36	4,458 sq.ft.	61	4,000 sq.ft.
37	4,047 sq.ft.	62	4,000 sq.ft.
38	4,000 sq.ft.	63	4,000 sq.ft.
39	4,000 sq.ft.	64	4,000 sq.ft.
40	5,451 sq.ft.	65	4,000 sq.ft.
41	4,142 sq.ft.	66	4,000 sq.ft.
42	6,651 sq.ft.	67	4,000 sq.ft.
43	5,851 sq.ft.	68	4,000 sq.ft.
44	5,554 sq.ft.	69	4,000 sq.ft.
45	5,558 sq.ft.	70	4,000 sq.ft.
46	5,272 sq.ft.	71	4,000 sq.ft.
47	6,056 sq.ft.	72	4,000 sq.ft.
48	4,771 sq.ft.	73	4,000 sq.ft.

THE F.I.R.M. PANEL 13045C0176D DATE 09/19/2007 INDICATES THIS PROPERTY OR A PORTION IS NOT LOCATED IN A FLOOD HAZARD AREA.

CLOSURE

THE FIELD DATA UPON THIS MAP OR PLAT IS BASED ON A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 10" PER ANGLE POINT, AND WAS ADJUSTED USING CRANDALL RULE.

GENERAL NOTES

1. NO TITLE OR ABSTRACT RESEARCH WAS PERFORMED BY THE UNDERSIGNED FOR THIS SURVEY.

2. NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OR RIGHTS OF WAY. IF ANY, THAT ARE VISIBLE FROM CASUAL INSPECTION OF ACTS OF POSSESSION BY ADJACENTS TO THE LANDS SHOWN AND DESCRIBED HEREON.

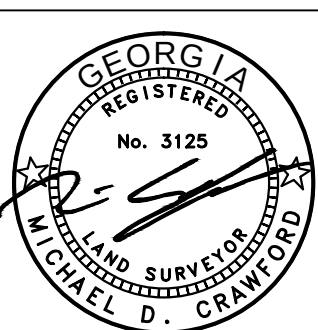
3. NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OR LOCATION OF UNDERGROUND STRUCTURES IS IMPLIED. ONLY THOSE ITEMS SHOWN HAVE BEEN ADDRESSED.

6. THE ACCEPTANCE OF THE PLAT HEREON

AND MONUMENTS USED AND SET DURING THE PERFORMANCE OF THE FIELD SURVEY HEREBY LIMIT THE TORT OR CONTRACT LIABILITY TO AN AMOUNT NOT TO EXCEED THE FEE CHARGED. IF ADDITIONAL LIABILITY IS REQUIRED BY THE CLIENT, THEN AN AMOUNT OF 1% OF THE TOTAL LIABILITY REQUEST MUST BE PAID TO THE UNDERSIGNED PRIOR TO COMMENCEMENT OF WORK.

7. NO WARRANTY OR GUARANTEE AS TO COUNTY OR CITY ORDINANCE ISSUES TO INCLUDE SET BACKS, HAS BEEN IMPLIED. ONLY THOSE ITEMS SHOWN HAVE BEEN ADDRESSED.

GEORGIA & WEST, INC.
ENGINEERING • LAND SURVEYING • LAND PLANNING
105 CORPORATE DRIVE CARROLLTON, GA 30117
E-MAIL: mailbox@georgiandwest.com
OFFICE (770) 834-6694
FAX (770) 834-1005





CITY OF VILLA RICA

City Council Packet

SUBJECT: Retail sale of packaged beer and packaged wine for Pilot Travel Center # 4559

CITY COUNCIL AGENDA DATE: February 12, 2019

DATE: January 31, 2019

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to sale packaged beer and packaged wine at Pilot Travel Center # 4559, 95 Liberty Road, Villa Rica, and GA 30180.

BACKGROUND: The applicant has complied with the Ordinance with regard to the legal notification requirements, and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location zoning restrictions that would hinder the issuance of the license. The applicant was previously approved for the sale of packaged beer and packaged wine. However, their Alcohol Permit was voluntarily surrendered due to the decision of their corporate office to cease alcohol sales at several of their retail locations.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: It is my recommendation that we approve the alcoholic beverage application for Pilot Travel Center # 4559 located at 95 Liberty Road, Villa Rica, and GA 30180.



Public Hearing Date

City Council: February 12, 2019

Request: Alcoholic Beverage License

Project Description: Retail Package Malt Beverages & Wine

Applicant: Pilot Corporation dba Pilot Travel Center # 4559
Licensee: Stephanie Nicole Harris
12 Marie Place
Villa Rica, Georgia 30180

Location: 95 Liberty Road, Land Lot 144, 2nd District; Carroll County, **Ward 5**

Parcel Number(s): V06 0070011

Current Zoning: GC (General Commercial)

Current Land Use: Convenience store and retailer of food and beverage items

Location and Zoning Requirements:

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

Sec. 3-46. Zoning Restriction

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

The subject property is zoned GC (General Commercial).

Sec. 4-70. Proximity Restrictions:

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

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

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

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

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

Staff Comments:

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

Recommendation:

Planning Staff recommends **Approval** of the request by Pilot Corporation. Stephanie Nicole Harris, for Retail Package Malt Beverages and Wine License at 95 Liberty Road, Villa Rica, GA 30180.

Public Response:

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

Bobby C. Elliott
Director of Community Development

Attachments:

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



CITY OF VILLA RICA
ALCOHOL LICENSE APPLICATION

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Office of the City Manager, Villa Rica City Hall, 571 W. Bankhead Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and a check for the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a partnership shall be issued in the name of the partnership and in the name of one of the partners who shall be the named licensee. A license issued to a corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the majority stockholder or a principal officer of the corporation; and such majority stockholder or officer shall be the named licensee. A license issued to a corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the corporation and in the name of the officer or employee of the corporation primarily responsible for the operation of the licensed premises; and such officer or employee shall be the named licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100	Pouring Restaurant - All	\$100	Pouring Supper Club	\$500
Package Wine	\$100	Pouring Beer & Wine	\$100	Supper Club Wine & Beer	\$500
Wine Tasting	\$100	Wholesale Dealer	\$500	Alcohol Catering	\$100
Growler	\$100	Wine & Craft Beer Boutique	\$100	Special Event	\$100

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

- ☒ Retail Package Malt Beverages & Wine - \$300
- ☐ Retail Package Malt Beverage - \$200
- ☐ Pouring License Restaurant - \$3,500
- ☐ Pouring License Supper Club - \$5,000
- ☐ Pouring License Private Club - \$3,500
- ☐ Growler License (in conjunction with Retail Package Malt Beverage License) - \$200
- ☐ Retail Package Wine - \$100
- ☐ Limited Pouring License Restaurant - \$500
- ☐ Limited Pouring License Supper Club - \$3,000
- ☐ Limited Pouring License Private Club - \$500
- ☐ Alcohol Catering (in conjunction with Limited Pouring License - Restaurant) - \$500
- ☐ Wine Tasting (in conjunction with Retail Package Wine License) - \$100
- ☐ Wine & Craft Beer Boutique - \$500

TYPE OF OUTLET

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

PART I

I. Type of Ownership

- ☐ Individual ☐ Partnership ☒ Corporation

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

N/A
Full Name _____ Address _____

(B) If corporation/partnership, give corporate/partnership name: Pilot Corporation
Federal Tax ID: 62-0600415

Please See attached

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

Full Name	Address	% Interest
Full Name	Address	% Interest
Full Name	Address	% Interest
Full Name	Address	% Interest

Describe the principle business of the corporation/partnership:

Retail sales of convenience store items & fast food

Full name, legal residence, and social security number of the named licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a named licensee:

Stephanie Nicole Harris 12 Marie Place, Villa Rica, GA 30180
Full Name 253-61-7294 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: Pilot Travel Center #4559

4. Address of business for which application is made: 95 Liberty Rd., Villa Rica, GA 30180

Phone Number: (770) 456-9941 (865) 588-7488
Business Home

Mailing Address: Attn: Tax Dept. PO Box 10146, Knoxville, TN 37939

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

*** PART II ***

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

2. Have you received a copy of the City of Villa Rica Alcoholic Beverage Ordinance? ☒ Yes ☐ No
No application will be processed until receipt of a copy of this ordinance is acknowledged.

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

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

- (a) A copy of the deed to the premises to be licensed, if owned by applicant. ☐
(b) A copy of the lease agreement covering the premises to be licensed, if leased by the applicant. ☒
(c) In the case of a partnership, a copy of the partnership agreement. ☐
(d) In the case of a corporation, a copy of the articles of incorporation. ☒
(e) A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or noncompliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica. ☒

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No

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

No pouring license application will receive final approval until the necessary permits are secured.

9. Do you comply with the requirements of Regulation 560-2-2-.38 below? ☒ Yes ☐ No

Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own, or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

10. Has the named licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica? ☒ Yes ☐ No

11. Has the named licensee, any partner(s), the corporation, or any corporate officer been:

(a) Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude?

☐ Yes ☒ No

(b) Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No

(c) Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No

(d) Been convicted of selling alcohol to a minor within the past three (3) years? ☐ Yes ☒ No

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

N/A

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

If yes, describe in detail and give dates:

Please see attached

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.

Dorine Norton 567 CenterPoint Rd., Temple, GA 30179 (770) 380-4497

Kim McGee 306 Birchwood Dr., Temple, GA 30179 (678)850-0050
Dan Korir 5508 Lonas Rd., Knoxville, TN 37909 (865)223-3966

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

Carrollton, GA

Place of Birth

11/08/1986

Date of Birth

* PART III *

VERIFICATION

State of Georgia, Carroll County

I, Stephanie Nicole Harris, 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.

Stephanie Nicole Harris

Applicants Signature (FULL NAME IN INK)

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

This 8th day of January 2019

Nyree Simpson

Notary Public

My Commission Expires: 12/3/2021

(Seal)





PILOT CORPORATION

FEDERAL ID # 62-0600415

MAILING ADDRESS:

DATE OF INCORPORATION: OCTOBER 15, 1958

P.O. BOX 10146
KNOXVILLE, TN 37939-0146
(865) 588-7488

STATE OF INCORPORATION: TENNESSEE

OFFICERS

JAMES A. HASLAM III, CEO
1406 ENCLAVE WAY
KNOXVILLE, TN 37939
% OWNERSHIP: 0.00%

PAUL PARDUE, CFO, VP, SECRETARY, & TREASURER,
1912 GRENADA BLVD.
KNOXVILLE, TN 37922
% OWNERSHIP: 0.00%

JAMES A. HASLAM, II PRESIDENT
1036 CRAIGLAND COURT
KNOXVILLE, TN 37919
% OWNERSHIP: 0.00%

WHITNEY HASLAM JOHNSON, ASST. SECRETARY
411 ELLENDALE AVE
NASHVILLE, TN 37215
% OWNERSHIP: 0.00%

OWNERS

William E. Haslam 2017 GRAT
SHAREHOLDER
% OWNERSHIP: 13.688507209%

Susan Bagwell Haslam 2017 GRAT
SHAREHOLDER
% OWNERSHIP: 12.931498895%

James A. Haslam, III 2017 GRAT
SHAREHOLDER
% OWNERSHIP: 12.931498895%

WILLIAM E. HASLAM
SHAREHOLDER
% OWNERSHIP: 8.9413114150%

THE JAMES A. HASLAM II 2017 DESCENDANTS TRUST
CHAIRMAN OF THE BOARD, SHAREHOLDER
% OWNERSHIP: 1.4723998240%

2018 ANN HASLAM BAILEY IRREVOCABLE TRUST
SHAREHOLDER
% OWNERSHIP: 9.7786345550%

THE WHITNEY HASLAM JOHNSON 2017 DESCENDANTS TRUST
SHAREHOLDER
% OWNERSHIP: 1.3296114680%

JACKSON KILLIAN ARNHOLT QSST TRUST
SHAREHOLDER
% OWNERSHIP: 0.3327797960%

WHITNEY HASLAM JOHNSON IRREVOCABLE TRUST
SHAREHOLDER
% OWNERSHIP: 2.9090010790%

SUSAN HASLAM ARNHOLT QSST TRUST
SHAREHOLDER
% OWNERSHIP: 0.3208920420%

WHITNEY HASLAM JOHNSON 2017 GRAT
SHAREHOLDER
% OWNERSHIP: 3.4166565020%

WYATT EDWARD HASLAM QSST TRUST
SHAREHOLDER
% OWNERSHIP: 0.0778212970%

JAMES HENRY JOHNSON QSST TRUST
SHAREHOLDER
% OWNERSHIP: 0.3195969530%

JOSEPHINE ANNE HASLAM QSST TRUST
SHAREHOLDER
% OWNERSHIP: 0.0068620370%

AFFP

1-tg-22230-Alcohol Sales

Affidavit of Publication

STATE OF GEORGIA } SS
COUNTY OF CARROLL }

Rachael Raney, being duly sworn, says:

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

January 22, 2019

1-tg-22230-Alcohol Sales

PILOT CORPORATION has filed an application to sell alcoholic beverages on the premises 95 Liberty Road, Villa Rica, Ga. as a Convenience Store/ Off Premises beer & wine license.

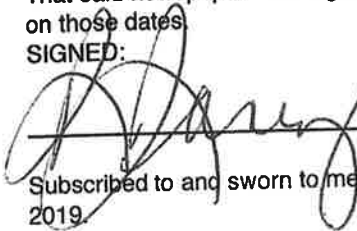
A public hearing will be held on February 5, 2019 at 6:00 p.m. at the Holt-Bisop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at :678-785-1022.

Tunya Johnson
NOTARY PUBLIC
Carroll County, GEORGIA
My Commission Expires 08/12/2022

Publisher's Fee: \$ 20.00

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

SIGNED:


Subscribed to and sworn to me this 22nd day of January 2019.


Notary Public, Carroll County, Georgia

40090467 40322230

Eva Harris
Tax Dept.
PO Box 10146
Knoxville, TN 37939-0146

SUBLEASE

This SubLease Agreement ("Agreement") is entered this 31 day of August, 2018, by and between **PFJ Southeast LLC**, a Delaware limited liability company ("Lessor"); and **Pilot Corporation**, a Tennessee Corporation ("Pilot").

WHEREAS, Pilot is in the business of owning, constructing and operating convenience stores and travel centers for the sale of gasoline, diesel fuel, other related petroleum products and the operation of fast food restaurants; and

WHEREAS, Lessor leases a certain tract of real property as more fully described below from Lease Agreement by and between Sheffield Properties and PFJ Southeast LLC; and

WHEREAS, Pilot desires to sublease from Lessor a certain tract of real property as more fully described below; and

WHEREAS, Lessor desires to sublease the said tract of real property to Pilot under the terms, conditions and provisions as set out herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, it is agreed as follows:

1. SUBLEASE OF PROPERTY: Lessor hereby subleases to Pilot, and Pilot hereby subleases from Lessor, under the terms and conditions hereinafter set forth, a tract of real property located at 95 Liberty Road, Villa Rica, Georgia, which property is more particularly described on **Exhibit "A"** attached hereto. Together with all buildings and structures located on the above described property and all of the contents of said building and structures, all of the above being herein after referred to as the "Premises." Pilot shall be responsible for the sale of all items at the Location inside the convenience store and the cashiers at the Location shall only be employed by Pilot.

2. TERM, RENT AND OPTIONS: The term of this Agreement ("Term") shall be for a period of ten (10) years commencing September 1, 2019 (the "Commencement Date"), all under the terms, rents and conditions as set forth below:

(a) Pilot shall pay Lessor each month of this Agreement the sum of Ten Thousand Dollars (\$10,000.00) in cash, said cash payment being due on or before the first day of the calendar month, with subsequent payments due on the 1st of each calendar month thereafter.

(b) Pilot shall have four (4) ten-year options to extend the Terms of this Agreement. The options shall automatically renew unless either party provides the other party with written notice, at

least ninety (90) days prior to the expiration of the initial term (or the then applicable option term), stating the party's intent not to renew this Agreement. If this Agreement is extended, all of the terms and conditions contained herein shall be applicable to the option period.

3. USE OF PREMISES:

(a) Pilot (i) may use the Premises for all lawful purposes in connection with its business of constructing and operating a convenience store and/or travel center including but not limited to the sale of diesel fuel, gasoline and other related petroleum products, a truck wash and/or truck scale, a truck lubrication facility, the sale of various types of merchandise and services, such as lottery tickets, coin-operated amusement machines, beer and wine, and gift cards, as well as the operation of a fast food restaurant and parking for same; (ii) may erect and display its normal and customary signs as long as any such signs comply with all applicable laws related thereto; (iii) shall be responsible for all electricity and utility charges in connection with the Premises; and (iv) shall be responsible for all maintenance, repairs, alterations or improvements on or to the Premises. Pilot may make improvements and/or alterations to the Premises without Lessor's consent. Lessor shall cooperate with Pilot in obtaining any drainage utility or other easements which may be necessary or desirable for Pilot's use of the Premises.

(b) The selection of contractors, subcontractors, architects, etc. for any improvements made by Pilot at or to the Premises, and the method and manner of construction, shall be determined solely by Pilot. Pilot may make any and all necessary soil excavations, soil removal and disposal, grading and other changes to the Premises as is necessary to construct said improvements.

(c) Pilot shall not permit any liens of any kind to attach to the Premises or Pilot's leasehold estate and Pilot shall indemnify and hold Lessor harmless from any such liens

4. SURRENDER OF POSSESSION: At the conclusion of this Agreement, Pilot covenants to surrender possession of the premises to Lessor. At that time, Pilot may remove from the Premises any of its furnishings, tanks, fixtures, pumps, signs and all other items of personal property. Pilot shall surrender the Premises free of any petroleum contamination caused by Pilot which is in excess of then applicable state, federal or local standards. If, in order to comply with this provision, remediation efforts must extend beyond the end of the Term, Lessor shall provide Pilot with reasonable access to the Premises to conduct such remediation efforts, and Pilot shall conduct such efforts in a way which will not materially interfere with Lessor's use and enjoyment of the Premises. Except for those items which Pilot is permitted to remove from the Premises, all buildings and other improvements erected by Pilot shall become the property of Lessor upon termination of this Agreement (whether by expiration of the Term, default or any other reason) and the

property shall be surrendered in good condition, normal wear and tear excepted.

5. LESSOR'S WARRANTY OF TITLE AND QUIET ENJOYMENT: Lessor covenants and agrees with Pilot that Lessor has the right to sublease the Premises that, except as has been disclosed to Pilot, the same is free and clear of any and all liens, claims and encumbrances, and that Lessor shall defend the same against all such claims whatsoever. Lessor further covenants and agrees that Pilot, by paying all rental payments and by observing and fulfilling the covenants and obligations of this Agreement, shall lawfully and peacefully hold, occupy and enjoy the Premises during the initial term hereof and any such term thereafter, without any hindrance or molestation by Lessor, or by any person(s) whomsoever purporting to claim a right or interest in the Premises. Lessor does not warrant Pilot against disturbances by any person(s) not claiming any rights or interest in the Premises.

6. ASSIGNMENT: Pilot shall have the right to sublet or assign any and/or all of its rights and privileges under this Agreement.

7. MAINTENANCE OF PREMISES: Pilot shall at all times maintain the Premises in a state of repair consistent with other travel centers and convenience stores owned or leased by Pilot.

8. NOTICES: All notices under this Agreement shall be in writing forwarded certified mail, return receipt requested, directed to Lessor as follows:

PFJ Southeast LLC
5508 Lonas Road
Knoxville, TN 37909
Attn: General Counsel

All notices to Pilot shall be directed in like manner as follows:

Pilot Corporation
5508 Lonas Road
Knoxville, TN 37909
Attn: Vice President and CFO

9. INSURANCE AND INDEMNITY:

(a) Pilot agrees that at all times during the term of this Agreement or any extensions thereof, it shall keep in effect a policy of public liability and property damage insurance with such deductibles as may be, from time to time, selected by Pilot (naming Lessor as an additional insured) (1) insuring the improvements on the Premises and (2) insuring against any and all claims of personal injury or property damage. Insurance for the improvements shall be for no less than the value there

of up to a maximum of \$5,000,000.00 and liability insurance for property damage and personal injury shall be in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence. Written evidence of the required insurance shall be provided to Lessor upon its request.

(b) Subject to there being no default by Pilot under this Agreement, any insurance proceeds payable as to any damage to any improvements at the Premises shall be Pilot's sole property; provided, however, Pilot shall utilize any such proceeds to restore such damage.

(c) Pilot shall defend, indemnify and save Lessor harmless from and against any and all claims, actions, damages, liabilities and expenses, including attorney's fees, in connection with any environmental impairment, accident, personal injury or damage to real or personal property arising from or out of any occurrence in, upon or at the Premises during the Term unless same shall result on account of any negligence or intentional conduct on the part of Lessor.

10. CONDEMNATION: If the whole or Substantially All of the Premises shall be taken by any public authority, under the power of eminent domain, then this Agreement shall be terminated as of the day of possession by such public authority, and the rent shall be paid up to the day of such possession. For purposes of this paragraph, "Substantially All" of the Premises shall be deemed to have been taken if the remaining property cannot be practically used by Pilot for its stated purposes. In the event of a taking of a whole or substantially all of the Premises, Pilot or Pilot's subtenants, assignees or licensees, as the case may be, shall be entitled to all awards in connection with the taking of any improvements erected on the Premises, any statutory awards available to Lessees generally and any awards for the unexpired lease term. Lessor shall be entitled to any award or awards made in connection with the taking of the value of its fee ownership. If there is a partial condemnation of the Premises such that Pilot can continue to use the Premises for its intended purpose. Pilot shall be entitled to an equitable adjustment of the rent due hereunder. Any award rendered in a partial condemnation proceeding shall be first payable to Pilot for the value of any improvements taken or damaged with the balance of the award going to Lessor.

11. ENVIRONMENTAL WARRANTIES OF LESSOR: Lessor makes no environmental warranties of any kind with respect to the Premises. Pilot accepts the Premises in "as is" condition.

12. MEMORANDUM OF SUBLEASE: If requested by a party, the parties shall execute and file for record a memorandum of this Agreement.

13. ENCUMBRANCE OF PREMISES BY LESSOR: Lessor shall have the right to encumber the Premises as long as Lessor's lender executes, in recordable form, a non-disturbance agreement in form and substance reasonably satisfactory to Pilot.

14. DEFAULT AND REMEDIES: Any of the following occurrences, conditions, or acts shall

constitute an "Event of Default" under this Agreement:

(a) If Pilot (i) defaults in making payment when due of any rent and the default continues for ten (10) days after Lessor gives written notice to Pilot specifying the default and demanding that it be cured, or (ii) defaults in the observance or performance of any other provision of this Agreement and the default continues for thirty (30) days after Lessor gives written notice to Pilot specifying the default and demanding that it be cured. However, if the default cannot be cured by the payment of money and cannot with due diligence be wholly cured within the thirty (30) day period, Pilot may have any longer period that is necessary to cure the default, so long as Pilot initiates a cure within the thirty (30) day period, prosecutes the cure to completion with due diligence, and advises Lessor from time to time, upon Lessor's request, of the actions that Pilot is taking and the progress being made;

(b) If the Premises are abandoned (except during times of remodeling) by Pilot for a period of fifteen (15) consecutive days or at the date of abandonment if Pilot gives Lessor written notice of its intention to abandon; any of the foregoing; and

(c) If Pilot files a petition in bankruptcy, for reorganization or for an arrangement under the Bankruptcy Code or any similar federal or state law, is adjudicated a bankrupt or becomes insolvent; is unable to meet its obligations as they become due, or takes any corporate action in furtherance of any of the foregoing;

(d) If a petition or answer is filed proposing the adjudication of Pilot as a bankrupt or the reorganization of Pilot under the Bankruptcy Code or any similar federal or state law, and (i) Pilot consents to the filing thereof, or (ii) the petition or answer is not discharged or denied within sixty (60) days after its filing.

If there is any Event of Default, Lessor may (i) terminate this Agreement and take possession of the Premises, in which event the rent shall immediately become due and be paid up to the time of said termination; (ii) relet the Premises or any part or parts of it, either in Lessor's name or otherwise, for a term or terms which may, at Lessor's option, be less than or exceed the then remaining term of this Agreement; or (iii) pursue any remedy available upon applicable law. Pilot shall also pay to Lessor, as damages for Pilot's failure to observe and perform its covenants under this Agreement, any deficiency between the rent hereby reserved and/or agreed to be paid and the net amount, if any, of the rents set forth in any lease or leases for the Premises for each month of the period which would otherwise have constituted the balance of the term of this Agreement. In computing the liquidated damages, there shall be added to the deficiency all reasonable expenses that Lessor may incur in connection with reletting, such as brokerage and preparation for reletting. Lessor may make all alterations, repairs, replacements, and decorations to the Premises that it, in its sole judgment,

considers advisable and necessary for the purpose of reletting the Premises. Such action by Lessor shall not operate or be construed to release Pilot from its liability under this Agreement. Lessor shall use its commercially reasonable efforts to mitigate all damages and to relet the Premises if there is any Event of Default by Pilot.

15. LAW, ORDINANCES AND REGULATIONS: Lessee hereby agrees to comply with any and all laws of the State of Georgia and all lawful federal, state and local ordinances and regulations pertaining to the operation of the business on the Premises, and shall obtain all necessary licenses or permits to do business on the Premises which may be required by any local, state laws or regulations, governmental authority, or otherwise, and shall pay all fees in connection therewith as well as fees imposed by reason of inspection of the Premises or the equipment situated therein.

16. COMPLIANCE WITH LAW AND REGULATIONS: Pilot does hereby agree to abide by and comply with all laws and applicable regulations in operating the Businesses at the qualified truck stop facility and with all provisions of the law and regulations that pertain to the sale of alcohol in the State of Georgia, and in any subsequent amendments thereto.

17. MISCELLANEOUS: This Agreement sets forth the entire agreement between the parties concerning the Premises and no other promises, agreements or understandings between them shall be binding unless set forth in writing and signed by both parties. This Agreement may only be amended by a written document executed by both parties. The parties agree that the covenants, conditions and agreements set forth herein shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns. If any portion of this Agreement should ever be declared invalid for any reason, such invalidity shall not affect the remaining provisions of the Agreement. The parties further agree that this Agreement shall be construed and governed in accordance with the laws of the State of Georgia.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have caused this 31 day of August, 2018 to be executed and delivered as of the date first above written.

PFJ SOUTHEAST LLC

By: 
Printed: Kristin Seabrook
Its: Authorized Representative

PILOT CORPORATION

By: 
Printed: Paul Pargue
Its: Authorized Representative

Exhibit "A"

Property Description

Convenience Store located on the below described property:

TRACT I:

2398 325

All that tract or parcel of land lying and being in Land Lots 145 and 146, 2nd District, 5th Section, Douglas County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the northern right of way of Edge Road (said road having an eighty (80') foot right of way) and the western right of way of Liberty Road (said road having a sixty (60') foot right of way) at an iron pin found, and running thence 343.23 feet along said northern right of way of Edge Road south 89 degrees 48 minutes 27 seconds west to an iron pin placed; continuing thence 56.77 feet along the said northern right of way of Edge Road south 88 degrees 23 minutes 36 seconds west to a point; running thence in a northerly direction 203.23 feet to a point; running thence 440.0 feet south 86 degrees 58 minutes 35 seconds east to an iron pin placed on the western right of way of Liberty Road (said road having a one hundred (100') foot right of way at that point); running thence 149.62 feet along said western right of way of Liberty Road south 25 degrees 48 minutes west to a right of way marker; running thence 40.0 feet south 63 degrees 26 minutes 15 seconds east to a right of way marker at which point the western right of way of Liberty Road becomes sixty (60') feet; running thence along the western right of way of Liberty Road (having from that point a sixty (60') foot right of way) a distance of 27.87 feet south 25 degrees 48 minutes west to an iron pin found and the point of beginning. All according to a plat for Frank Richardson by Eston Pendley dated June 28, 1985, and which, according to said plat, contains 1.780 acres.

TRACT II:

All that tract or parcel of land lying and being in Land Lot 144 of the 2nd District, 5th Section of Carroll County, Georgia, being more fully and particularly described as follows:

To reach the point of beginning, begin at the Carroll County-Douglas County line, said point being designated as a land lot line separating Land Lots 143 and 144, thence in a westerly direction along the south right of way of Edge Road (40 foot right of way) for a distance of 822.89 feet to a point marked by a one inch iron pin which is the true point of beginning. Thence continuing along said right of way north 76 degrees 21 minutes 45 seconds west a distance of 50.07 feet to an iron pin; thence departing said right of way south 12 degrees 44 minutes 12 seconds west a distance of 684.53 feet to a point marked by an iron pin; thence south 88 degrees 26 minutes 17 seconds east a distance of 352.90 feet to a point marked by an

iron pin; thence north 12 degrees 37 minutes 54 seconds east a distance of 260.28 feet to a point marked by a one inch iron pin; thence north 85 degrees 39 minutes 55 seconds west a distance of 298.95 feet to a point marked by a one inch iron pin; thence north 12 degrees 44 minutes 45 seconds east a distance of 398.75 feet to a point which is the point of beginning.

Said tract containing 2.599 acres and being in accordance with a plat of survey prepared by Jackie Richardson by Weyman C. Hudson, R.L.S. #1684 dated March 11, 1995, which plat is incorporated herein by reference for a more complete description of the subject property.

TRACT III:

All that tract or parcel of land lying and being in the 2nd District and 5th Section of Carroll County, Georgia, and being located in Land Lot 144 and the 2nd District and 5th Section of Douglas County, Georgia, and being located in Land Lot 143 and being 9.981 acres according to a plat of survey prepared by Leathers Truck Stop by Guy Herbert Wells, III, R.L.S. #2028, dated December 23, 1989, said plat of survey being incorporated herein by reference thereto, said property being more fully and particularly described as follows:

Beginning at the intersection of the south right of way of Edge Road and the west right of way of Liberty Road; thence south 14 degrees 16 minutes 18 seconds west along the west right of way of Liberty Road for a distance of 256.58 feet to a point; thence south 2 degrees 05 minutes 31 seconds west along the west right of way of Liberty Road for a distance of 442.35 feet to an iron pin; thence north 87 degrees 55 minutes 07 seconds west for a distance of 689.63 feet to an iron pin; thence north 12 degrees 49 minutes 32 seconds east for a distance of 681.91 feet to an iron pin located on the south right of way of Edge Road; thence north 88 degrees 10 minutes 26 seconds east along the south right of way of Edge Road for a distance of 351.17 feet to a point; thence south 85 degrees 44 minutes 04 seconds east along the south right of way of Edge Road for a distance of 151.10 feet to a point; thence north 89 degrees 35 minutes 34 seconds east along the south right of way of Edge Road for a distance of 115.54 feet to a point, being the point of beginning.

This being the same property conveyed to A. T. Williams Oil Company by deed which was recorded in both Carroll County and Douglas County, being recorded in one such County in Book 1364, page 0673, and in the other County in Book 1253, page 114.

Secretary of State
Business Services and Regulation

Suite 306, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334

DOCKET NUMBER : 90023444 (445)
CONTROL NUMBER : 7858432
JURISDICTION : TENNESSEE
AUTHORIZED IN GA : 06/11/69
AMENDMENT FILED ON: 01/16/90
EXAMINER : DONNA HYDE
TELEPHONE : 404-656-0624

REQUESTED BY:

CT CORPORATION SYSTEM
MARY E. RING
2 PEACHTREE STREET, NW
ATLANTA, GEORGIA 30383

AMENDED CERTIFICATE OF AUTHORITY

I, MAX CLELAND, Secretary of State of the State of Georgia do hereby certify, under the seal of my office, that:

"PILOT OIL CORPORATION"

a corporation organized under the laws of the jurisdiction set forth above has filed in the office of the Secretary of State an amended application for a certificate of authority to transact business in this state changing its name to

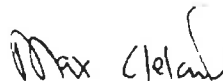
"PILOT CORPORATION"

and the fees therefor paid as provided by law. This amended certificate of authority is subject to the same terms, limitations and conditions set forth in the initial certificate of authority to transact business in this state.

WITNESS, my hand and official seal, in the City of Atlanta and the State of Georgia on the date set forth below.

DATE: January 23, 1990

FORM AF (JULY 1989)



MAX CLELAND
SECRETARY OF STATE



IL WAYNE HOWELL
DEPUTY SECRETARY OF STATE



SECURITIES
656-2894

CEMETERIES
656-3079

CORPORATIONS
656-2817

CORPORATIONS HOT-LINE
404-656-2222

State of Tennessee



Department of State

I, MILTON P. RICE, Secretary of State of the State of Tennessee, do hereby certify that the Restated Charter of

PILOT OIL CORPORATION

was filed in this office on December 11, 1989, Changing the Principal Address, Registered Office and the Name to:

PILOT CORPORATION



In Witness Whereof, I have herein affixed my signature and the Great Seal of the State, at Nashville, this 12th day of January in the year of our Lord nineteen hundred ninety

Milton P. Rice
Secretary of State

by Ruth Cooksey

C T CORPORATION SYSTEM



January 23, 1990

RE: PILOT CORPORATION (Tennessee)
Formerly: PILOT OIL CORPORATION

COUNSEL: Roy Aaron, Atty.
Hodges, Doughty & Carson
617 Main Street
Knoxville, Tennessee 37901

Secretary of State
Corporations Department
2 Martin Luther King, Jr., Dr., S.E.
Suite 306, West Tower
Atlanta, Georgia 30334

Dear Sir:

Pursuant to the instructions of counsel named above, we enclose for filing on behalf of this corporation, which is authorized to do business in your state, the necessary documents to effect the above-referenced name change, in duplicate. Please issue a Good Standing Certificate at the time of filing.

Please note that the 1989-90 Annual Report was filed in your office on January 22, 1990.

Our check in payment of the required fee is attached. Please forward the usual evidence of filing to this office.

Very Truly yours,

C T CORPORATION SYSTEM

Mary E. Ring
Mary E. Ring
Service Representative

MER:dga
Encl.

X. The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

<u>Number of Shares</u>	<u>Class</u>	<u>Series</u>	<u>Par Value per Share or Statement that Shares are Without Par Value</u>
22	Common		No Par

XI. The amount of its stated capital is \$ 138,000.00

XII. This application is accompanied by a copy of its Articles of Incorporation and all amendments thereto, duly certified by the proper officers of the State or Country under the laws of which it is incorporated, and the first Annual Report of the Corporation.

Dated June 5, 19 69.

PILOT OIL CORPORATION

By

Jan A. Harkin

Its

President and Vice President

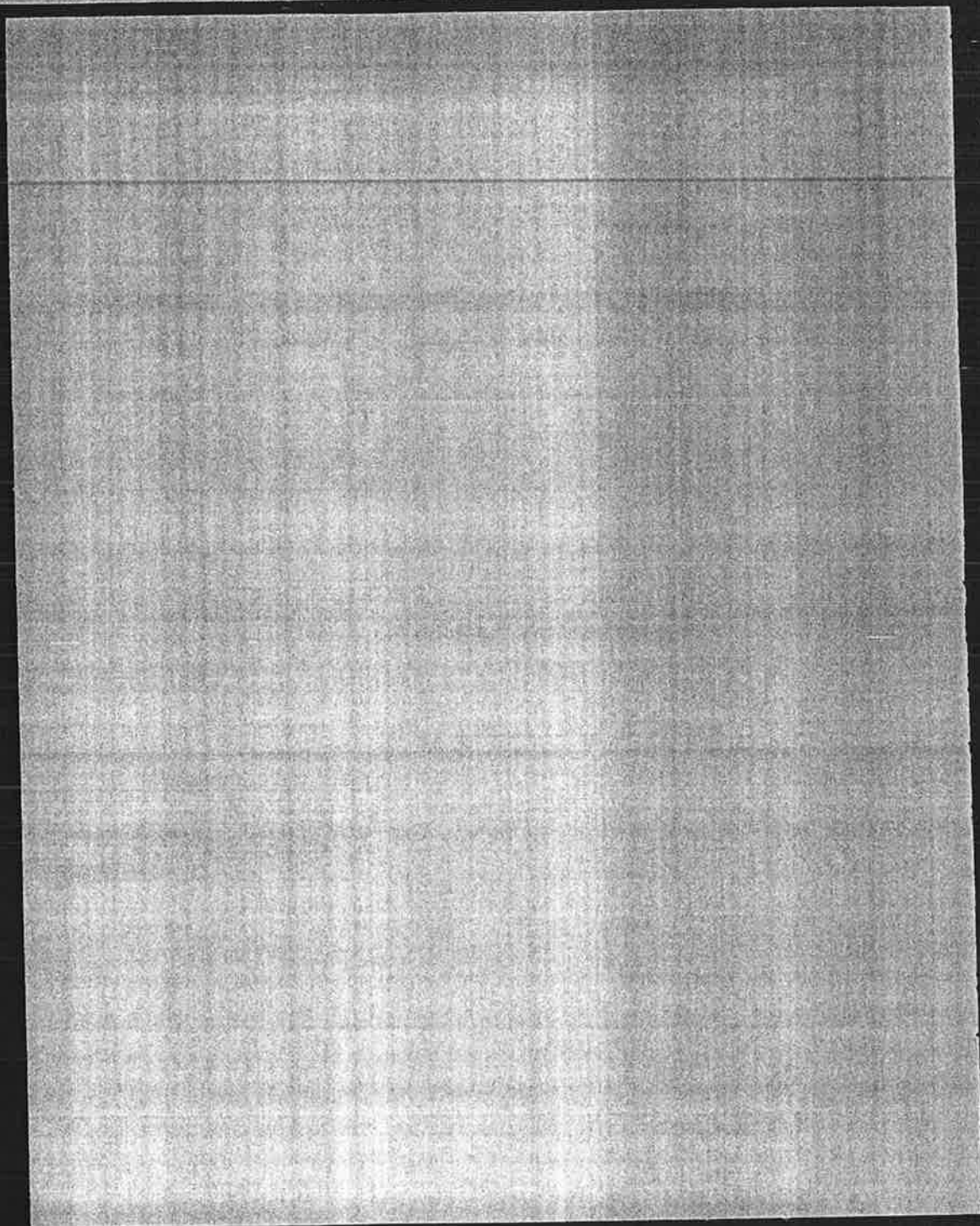
By

Ruth S. Thompson

Its

Secretary

2025 RELEASE UNDER E.O. 14176



FILE IN DUPLICATE

Filing Fee for Profit
Corporation - \$100.00 ☐

Filing Fee for Non-Profit
Corporation - \$25.00 ☐

If name previously
reserved, please
check box ☐

APPLICATION FOR
CERTIFICATE OF AUTHORITY
OF

TO: Ben W. Fortson, Jr.
Secretary of State
Ex-Officio Corporation Commissioner
State of Georgia

Pursuant to the provisions of Section 22-1405 or Section 22-3205 of the Georgia Business Corporation Code, the undersigned corporation hereby applies for a Certificate of Authority to transact business in your State, and for that purpose submits the following statement:

I. The name of the corporation is PILOT OIL CORPORATION

II. The name which it elects to use in your State, pursuant to Section 22-1403-b, if its name is in conflict with an existing corporation is PILOT OIL CORPORATION

III. It is incorporated under the laws of Tennessee

IV. The date of its incorporation is October 17, 1958

V. The address of its principal office or registered office in the state or country under the laws of which it is incorporated is 7401 Kingston Pike, Knoxville, Tennessee

VI. The address of its proposed registered office in your state is FIRST NATIONAL BANK BUILDING
c/o C T CORPORATION SYSTEM, ATLANTA, GEORGIA 30303 and the name

of its proposed registered agent in your State at that address is C. T. CORPORATION SYSTEM

VII. The purpose or purposes which it proposes to pursue in the transaction of business in your state are to buy,
sell, own and lease real and personal property. To engage in
retail marketing of petroleum and related products.

VIII. The names and respective addresses of its directors and officers are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
James A. Haslam	President	7401 Kingston Pike, Knoxville, Tenn.
M. A. Newman	Vice-President	Findlay, Ohio
Ruth S. Thompson	Secretary	7401 Kingston Pike, Knoxville, Tenn.
James A. Haslam	Treasurer	7401 Kingston Pike, Knoxville, Tenn.
James A. Haslam	Director	7401 Kingston Pike, Knoxville, Tenn.
Cynthia A. Haslam	Director	7401 Kingston Pike, Knoxville, Tenn.
M. A. Newman	Director	Findlay, Ohio
R. J. Powell	Director	Findlay, Ohio
Robert A. Campbell		911 Hamilton Bank Bldg., Knoxville, Tenn.

IX. The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

<u>Number of Shares</u>	<u>Class</u>	<u>Series</u>	<u>Par Value per Share or Statement that Shares are Without Par Value</u>
100	Non-voting Preferred		\$100.00
100	Common		No Par

7858432 PILLOT OIL CORPORATION

06/11/59

7857432

DUPLICATE.

4



I, David B. Poythress, Secretary of State of the
State of Georgia, do hereby certify that "PILOT OIL
CORPORATION", a corporation created under the laws of the State

of Tennessee and qualified to transact business in the State of
Georgia did on the 5th day of January, 1981, file in the Office
of the Secretary of State of Georgia the following document:

"Merger between "EXPRESS OIL CO., INC." and "PILOT
OIL CORPORATION"

and all fees paid therefor, as the same appears of file and
record in this office.

IN TESTIMONY WHEREOF I have hereunto set my hand and
affixed the seal of this office, at the City of
Atlanta, this 5th day of January, in the year
of our Lord One Thousand Nine Hundred and Eighty
one and of the Independence of the United States
of America the Two Hundred and

David B. Poythress
SECRETARY OF STATE - EX OFFICIO CORPORATION
COMMISSIONER OF THE STATE OF GEORGIA

Pilot Corporation Beer Violations

State	Type	Violation Description	Explanation	Store #	Violation Date
TN	BEER	Beer License Suspended June 30, 1987 in Maryville, TN:	Pilot Corporation had its beer license suspended for thirty (30) days as a result of selling beer to a minor at Pilot #208.	208	30-Jun-87
MO	BEER	Beer License Violations Warning Issued May 24, 1988 in Grain Valley, MO:	Pilot Corporation received a warning from the City of Grain Valley, MO regarding beer violations at Pilot #263. No citation was made and no violation was formally reported.	263	24-May-88
TN	BEER	Beer License Suspended July of 1989 in Maryville, TN:	Pilot Corporation had its beer license suspended for thirty (30) days as a result of selling beer to a minor at Pilot #208.	208	01-Jul-89
IA	BEER	Liquor License Voluntarily Surrendered March 30, 1994 in Walcott, IA:	Pilot Corporation was alleged to be in possession of an illegal gambling device at Pilot Travel Center #268. Pilot agreed to pay a \$1,000 fine and relinquish its liquor license for one (1) year.	268	30-Mar-94
TX	BEER	Fined \$800 in August of 1994 in Amarillo, TX:	Pilot Corporation was fined \$800 for selling beer to a minor at Pilot Travel Center #273.	273	01-Aug-94
VA	BEER	Beer License Suspended March of 1995 in Troutville, VA:	Pilot Corporation had its beer license suspended for seven (7) days and was fined \$1,000 for selling beer to a minor at Pilot #258.	258	01-Mar-95
LA	BEER	Fined \$400 in May of 1995 in Hammond, LA:	Pilot Corporation was fined \$400 for selling beer to a minor at Pilot Travel Center #300.	300	01-May-95
SC	BEER	Fined \$400 in July of 1995 in Lugoff, SC:	Pilot Corporation was fined \$400 for selling beer to a minor at Pilot Travel Center #346.	346	01-Jul-95
VA	BEER	Fined \$1000 in July of 1996 in Roanoke, VA:	Pilot Corporation was fined \$1,000 for selling beer to a minor at Pilot #108 on April 30, 1996.	108	30-Apr-96
SC	BEER	Fined \$800 in April of 1997 in Lugoff, SC:	Pilot Corporation was fined \$800 for selling beer to a minor at Pilot Travel Center #346 on or about February 1, 1997.	346	01-Feb-97
LA	BEER	Fined \$100 in July of 1997 in Bayville, LA:	Pilot Corporation was fined \$100 for having a Class A Beer Permit to serve or sell alcoholic beverages for on premise consumption but not having the alcohol available for sale.	335	01-Jul-97
SC	BEER	Fined \$400 in September 1997 in Florence, SC:	Pilot Corporation was fined \$400 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #337 on or about July 29, 1997.	337	29-Jul-97
LA	BEER	Fined \$400 in February of 1998 in Rayville, LA:	Pilot Corporation was fined \$400 for selling beer to a minor at Pilot Travel Center #335 on or about February 5, 1998.	335	05-Feb-98
WA	BEER	Fined \$500 in May 1998 in Ellensburg, WA:	Pilot Corporation was fined \$500 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #389 on or about May 29, 1998.	389	29-May-98
TN	BEER	Fined \$500 in August 1998 in Farragut, TN:	Pilot Corporation was fined \$500 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #221 on August 22, 1998.	221	22-Aug-98
VA	BEER	Fined \$1000 in September 1998 in Ruther Glen, VA:	Pilot Corporation was fined \$1,000 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #291 on September 30, 1998.	291	30-Sep-98
OR	BEER	Fined \$390 in December 1998 in Brooks, OR:	Pilot Corporation was fined \$390 for failure to require identification and selling alcohol to a person under the age of twenty-one (21) at Pilot Travel Center #386 on November 20, 1998.	386	20-Nov-98
SC	BEER	Fined \$400 in September 1999 in Florence, SC:	Pilot Corporation was fined \$400 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #337 on or about August 26, 1999.	337	26-Aug-99
SC	BEER	Fined \$400 in December 1999 in Lugoff, SC:	Pilot Corporation was fined \$400 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #346 on or about October 21, 1999.	346	21-Oct-99
AZ	BEER	Fined \$1125.00 in December 1999 in Phoenix, AZ:	Pilot Corporation was fined \$125 for failure to request I.D. from an underage buyer and \$1000 for furnishing an underage person with alcohol at Pilot Travel Center #227 on December 8, 1999.	227	08-Dec-99

SC	BEER	Fined \$800 in December 1999 in Lugoff, SC:	Pilot Corporation was fined \$800 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #346 on or about December 11, 1999.	346	11-Dec-99
AZ	BEER	Fined \$500 in March 2000 in Winslow, AZ:	Pilot Corporation was fined \$500 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #371 on or about February 18, 2000.	371	18-Feb-00
SC	BEER	Fined \$400 in April 2000 in Cayce, SC:	Pilot Corporation was fined \$400 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #338 on or about February 19, 2000.	338	19-Feb-00
OR	BEER	Cited in March 2000 in Brooks, OR:	Pilot Corporation was cited for failure to properly check identification of a minor purchasing alcohol on March 3, 2000. The violation resolution was to purchase and use age verification equipment.	386	03-Mar-00
AZ	BEER	Fined \$625 in March 2000 in Kingman, AZ:	Pilot Corporation was fined \$625 for failure to require identification and selling spirituous liquor to a person under the age of twenty-one (21) at Pilot Travel Center #250 on or about March 12, 2000.	250	12-Mar-00
SC	BEER	45 Day suspension in July 2000 in Lugoff, SC:	Pilot Corporation was cited on March 27 and April 17 of 2000 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #346. Due to actions taken by Pilot Corporation to prevent these violations in the future, the South Carolina Department of Revenue agreed to consolidate the violations resulting in 45 day suspension	346	11-Jul-00
SC	BEER	Fined \$400 in January 2001 in Duncan, SC:	Pilot Corporation was fined \$400 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #310 on or about December 8, 2000.	310	08-Dec-00
AZ	BEER	Fined \$2,000 in October, 2001 in Winslow, AZ	Pilot Corporation was fined \$2,000 for selling beer to a person under the age of twenty-one (21) at Pilot Travel Center #371 on September 1st, 2001.	371	01-Sep-01
VA	BEER	Fined \$2000 in Weber City, VA on May 5, 2004	Pilot Corporation was fined \$2,000 for selling alcoholic beverages to a person under the age of twenty-one (21) at Pilot #102 on April 15, 2004.	102	03-Apr-04
VA	BEER	Fined \$2000 in Roanoke, Virginia on August 26, 2004	Pilot Corporation was fined \$2,000 for selling alcoholic beverages to a person under the age of twenty-one (21) at Pilot #103 on August 26, 2004.	103	26-Aug-04
TN	BEER	Cited for selling Beer to a person under the age of 21 years of age on 12/18/04	Pilot Corporation was cited for selling Beer to a minor. This was the 1st Violation.	119	18-Dec-04
TN	BEER	Cited for selling Beer to a person under the age of 21 years of age	Pilot Corporation was fined \$500.00 for selling beer products to a minor. This was the second violation.	119	10-May-06
TN	BEER	Warned for selling Beer to a person under the age of 21 years of age	Pilot Corporation was cited for selling Beer to a person under the age of 21 years of age. This is store #123's first violation, store receive a warning.	123	10-Jul-07
LA	BEER	Cited for failure to maintain qualifications of a Class AG permit. Pilot Corp was issued a warning	Pilot Corporation was cited for Class AG qualification not met/maintained. Store was issued a warning	199	25-Sep-07
TN	BEER	Cited for selling Beer to a minor on 12/1/11	Pilot Corporation was cited for selling beer to a minor.	314	01-Dec-11



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Historic Preservation Commission Appointment – Kim Poer

AGENDA DATE: February 12, 2019

DATE PREPARED: February 1, 2019

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

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: Kim Poer has served on the Historic Preservation Commission (HPC) since 2016. Her current term expires February 1, 2019 and she has indicated desire to continue to serve on the HPC for an additional term.

BACKGROUND:

STAFF RECOMMENDATION: It is the recommendation of staff that Kim Poer be re-appointed to the Historic Preservation Commission for the term ending January 31, 2022.

IMPACT: N/A

MOTION: I make the motion to re-appoint Kim Poer to the Historic Preservation Commission for a three-year term ending on January 31, 2022.



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

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

APPLICANT INFORMATION

Applicant Name:

Kim Poer

Occupation:

Employer:

Home Address:

326 North Ave

City: VR

Zip: 30180

Home Phone:

() _____

Home E-Mail:

kpoer@bellsouth.net

Work Phone:

() _____

Work E-Mail:

Cell Phone:

(770) 364 4600

Preferred E-Mail:

☐ Home

☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) _____

a) Which Board(s) or Commission(s) do you wish to be appointed to? APC

b) How long have you been a resident of the City of Villa Rica? 38 Years ____ Months

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

d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No

e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

NA

g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☐ No If yes, please explain:

NA

h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☐ No If yes, please explain:

NA

- i) Please briefly explain your reasons for wishing to serve on the Board or Commission you select:

Interest in preserving our town

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☐ Yes ☒ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

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

Signature

Printed Name

Date

Please return signed application to:

Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: adoyal@villarica.org

Questions? Contact the City Clerk at 678-840-1212



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To approve a new three-year agreement with Waste Industries

AGENDA DATE: February 12, 2019

DATE PREPARED: February 1, 2019

PREPARED BY: Tom Barber

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: To approve a new three-year agreement with Waste Industries for residential curbside pickup beginning April 1, 2019.

BACKGROUND: The City is under contract with Waste Industries as the exclusive provider of curbside residential garbage pickup. In December the City issued 90-day notice of intent to cancel the contract and issued an RFP. At the mandatory pre-bid meeting personnel from Waste Industries were the only attendees. Staff then negotiated a new three-year agreement using the same cost structure and escalation method.

STAFF RECOMMENDATION: To approve a new three-year agreement with Waste Industries for \$12.23 per month per cart effective April 1, 2019.

IMPACT: We will experience a rate change each year based on CPI-U beginning April 1, 2020.

MOTION: I move that we approve a three-year agreement with Waste Industries effective April 1, 2019.

**Solid Waste Front Load Collection,
Transportation and Disposal Agreement**

This Solid Waste Front Load Collection, Transportation and Disposal Agreement (this "Agreement") is made and entered into this the 1 day of April 2019, by and between the City of Villa Rica, hereinafter referred to as "CUSTOMER", and Waste Industries Atlanta, LLC hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste and recyclable materials of its businesses; and

WHEREAS, CONTRACTOR is in the business of solid waste and recyclables collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all commercial solid waste, from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the City of Villa Rica and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Te: This Agreement shall be binding on all parties for a period of 3 years beginning April 1, 2019 (the "Effective Date") and ending March 31, 2022, (the "Initial Tenn"). On and as of the Effective Date, this Agreement shall supersede and replace the Solid Waste Collection, Transportation and Disposal Agreement currently in place between CUSTOMER and CONTRACTOR. The Initial Tenn will be automatically extended for subsequent additional three, one-year periods (each an "Extension Term" and together with the Initial Tenn, the "Tenn") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current tenn.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential Acceptable Solid Waste, Recyclable Materials and Yard Waste (each defined below) and for those residential customers inside the city limits to use the solid waste service in the City of Villa Rica, from the point of pickup to a solid waste disposal site in CONTRACTOR'S discretion, which facility has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services"). CUSTOMER shall not be charged for any missed pick-up that was properly placed by the resident and CONTRACTOR agrees to return for any such missed collection points as promptly as possible after notification. This includes the residential collection of recyclables. All building materials resulting from a commercial repairs and/or remodeling are the responsibility of the owner and shall be said owner's responsibility for disposal.

a) Residential Curbside Trash Collection - Subject to Section 3 below, each home will be provided with a 95 Gallon cart to be serviced on a once per week basis. Carts must be placed at the curb no later than 7:00a.m. on the scheduled day of collection.

b) Residential Curbside Recycling Collection- All residential units who would like to participate in the curbside recycling program will be provided with a 65 Gallon cart to be serviced on a once every other week basis. Carts must be placed at the curb no later than 7:00am on the scheduled day of service.

c) CUSTOMER Facility Trash Collection- Commercial front load or residential cart type service will be provided to CUSTOMER owned facilities for FREE. The following facilities are included in this provision City Hall, Villa Rica Library, Fullerville Park, Gold Dust Park, Powell Park, Villa Rica Water and Wastewater Treatment Plants (3), Villa Rica Civic Center and Sports Complex, Stockmar Goldmine Museum, Villa Rica Police Department, Community Services Office, and the Public Works building. Other CUSTOMER facilities could be added as infrastructure growth occurs.

3. Types of Waste: Title to Waste.

a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 95 gallon, CONTRACTOR- provided residential/business roll-out art or 65-gallon cart for recycling.

b) For purposes of this Agreement, "Acceptable Solid Waste" means mixed solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste. For purposes of this Agreement, "Unacceptable Solid Waste" means:

c) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

(i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 et fill!!!, and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;

(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or

substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, or Memorial Day. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new businesses are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed businesses including, to the extent necessary, adding any prior months' billings for such new or annexed properties that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to the CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services is estimated as the date of this agreement to be 5000 residential carts, provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within 30 days following the date of this Agreement by usage of water meter or other utility records. As of the date of this agreement the number of recycling participants is not known and therefore will be determined by resident subscription. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing its residents for service.

8. Adjustments: The Service Fee will be increased annually every April 1st beginning on April 1st, 2020 to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. City Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services(2).

- a. In the event CONTRACTOR's direct operational costs related to providing the Services increase due to factors which are out of the control of the CONTRACTOR, CONTRACTOR will notify CUSTOMER that it desires a rate adjustment due to factors not subject to control of the CONTRACTOR. CUSTOMER agrees to negotiate with the CONTRACTOR on an adjustment to the Service Fee established, but only on an annual basis and only at time of the annual CPI adjustment.
- b. CONTRACTOR may implement a fuel surcharge if the per-gallon fuel prices exceed the beginning base rate price of \$2.95 by at least 10% when

averaged over the prior six-month period. The fuel surcharge will be implemented as a flat rate on a per unit basis as calculated in the formula in Exhibit A. The fuel surcharge will be removed when the price per gallon, averaged over a six-month period, reduces to an amount less than 10% higher than the beginning base price.

- c. The Service Fee may be adjusted, upon CUSTOMER approval, more often than annually if such adjustments arise out of change in direct operational cost related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitations, such as expense landfill, or material processing, fees and governmental regulations. Increase in landfill tipping fees will result in an adjustment to the Service Fee by utilizing the following calculations: average tons generated multiplied by the amount of the landfill increase divided by the number of household serviced.

- 9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.
- 10. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the City Clerk or his designee. CUSTOMER will direct all interactions related to this Agreement to the GM or his designee.
- 11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.
- 12. Notification of Customers: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement. CONTRACTOR shall provide CUSTOMER with maps and schedules of collection routes and keep such information current at all times. If the CONTRACTOR must make changes to the existing routes or the routes in the future, the CONTRACTOR shall notify each resident affected by the change individually at least seven (7) calendar days prior to the effective date of the change. Any change in routes and/or schedule is subject to CUSTOMER's written approval, which will not be unreasonably withheld. Modifications, as necessary, are subject to prior CUSTOMER approval, not to be unreasonably withheld. No collection shall occur on Sundays except in time of emergency. Emergency shall mean any situation which the CONTRACTOR has no reasonable control, as reasonably approved by CUSTOMER. Other than an event of force majeure, as set forth in Section 15, in the event CONTRACTOR proves to be more than three (3) working days (excluding Saturday and Sunday) behind schedule for trash pickup, the CUSTOMER reserves the right to charge the CONTRACTOR the sum of \$500 per day until the CONTRACTOR demonstrates that they are back on

schedule.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

14. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

15. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or

negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

16. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers' compensation insurance and motor vehicle insurance as required by State laws as outlined below. Certificate of Insurance to be provided by CONTRACTOR to CUSTOMER

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	
Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person \$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$3,000,000 each occurrence

18. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot amicably resolved, will be resolved by binding arbitration held at a location mutually agreeable to both parties, in accordance with the commercial arbitration rules of the American Arbitration Association, If parties cannot agree on a mutual location arbitration will be held in Atlanta. The decree of judgement of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

1. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and

will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

Waste Industries Atlanta, LLC
2699 Cochran Industrial Blvd
Douglasville, GA 30134
Attn: I- General Manager
Telephone No.: (770) 577-3545

If to CUSTOMER, to:

City of Villa Rica
571 Bankhead Hwy
Villa Rica, GA 30180
Attn: Tom Barber
Telephone No: (770) 459-7000

19. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

20. Execution in Counterparts: This agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

21. Governing Law: This agreement shall be governed by the laws of the State of Georgia.

IN WITNESS OF WHEREOF, The City of Villa Rica and Waste Industries, LLC have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above

City of Villa Rica

Name: _____

Title: _____

Date: _____

By: _____

Waste Industries Atlanta, LLC

Name: Jesse Hill

Title: General Manager

Date: _____

By: _____

**Signed, Sealed and Witnessed in
the presences of:**

Exhibit A

Residential Curbside Trash Collections - The charge for once per week residential curbside trash collection to the CUSTOMER from CONTRACTOR shall be \$12.23 per month per cart. CONTRACTOR will provide one 95 (ninety-five) gallon cart to each address using the Services. All fees associated with the delivery and removal of the carts is included in the monthly fee. CUSTOMER may request additional carts for the residents. Additional cart will be billed by the number of carts requested multiplied by the monthly rate.

Residential Curbside Recycling Collection – All residents who request to receive recycling service will be service for FREE. All fees associated with the delivery and removal of the 65-gallon recycling carts is included.

Commercial Curbside Trash Collection - The charge for commercial curbside trash collection to CUSTOMER from CONTRACTOR shall be as follows:

1X Weekly Service	\$20.00	Per Month/Per Cart
2X Weekly Service	\$40.00	Per Month/Per Cart
3X Weekly Service	\$60.00	Per Month/Per Cart
4X Weekly Service	\$80.00	Per Month/Per Cart
5X Weekly Service	\$100.00	Per Month/Per Cart

In the event that the cost of fuel increases at the rate described in Item 8 - Adjustments a fuel surcharge will be implemented according to the formula stated below:

RESIDENTIAL OIL/ENERGY SURCHARGE CALCULATION			
Prior 6 Month Avg	\$3.25	U.S. Dept of Energy Index as of:	<u>Future Date</u>
Less -	<u>\$2.95</u>	Less original Budgeted base for fuel costs	
Difference	\$0.30		
Multiplied By X	<u>0.56</u>	(Petroleum Product Usage Factor)	
Sub-Total	<u>\$0.17</u>		
Fuel Surcharge =	\$0.17	(Monthly surcharge per container)	



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



APPLICATION FOR BOARD OR COMMISSION APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name: Claudia Best (Mrs. Verland Best)
Occupation: Retired Teacher Employer: Retired From VRHS, VR
Home Address: 425 Arrow Bend City: Villa Rica, GA Zip: 30180
Home Phone: (770) 454-3721 Home E-Mail: Claudia.best@gmail.com
Work Phone: Retired Work E-Mail: Retired
Cell Phone: (770) 328-1643 Preferred E-Mail: ☒ Home ☐ Work
Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) NA

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Library Advisory Board
- b) How long have you been a resident of the City of Villa Rica? 34 Years 5 Months (As of Jan. 23, 2019)
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____

- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☒ Yes ☐ No If yes, please explain:

My family is billed monthly for water and sewage, we
pay city taxes, and ^{we} shop daily in and
around VR. Our grandchildren play recreation
baseball and basketball.

- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

i) My years of experience on the VRLAB and my current position as Board Chairman, my age, my years of and in education, and my many experiences through the years have helped me to build and hone a number of talents, strengths, experiences, and interests. The numerous skills and assets I gained have served me well through the years and will, I believe, continue to do so. My interests have also increased and developed. In particular, my love and appreciation for books and the reading of books along with my interest and knowledge of library services have developed and helped to provide me with the desire and ability to serve the Library Board in the best ways possible. In short, I would not seek an appointment to the Villa Rica Library Advisory Board if I did not believe I had the ability to be of service to that Board, to the City of Villa Rica, and to its citizens.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Library Advisory Board Reappointment

AGENDA DATE: February 12, 2019

DATE PREPARED: January 29, 2019

PREPARED BY:

AMOUNT: NA

GL ACCOUNT #:

FUNDING SOURCE: NA

BUDGETED ITEM: NA

PURPOSE: To reappoint Claudia Best to the Villa Rica Library Advisory Board.

BACKGROUND: Claudia Best currently serves as a board member on the Villa Rica Library Advisory Board. Ms. Best's term expires January 31, 2019. Her application is attached.

STAFF RECOMMENDATION: Approval

IMPACT: Approval of her appointment will allow Claudia Best to continue to serve on the board.

MOTION: To reappoint Claudia Best as a board member for the Villa Rica Library Advisory Board.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Athletic Uniforms

AGENDA DATE: February 12, 2019

DATE PREPARED: January 30, 2019

PREPARED BY: Vicki D. Coleman, AICP, Director

AMOUNT:

GL ACCOUNT #: 100-6120-531710

FUNDING SOURCE: Recreation Budget

BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services department is recommending a vendor for its athletic uniform purchase

BACKGROUND: Parks, Recreation, and Leisure Services conducted an Invitation to Bid on its athletic uniforms. Attached is a summary of the unit pricing for the two most responsive bidders.

STAFF RECOMMENDATION: Approval of Gables Sporting Goods

IMPACT: Allows for the annual purchase of athletic uniforms for the department.

MOTION: To approve Gables Sporting Goods as the vendor for athletic uniforms.

ITB 19-001PR - Athletic Uniform Bids - Unit Pricing								TOTAL
Vendor	Size	Baseball/ Softball	Baseball/Softball All-Stars	Football	Fall Baseball/ Softball	Basketball	Basketball All-Stars	
BSN Sports: Woodstock, GA	Youth Price per set:	\$35.00	\$46.00	\$44.00	\$19.00	\$29.00	\$36.00	\$209.00
	Adult Price per set:	\$35.00	\$46.00	\$44.00	\$19.00	\$29.00	\$36.00	\$209.00
Goods: Villa Rica, GA	Youth Price per set:	\$36.45	\$44.35	\$33.40	\$19.95	\$21.75	\$28.95	\$184.85
	Adult Price per set:	\$38.95	\$45.75	\$34.25	\$20.45	\$22.25	\$29.75	\$191.40

RECEIVED

1.3.19

2:43PM MB

MANDATORY BID SUBMITTAL FORM

BID NUMBER: 19-001PR

City of Villa Rica Parks & Recreation Department Athletic Uniforms

Name of Company submitting proposal: Gable Sporting Goods
Address of Company: 6250 FAIRBURN RD DAYTONVILLE, GA 31117
Contact Person: Robert H. Han
E-mail Address: HRWH1 @ Bellsouth.net
Phone Number: _____
Cell Phone #: 770-861-1207
Signature: [Signature] Date: 1-3-19

Description:

- 1.0 **BASEBALL/SOFTBALL** (600 uniforms purchased last season)
PANT- ALLESON 605WAP gray
JERSEY- MAJESTIC MLB REPLICA with 6 inch number on back
HAT- MLB REPLICA
SOCKS- SOLID COLOR
\$23,370

Price per set: Youth: 36⁴⁵ Adult: 38⁹⁵

- 2.0 **BASEBALL/SOFTBALL ALL-STARS** (200 uniforms purchased last season)
PANT- ALLESON 605WAP white
JERSEY- BADGER 4340 FUSION TEE with 2 color name on front and 6 inch number on back
HAT- PACIFIC 404M with 2 color VR logo
SOCKS- SOLID COLOR
\$9,150

Price per set: Youth: 44³⁵ Adult: 45⁷⁵

- 3.0 **FOOTBALL** (300 uniforms purchased last season)
JERSEY- CHAMPRO FJ23 JERSEY with 2 color 8 inch numbers on front and back
PANT- MARTIN INTEGRATED PANT
COLORS OF PANTS AND JERSEYS: purple, gold, white, silver, black
\$10,275

Price per set: Youth: 33⁴⁰ Adult: 34²⁵

- 4.0 **FALL BASEBALL/SOFTBALL** (200 uniforms purchased last season)
JERSEY- MAJESTIC MLB REPLICA with 6 inch number on back
HAT- MLB REPLICA

\$ 4,090

Price per set: Youth: 19⁹⁵ Adult: 20⁴⁵

- 5.0 **BASKETBALL** (425 uniforms purchased last season)
JERSEY-BADGER 8559 (youth 2559) REVERSIBLE with 2 color NBA team names, but no official logo, VR logo above team name on center chest. 4 inch number on front and 6 inch on back

Price with #'s & Villa Rica Recreation Logo: Youth 4²⁵ Adult 22²⁵



\$ 9,456.²⁵

*Electronic copy of logo to be provided. Logo color to match the screen printed numbers on uniforms.

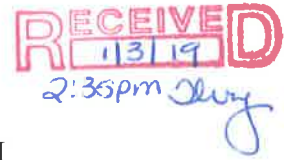
- 6.0 **BASKETBALL ALL-STAR** (100 uniforms purchased last season)
JERSEY- BADGER 8559 (youth 2559) REVERSIBLE with 2 color team name on chest and 4 inch number on front and 6 inch on back.
SHORT-BADGER 7241

Price per set: Youth: 28⁹⁵ Adult: 28⁷⁵

\$ 2,975.⁰⁰

NOTE: The totals given are approximate numbers per item to be purchased. These totals may be more or less. Sizes for uniforms are to be given at the time of order. Vendor must comply with shipment date. Shipment is required ten (10) working days or less from the date order is placed. The shipping date is very critical.

\$ 59,316.²⁵



MANDATORY BID SUBMITTAL FORM

BID NUMBER: 19-00IPR

City of Villa Rica Parks & Recreation Department Athletic Uniforms

Name of Company submitting proposal: BSN Sports

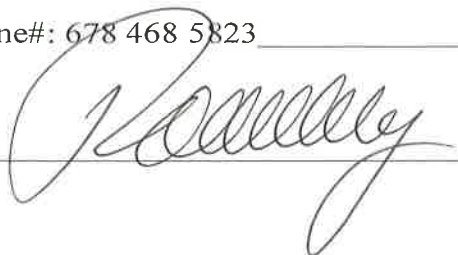
Address of Company: 10010 Hwy 92, Ste 160

Contact Person: Robert Macy

E-mail Address: rmacy@bsnsports.com

Phone Number: 770 928 0227

Cell Phone#: 678 468 5823

Signature: 

Date: 12-28-18

Description:

1.0 BASEBALL/SOFTBALL (600 uniforms purchased last season)

PANT- ALLESON 605WAP gray

JERSEY- MAJESTIC MLB REPLICA with 6 inch number on back

HAT- MLB REPLICA

SOCKS- SOLID COLOR

\$ 21,000

Price per set: Youth: \$35.00 Adult: \$35.00

2.0 BASEBALL/SOFTBALL ALL-STARS (200 uniforms purchased last season)

PANT-ALLESON 605WAP white

JERSEY- BADGER 4340 FUSION TEE with 2 color name on front and 6 inch number on back

HAT- PACIFIC 404M with 2 color VR logo

SOCKS- SOLID COLOR

\$ 9,200

Price per set: Youth: \$46.00 Adult: \$46.00

3.0 FOOTBALL (300 uniforms purchased last season)

JERSEY- CHAMPRO FJ23 JERSEY with 2 color 8 inch numbers on front and back

PANT- MARTIN INTEGRATED PANT

COLORS OF PANTS AND JERSEYS: purple, gold, white, silver, black

\$ 13,200

Price per set: Youth: \$44.00 Adult: \$44.00

- 4.0 **FALL BASEBALL/SOFTBALL** (200 uniforms purchased last season)
JERSEY- MAJESTIC MLB REPLICA with 6 inch number on back
HAT- MLB REPLICA

\$3,800

Price per set: Youth: \$19.00 Adult: \$19.00

- 5.0 **BASKETBALL** (425 uniforms purchased last season)
JERSEY-BADGER 8559 (youth 2559) REVERSIBLE with 2 color NBA team names, but no official logo. VR logo above team name on center chest. 4 inch number on front and 6 inch on back

Price with #'s & Villa Rica Recreation Logo: Youth \$29.00 Adult \$29.00



\$12,325

*Electronic copy of logo to be provided. Logo color to match the screen printed numbers on uniforms.

- 6.0 **BASKETBALL ALL-STAR** (100 uniforms purchased last season)
JERSEY- BADGER 8559 (youth 2559) REVERSIBLE with 2 color team name on chest and 4 inch number on front and 6 inch on back.
SHORT-BADGER 7241

\$3,600

Price per set: Youth: \$36.00 Adult: \$36.00

NOTE: The totals given are approximate numbers per item to be purchased. These totals may be more or less. Sizes for uniforms are to be given at the time of order. Vendor must comply with shipment date. Shipment is required ten (10) working days or less from the date order is placed. The shipping date is very critical.

\$63,125

REFERENCES

Organization Northside Youth Organization (NYO)

Contact Person Josh Burr

Mailing Address 140 W. Wieuca Road, NE

City, State Zip Atlanta, GA 30042

Telephone Number 678 983 7115

E-mail josh@nyosports.com

Organization Acworth Baseball Association

Contact Person Joshua Cheshire

Mailing Address 4000 S. Main St.

City, State Zip Acworth, GA 10101

Telephone Number 502 690 0778

E-mail president@acworthbaseball.org

Organization Cherokee Youth Football Association (CYFA)

Contact Person Sarah McCarty

Mailing Address 2295 Towne Lake Pkwy, Ste 116-309

City, State Zip Woodstock, GA 30188

Telephone Number 770 710 2835

E-mail secretary@cyfa.org



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Soccer Uniforms

AGENDA DATE: February 12, 2019

DATE PREPARED: January 29, 2019

PREPARED BY: Vicki D. Coleman, AICP, Director

AMOUNT:

GL ACCOUNT #: 100-6120-531710

FUNDING SOURCE: Recreation Budget

BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services department is requesting approval of a vendor to provide soccer uniforms.

BACKGROUND: Parks, Recreation, and Leisure Services conducted an invitation to bid for its soccer uniforms. The City received two soccer uniform bids. Although Score provided the lowest bid, the anticipated delivery date based on Council approval does not provide adequate lead time to turn around the uniforms before the season starts.

Attached is the unit pricing bid summary sheet

STAFF RECOMMENDATION: Approval of Krown Sports

IMPACT: Provides for the purchase of soccer uniforms

MOTION: To approve Krown Sports as the soccer uniform vendor.

ITB 19-001PR - Athletic Uniform Bids - Unit Pricing

Vendor	Size	Spring Soccer	Fall Soccer	TOTAL
Krown Sports: Decatur, GA	Youth Price per set:	\$22.50	\$22.50	\$45.00
	Adult Price per set:	\$22.50	\$22.50	\$45.00
Score Uniforms: Wilmington, GA	Youth Price per set:	\$21.63	\$21.63	\$43.26
	Adult Price per set:	\$21.63	\$21.63	\$43.26

MANDATORY BID SUBMITTAL FORM

BID NUMBER: 19-002PR | Department Athletic Uniforms
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: KROWN USA INC.

Street Address: 278 LAREDO DR.

City/State/ZIP code: Decatur GA-30030

Primary Contact: AMJAD JAVAID (AJ)

E-mail Address: AJ@KROWNSPORTS.COM

Phone Number: (404) 377-8181

Cell Phone Number: (404) 822-7739

Signature:  Date: 1-16-18

DESCRIPTION

1.0 **SPRING SOCCER**

- 1.1 Recent Estimates: 386 uniform sets purchased last season
- 1.2 (2) JERSEYS – 100% moisture wicking fabric; One (1) navy with gold panels and one (1) gold jersey with navy panels, with the official team name and VR Soccer Association logo on the front and eight inch (8") number on back
- 1.3 (1) – SHORT – navy with gold trim (no logo or screen printing)
- 1.4 SOCKS - SOLID COLOR (2 PAIR) One (1) gold and One (1) navy

Price per set: Youth: \$22-50 Adult: \$22-50

2.0 **FALL SOCCER**

- 2.1 Recent Estimates: 496 uniforms purchased last season
- 2.2 (2) JERSEYS – 100% moisture wicking fabric; One (1) navy with gold panels and one (1) gold jersey with navy panels, with the official team name and VR Soccer Association logo on the front and eight inch (8") number on back
- 2.3 (1) – SHORT – navy with gold trim (no logo or screen printing)
- 2.4 SOCKS - SOLID COLOR (2 PAIR) One (1) gold and One (1) navy

Price per set: Youth: \$22-50 Adult: \$22-50



MANDATORY BID SUBMITTAL FORM

BID NUMBER: 19-002PR | Department Athletic Uniforms
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: SCORE SPORTS

Street Address: 726 E ANAHEIM STREET

City/State/ZIP code: WILMINGTON, CA 90744

Primary Contact: VANESSA MARTINEZ

E-mail Address: VMARTINEZ@SCORESPORTS.COM

Phone Number: (800) 626-7774

Cell Phone Number: () N/A

Signature: 

Date: 1/21/2019

DESCRIPTION

1.0 **SPRING SOCCER**

- 1.1 Recent Estimates: 386 uniform sets purchased last season
- 1.2 (2) JERSEYS – 100% moisture wicking fabric; One (1) navy with gold panels and one (1) gold jersey with navy panels, with the official team name and VR Soccer Association logo on the front and eight inch (8") number on back
- 1.3 (1) – SHORT – navy with gold trim (no logo or screen printing)
- 1.4 SOCKS - SOLID COLOR (2 PAIR) One (1) gold and One (1) navy

-*SEE ATTACHED QUOTE FOR SPECS

Price per set: Youth: \$21.63* Adult: \$21.63*

2.0 **FALL SOCCER**

- 2.1 Recent Estimates: 496 uniforms purchased last season
- 2.2 (2) JERSEYS – 100% moisture wicking fabric; One (1) navy with gold panels and one (1) gold jersey with navy panels, with the official team name and VR Soccer Association logo on the front and eight inch (8") number on back
- 2.3 (1) – SHORT – navy with gold trim (no logo or screen printing)
- 2.4 SOCKS - SOLID COLOR (2 PAIR) One (1) gold and One (1) navy

-*SEE ATTACHED QUOTE FOR SPECS

Price per set: Youth: \$21.63 Adult: \$21.63





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: July 3rd Fireworks Concert – Electric Avenue

AGENDA DATE: February 12, 2019

DATE PREPARED: February 1, 2019

PREPARED BY:

AMOUNT: \$7,500

GL ACCOUNT #: 100-6130-523880

FUNDING SOURCE: Recreation Budget

BUDGETED ITEM: NA

PURPOSE: To discuss and approve a July 3rd Fireworks concert band.

BACKGROUND: The department holds an annual concert as part of the July 3rd fireworks event. The department is seeking to hire Electronic Avenue “the 80s MTV Experience”. The contract for the band is attached. In previous discussion, the City Council has expressed in interest in wanting to see larger acts. The department is exploring those acts.

The department has scheduled a rainout date for the fireworks event for Friday, July 5th. For larger performance bands (>\$4,000) the city seeks to hire for concerts, bands seek payment for holding a second booking date. Should the City seek to schedule the band for a rainout date, Electric Avenue desires to be paid for holding the second date for a rain out.

STAFF RECOMMENDATION: Approval

IMPACT: The City can book the entertainment for both July 3rd and the scheduled rain date.

MOTION: To approve Electric Avenue for the July 3rd Fireworks concert.



2019 PERFORMANCE AGREEMENT

Page One of Two

THIS agreement made the 30th day of January, 2019, by and between Electric Avenue, a band composed of 6 performers (hereinafter "Musician"), "VILLA RICA Parks and Recreation Services" (hereinafter "Customer"). Now, in consideration of the following covenants, conditions, and promises, the Customer agrees to hire the Musician to perform an engagement and the Musician agrees to provide such performance services, under the following terms and conditions:

1. Place of Engagement: Villa Rica Sports Complex (VPlex)
- 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180 -
2. Dates of Engagement: Wednesday July 3rd, 2019
3. Time of Engagement: Approx 5:30pm-10pm
4. Musician's Arrival: 1:30pm
5. Sets/Times: TBD approx 7:30-9:30pm. Performance will end when Fireworks start.
6. Type of Function: Fireworks and Independence Day Celebration
7. Customer Contact: Courtney Powell 6787851095
8. Customer/Venue will provide sound & lights (Power requirements listed on page 2)
Audio/Lighting vendors equipment must meet the min standards of Musician's needs. To be confirmed in advance through Electric Avenue's Production Manger, Chris Pou.
Chrispou2002@gmail.com
9. Customer will provide a flat, secured and safe performance area or stage that is 16ft x 20ft
10. Musician agrees to provide iPod DJ service prior, during breaks and one hour following.
11. Customer agrees to provide 6 clean hand towels.
12. Customer agrees to provide the following: 24 bottles water, 12 Non-alcoholic Ginger beer, 12 cold Gatorade, 4 bananas, 4 Honey Crisp Apples, Fruit and Nuts trail mix.
13. Customer agrees to provide 7 hot meals for band on July 3rd, 2019 no less than 90 min prior to performance. (no pizza or box lunches please) – One meal is to be respectful of an allergy – No Gluten. If no meals available for the band... a buyout rate of \$25 per man (7 men) can be added to the balance check for final payment. Please inform Musician prior to show day.

The consideration paid by the Customer to the Musician is as follows:

FEE: \$7500

DEPOSIT: \$3500

FINAL PAYMENT: \$4000 *Final payment is due via check on the Date of Engagement.*

Checks made payable to 'Kevin Spencer'

Send deposit checks to: Electric Avenue - 80 Hogue Street, Atlanta, GA 30312



Page Two of Two:

Likeness/Branding – Customer agrees to include the tag line ‘The 80s MTV Experience’ in association with all uses of Electric Avenue in all social, print, audio and verbal marketing.
ie: ‘Electric Avenue – The 80s MTV Experience’

Sound Check – Musician will need full access to venue no less than 3 hours prior to event.

Dressing Rooms – Dressing rooms must be available to musician from load in time listed on this agreement until one hour following performance end. All rooms must be secure, clean and lockable with appropriate air conditioning / heating, per season. Musician requires one clean room complete with power outlets and lined trash receptacles. The chosen room should comfortably hold 7 (seven) people. It should contain one clean bathroom with sink OR be in close proximity to a clean bathroom facility. Please consider that this room is the only space and down time in a long day of travel, work and performance. Clean and comfortable is the best approach.

Set Breaks – If multiple sets are scheduled for Musician to perform they will take a 20-30 min break between sets. Musician will provide an iPod DJ service during breaks.

Insurance — Customer agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of Musician on the premises of Venue or at such other location where Customer directs Musician to perform. Only performers and show personnel shall be allowed on stage for safety of musician’s equipment.

Cancellation — In the event that Customer cancels any performance less than 90 days before the date of such performance, and Musician is unable to find an alternative booking, Customer will pay Musician half (50%) of the contracted amount. In the event that Customer cancels any performance less than 60 days before the date of such performance, and Musician is unable to find an alternative booking, Customer will pay Musician full amount (100%) of the contracted amount. The agreement that Musician performs is subject to termination due to severe illness, accident, riot, strikes, epidemic, acts of God or other legitimate conditions beyond their control (force majeure).

Outdoor Stages – ALL Outdoor Stages Must Be Covered. Failure by Customer to provide appropriate cover for the stage will be considered breach of contract and Musician will collect the full performance fee (100%) with no obligation to perform.

Power Requirements – Customer will provide a minimum of four 20Amp Edison style circuits for safe operation of Musician’s equipment.

Disputes — If a dispute arises from or relates to this contract or the breach thereof, and if the dispute cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. The parties further agree that any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. In the event any dispute arises under this Agreement that results in litigation or arbitration, the prevailing party shall be paid its reasonable attorney’s fees and costs by the losing party.

This contract and any attachments or riders incorporated herein, shall be governed by the laws of the State of Georgia and may be modified only in writing signed by both parties.

Kevin Spencer - Electric Avenue
BY: Musician

Jeff Reese – Mayor of Villa Rica
BY: Customer



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 MILL Amphitheater Entertainment/Band Contracts
AGENDA DATE: 2/12/2019

DATE PREPARED: 1/31/2019
PREPARED BY: Janet Chumley

AMOUNT: \$13,550
GL ACCOUNT #: 23880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To approve two entertainment acts for the 2019 MILL Amphitheater Headliner Entertainment/Band Contracts.

BACKGROUND: As with 2018, the goal for the 2019 MILL Amphitheater entertainment lineup is to secure bands with more name recognition to perform at The MILL Amphitheater.

August 27, 2019: Ken Ford - \$10,000-Jazz musician (West Georgia Jazz Festival)

June 15, 2019: TBA

August 10, 2019: TBA

September 7, 2019: Brickyard Road, Lynyrd Skynyrd Tribute Band - \$3,550 (Gold Rush Festival)

December 31, 2019: TBA

STAFF RECOMMENDATION: In a continued effort to bring more entertainment with name recognition to The MILL Amphitheater, staff is recommending the above bands as part of the 2019 lineup.

IMPACT: The goal of bringing entertainment with more name recognition will be accomplished creating a better quality of life and also addressing the community's feedback.

MOTION: I make a motion that we approve the contracts and agreements necessary to engage Ken Ford to headline 2019 West Georgia Jazz Festival and Brickyard Road, Lynyrd Skynyrd Tribute Band to headline Gold Rush Festival.

City of Villa Rica

Lease Agreement for use of THE MILL Amphitheater

This lease agreement made and entered into on _____, by and between the
City of Villa Rica Main St. office herein referred to as "Lessor" and

PERSON Representing _____
COMPANY/GROUP
of _____, herein referred to as "Lessee", agrees to the following
EVENT/SCHEDULED USE
terms and conditions of this Lease Agreement as stated in this Contract.

Lessee will pay a security deposit of **\$200.00** unless otherwise stated, upon signing lease agreement, returnable upon inspection and approval by the Main Street Manager or their designee after the end of the rental. **PRICE DOES NOT INCLUDE SETUP OF TENTS, TABLES, CHAIRS, ETC.**

THE MILL amphitheater (CAPACITY 1200) Deposit (security deposit is returned after event if no issues)	\$300/4 hours max + \$200 Security	
Concession Stand (not stocked)	\$100	_____
Tents (10 x 10) (38 tents total)	\$25 each	_____
Chairs	\$1.00 each	_____
Tables	\$5.00 each	_____
Tables (8')	\$5 each	_____
Tables (6')	\$5 each	_____
Tables (60" round)	\$5 each	_____

Additional Rental Costs

\$ _____

Due two weeks prior to event date

Personnel Fees:

Maintenance Supervisor	\$35 per hour (4 hr. minimum) (large event requires 2 staff minimum)
Maintenance Technician	\$30 per hour (4 hr. minimum)
Security	\$35 per hour based upon type of event (over 200 people requires security)

Lessee shall pay the Lessor for any required Personnel fees unless otherwise directed by Lessor. Lessor reserves the right to require that estimated Personnel fees be paid in advance

Date(s) of Facility Use: _____ Time(s) of Use: _____

\$200 Security Deposit Paid: _____ Date Paid: _____ Method of Payment (no credit card): _____

\$300 Rental Fee Paid: _____ Date Paid: _____ Method of Payment (credit card – call GDP): _____

Rental Fee Due by (date) _____ **Paid Rental Receipt #:** _____

Lessee Mailing Address: _____

Lessee Phone Numbers: (Hm) _____ (Wrk) _____ (Cell) _____ (Fax) _____

By their signature below, USER WILL INDEMNIFY owner of the property, the City of Villa Rica staff, customers and invitees and save them harmless from and against any and all claims, damages, actions, liability and expense in connection with loss of life, personal injury, and/or damage to property arising from or out of occupancy or use of the premises, or any part thereof, or any part of the City of Villa Rica property, or occasional wholly or in part by an act of omission of user, its agents, members or affiliates.

Lessee

Date

Staff Person

Date

THE MILL Amphitheater RULES AND REGULATIONS

- Prior to the acceptance of a lease for certain facilities, a statement of the activities planned or use intended, including a projected number of participants, adults present, a list or schedule of events must be presented in writing to Main St office.
- Signs and banners promoting the event shall be approved in writing by the Main Street office in advance and must be in accordance with all City of Villa Rica sign ordinances. Signs and banners shall be removed immediately following the event.
- LED signage application must be submitted to the Main Street Office for approval in order to promote event on THE MILL's marquee.
- Keys to facilities are issued once the deposit and rental fee is paid. Control of city-owned keys is the responsibility of the Lessee as signed on pg. 1. Keys shall be returned within two business days of the rental, or deposit will not be returned.
- Before a Lessee may obtain a lease agreement for any portion of the park facility, a **\$200 security deposit** must be received to protect the City of Villa Rica and its facilities against any damages that may occur. Once this deposit is received, **event will be placed on calendar.**
- Prior to any advertising for the event a rental fee **(\$300)** must be paid no later than **two weeks prior** to scheduled event.
- **This \$200 security deposit will be returned to the Lessee after the facility is inspected and deemed clean and acceptable. If the facility does not meet inspection criteria, the Main Street office will retain the full deposit, even if the repair or cleaning of the facility does not require the full amount.**
- Refunds available **ONLY** if cancellation is made **two weeks** before the rental date. Booking of facilities followed by a pattern of cancellations may result in loss of rental privileges for a period determined by the Main Street office.
- The Main Street Office reserves the right to cancel events or activities due to severe weather or when use may cause unnecessary damage to the facility. If the Main Street Office cancels the event due to severe weather or unforeseen emergencies, Lessee will be refunded any fees for that date or additional dates, *if applicable*.
- Parking at THE MILL Amphitheater is limited (130 spaces), and rental of this facility does not necessarily imply that parking will be available adjacent to this venue for all event-goers.
- Lessee/activity sponsors are liable for personal injury to participants and/or spectators. The Lessee must sign the **Hold Harmless Agreement**, and if deemed necessary, may be required to produce a liability insurance policy for participants and spectators, naming the City of Villa Rica as an additional insured.
- In case of an emergency, Lessee should call 911 for assistance.
- **10:00 pm** sound ordinance shall be adhered to, and facility will be closed no later than **11:00 pm**.
- Stage lighting shall be turned off at the conclusion of the event. Failure to do so will result in loss of deposit.
- The City of Villa Rica and the Main Street office as administrators of the facilities under their care are not responsible for the loss or theft of any personal items left by Lessees.
- The use of radios, amplified sound devices, musical instruments, etc. are strictly limited to volumes audible to the immediate area or amenity leased.
- The use of profanity, racial or personal slurs or other socially unacceptable behavior is prohibited.
- In certain instances, Lessor may require the presence of a staff member or an off-duty Villa Rica Police Department Officer at a function presented by Lessee. Salary for such staff person or for a Villa Rica officer will be paid by Lessee in addition to the cost of the lease agreement and security deposit and at an amount to be determined at lease signing.
- The use of pyrotechnics, candles, portable stoves, grills, sterno-type warmers, or other fire producing devices or materials are strictly prohibited on The MILL Amphitheater property without written permission from the Main Street office.
- Lessee is responsible for all permits as required by law or ordinance for business, tents, food vending, etc. All concessions are subject to Department of Health regulations relative to food service.
- Entrance fees (*gate fees*) are subject to approval by the Main Street Office and shall be for the immediate area only. Admission fees shall not be charged to general park users without prior written permission of the Main Street office.
- At Management's discretion, a \$300 damage deposit may be required for social events. If all rules and regulations are followed and there are no damages to the facility, the \$300 will be returned to you by check within 14 days of the event.

APPENDIX A

ALLOWED:

- Food and non-alcoholic beverages
- Small coolers (6-drink capacity)
- Flameless candles
- Lawn chairs (low profile)
- Blankets (please be courteous of space)
- Purses, bags and backpacks: *May be subject to search by security personnel prior to entering The MILL Amphitheater.*

PROHIBITED:

- Smoking is not permitted at The MILL Amphitheater-there is designated smoking areas, look for “Smoking Area” signs. Violation of this policy may result in expulsion from The MILL Amphitheater. Smoking is strictly prohibited in all seating areas including the pit and lawn areas. This includes electronic/vapor cigarettes.
- Illegal drugs/substances
- No alcoholic beverages can be brought in
- No PETS of any kind (only registered working animals are permitted)
- Tents or staking
- Umbrellas
- Glass containers
- *No weapons of any kind except as may be permitted by the general laws of the State of Georgia*
- No skateboards

GUEST CONDUCT:

- Guests are expected to behave respectfully and in accordance with venue policy, state and local laws. Any guest that is acting in a manner that venue management deems unsafe can be subject to eviction. If a guest violates a state or local law they will be subject to any tickets or punishment deemed necessary by local law enforcement.

EVENT LISTINGS:

- A complete list of events can be found on www.downtownvillarica.com
- Villa Rica Main Street and The MILL Amphitheater Facebook pages.

LAWN SEATING:

- The lawn is always first come, first serve. There are no assigned seats on the lawn, unless reserved seating is available.

X _____

Signature of Lessee agrees, by their signature to rules and regulations

Date

Provide copy of driver's license.

Restroom Lock Box Code:

KEN FORD

KING OF STRINGS

ARTIST ENGAGEMENT AGREEMENT

PURCHASER agrees to procure ARTIST subject to the terms and conditions of this agreement and any other attached rider(s) set forth below. Any breach of the terms of this contract or attached rider(s) will result in ARTIST refusal to render services and PURCHASER will remain liable and obligated to satisfy the FULL GUARANTEED Performance Fee. Any such changes, modifications or revisions made to this agreement or rider(s) without the written approval of ARTIST REPRESENTATIVE WILL NOT be binding upon the ARTIST and may result in a breach of agreement.

This Agreement made as of Date: January 22, 2019

By and Between ("Purchaser"): Janet Chumley/City of Villa Rica

PURCHASER ADDRESS: 106 Temple Street

Villa Rica, GA 30180

and ("ARTIST"): KEN FORD

ADDRESS: 1270 Caroline St. Ste. D120-391

Atlanta, GA 30307

CONTACT INFORMATION

CONTACT NAME: Janet Chumley

CONTACT EMAIL: jchumley@villarica.org

CONTACT NUMBER: 678-785-1092

EVENT DETAILS

EVENT DATE: April 27, 2019

NAME OF EVENT VENUE AND ADDRESS: West Georgia Jazz Festival
The Mill Amphitheater

106 Temple Street, Villa Rica, GA 30180

VENUE CONTACT NAME (IF APPLICABLE): _____

VENUE CONTACT NUMBER: _____

VENUE EMAIL: _____

VENUE CAPACITY:	_____
TIME OF DOORS:	TBA
SOUND CHECK TIME:	TBA
PERFORMANCE TIME:	TBA
PUBLIC OR PRIVATE EVENT:	PUBLIC
PERFORMANCE DESCRIPTION:	____SOLO TRACKS or <u>X</u> ACCOMPANIED BY LIVE BAND
ARTIST Guaranteed Performance Fee:	\$10,000 - Ken Ford (Headliner)
NON-REFUNDABLE 1/2 DEPOSIT DUE (see wiring details below**):	\$5,000
BALANCE DUE ON ARRIVAL PRIOR TO PERFORMANCE:	\$5,000
EXCLUSIVITY:	100% Artist
MERCHANDISE SPLIT:	100% Artist

****Wiring Details:** Chase Bank | Ken Ford LLC | 1270 Caroline St. Ste. D120-391, Atlanta, GA 30307
ACCT # 369022055 Paper/Electronic Routing#: 061092387

A. GENERAL BUSINESS REQUIREMENTS

1. As The Headliner, ARTIST will receive one hundred percent (100%) sole star billing on all advertising, marketing, promotions and publicity including, but not limited to: radio & television commercial buys, all collateral print placement (newspaper, trade ads, fliers, posters, programs tickets, etc.), all outdoor & building advertising (billboards, marquees, etc.) and all electronic and social media (applicable websites, Facebook, Flickr, etc..) If there is a marquee, ARTIST must appear. ARTIST name, band or any affiliated members shall not be used to sponsor or have any connection with any commercial product or company, nor shall there be any sign, banner or other advertising materials on or near the stage, at any time, during the ARTIST performance. Advertising any commercial product or company, without the ARTIST REPRESENTATIVE consent is strictly prohibited. If not headlining, ARTIST shall receive 'Special Guest' billing. These terms of promotional billing will be agreed upon, in advance.

2. As Headliner, ARTIST and ARTIST REPRESENTATIVE shall have the right of approval of all other acts on the bill. Upon approval and along with the fully executed agreement, PURCHASER must provide ARTIST and ARTIST REPRESENTATIVE with a full press kit and/or background, bio, etc. for all support talent scheduled to share the stage/show with ARTIST.

3. At no time during the course of any advertising, marketing, promotions or social media efforts of the ARTIST appearance/performance/show date, may the PURCHASER or their AGENT(s) use the ARTIST name, image or likeness in conjunction with any product, service or company, without prior written consent of ARTIST REPRESENTATIVE.

4. ARTIST retains the sole and exclusive right to sell tour merchandise at the engagement/show/date. ARTIST will retain one hundred percent (100%) of all receipts. No other merchandise bearing the ARTIST name, image or likeness may be sold or displayed at the engagement without prior written permission of the ARTIST or ARTIST REPRESENTATIVE.

5. No portion of the performance may be recorded, filmed, taped or embodied in any form for the purpose of reproduction of such performance, FOR ANY REASON, including without limitation to, the performance of ARTIST or any activity of ARTIST. PURCHASER agrees that they will prevent any such recording being made without the express written consent of ARTIST or ARTIST REPRESENTATIVE.

6. Deposit of Guaranteed Performance Fee must be issued to ARTIST upon agreed time negotiated between PURCHASER AND ARTIST to confirm and secure Artist engagement. **NOTE: DEPOSITS ARE NON-REFUNDABLE.** The engagement is not considered confirmed until the fifty percent (50%) deposit has been received – NO EXCEPTIONS. The balance of ARTIST Performance Fee shall be paid in ~~CASH ONLY (U.S. currency)~~ to ARTIST or ARTIST REPRESENTATIVE, no later than arrival to the engagement. **~~CHECKS ARE NOT ACCEPTABLE.~~**

7. TAXES. If there is any assessment of tax by any retaining taxing authority on ARTIST for monies earned during performance, PURCHASER shall pay all taxes. All ARTIST Guaranteed Performance Fees will be free and clear of any deductions, discounts or any like reduction, of ANY kind, for ANY reason. It is fully understood and agreed that no deductions whatsoever are to be taken from the Guaranteed Performance Fee contained herein or from any percentages earned hereunder. Any taxes imposed by any governmental authority with respect to the use or occupancy of the venue or the sale of tickets shall be paid by Purchaser.

8. All PURCHASER employees shall be covered by Workman's Compensation and Disability Insurance. No employee of PURCHASER will be considered an employee or the responsibility of ARTIST and will not imply, demand or expect any type of compensation or special concessions or the like from Artist.

9. ARTIST obligation to perform is subject to the impossibility to do so because of sickness, accident, inability to perform, means of transportation, act of God, riots, labor disputes, epidemics, and/or any other act or order on any public authority or any cause beyond the control of the ARTIST. ARTIST shall not be obligated to perform at any other time.

10. **NAME & IMAGE USAGE/LIMITED LICENSE TO USE** It is agreed and permission is granted for a limited time and in relation to this Project and this Project only, the authorization to use the name along with the image/likeness of ARTIST and shall be utilized on every occasion as **"KEN FORD, KING OF STRINGS"** The usage of such will be governed by the following:

*PURCHASER will be authorized to use any ARTIST photos taken in connection with, and only with, this performance for any post-PR strategies.

*PURCHASER is authorized to use a photo(s), as designated by ARTIST REPRESENTATIVE for placement and usage for this performance, and this performance only, on its website and/or other print materials.

11. **WRITTEN COMMUNICATION/QUOTED MATERIALS** It is agreed that ARTIST bio and photograph may be used for the purposes of this Performance and this Performance **only**.

B.

PROMOTION AND PRODUCTION

PURCHASER agrees absolutely NO advertising, promotions or marketing shall be activated until a fully executed agreement, along with the required deposit(s) are received by ARTIST or ARTIST REPRESENTATIVE. PURCHASER shall be responsible for all matters pertaining to the advertising, marketing, promotion and production of the scheduled performance. ARTIST is responsible for the delivery of a professional and entertaining show, the execution of said show and the delivery thereof **ONLY**. PURCHASER agrees to promote the scheduled performance(s) and will use its best efforts to obtain calendar listings, feature articles, interviews of the ARTIST, reviews of the performance and ARTIST's music in all local, regional and/or national radio, television, print and electronic media.

ARTIST REPRESENTATIVE will work in conjunction with PURCHASER to make ARTIST available for promotional efforts involving interviews, radio drops, etc. ARTIST Guaranteed Performance Fees are in no way contingent upon the success or failure of PURCHASER's advertising, marketing or promotional strategies. If a bonus or percentage of gate receipts or other revenue are a part of this agreement, both will be agreed upon, in writing, in advance and governed by the terms described in Section A6.

C.

PRESS

All requests for Interviews, Recording TV or Radio broadcasting shall be approved by ARTIST REPRESENTATIVE at least seven (7) days in advance of performance. PURCHASER shall not make any commitments for personal interviews, personal appearances, or any other type of promotional activity for ARTIST in connection with this performance without the prior written

approval from ARTIST REPRESENTATIVE or ARTIST. ANY photograph, TV, film or video crews must have prior approval. THIS WILL BE STRICTLY ENFORCED.

D.

INSURANCE

PURCHASER agrees to retain any and all necessary personal injury or property damage liability insurance with respect to the activities of ARTIST on the premises of PURCHASER or at such other

location where the PURCHASER directs the ARTIST to perform. Purchaser shall indemnify and hold ARTIST, its REPRESENTATIVES, contractors, employees, licensees and designees harmless from and against any claim, demand, loss, damage or expense including reasonable attorney's fees incurred, suffered by or threatened against PURCHASER in connection with or as a result of any claim for personal injury or property damage or otherwise, brought by or on behalf of any third party, person, firm or corporation as a result of or in connection with the engagement, which claim does not result directly from active negligence or willful misconduct of ARTIST, its employees, contractors or agents.

E.

PERMITS, LICENSES, CERTIFICATES

Purchaser, at Purchaser's sole cost, agrees to obtain all necessary licenses, permits, certificates, authorizations, or other approvals required to be obtained from any union, guild, public authority, performing rights society or any other governmental authority or agency having proper jurisdiction over or with respect to the engagement and shall comply with and completely and satisfactorily fulfill all terms, conditions and covenants set forth therein.

F.

INDEPENDENT CONTRACTOR

The relationship between ARTIST and PURCHASER is that of an independent contractor. Accordingly, nothing in this Agreement is intended, nor shall it be construed to constitute the parties as a partnership, joint venture employee/employer relationship, principle agent relationship or other relationship and neither party shall represent itself to third parties as such. ARTIST shall not be liable in whole in part for any obligation incurred by PURCHASER in carrying out its obligations hereunder.

G.

TECHNICAL RIDER – PRODUCTION REQUIREMENTS | OTHER REQUIREMENTS

PURCHASER shall furnish for this engagement at own expense, equipment, personnel services, and other items necessary for presentation of this performance. **Please see attached ARTIST TECHNICAL RIDER.**

H.

CONTROL OF PRODUCTION

ARTIST along with ARTIST REPRESENTATIVE shall have absolute authority in directing local personnel, Union crews, local Security, Facility personnel, and operation of all lighting and sound equipment (and any other production equipment) during any and all sound checks, rehearsals, and each scheduled performance. ARTIST REPRESENTATIVE shall have exclusive creative control in all respects and in all detail dealing with ARTIST engagement. ARTIST REPRESENTATIVE shall also have final approval over all material matters relating to this engagement.

I.

PERFORMANCE DURATION

ARTIST Full Performance shall be approximately **(TBA)**, including encores. PURCHASER shall assure that the performance will not be interrupted by local curfew, building policies or any similar cause. Any delays of the show for any other reason not caused by artist shall not limit ARTIST full performance time. Under no circumstances will ARTIST be required to take the stage if the time remaining until curfew is less than required time, and if ARTIST is not required to perform because of, the Full Guaranteed Performance Fee will be due to ARTIST.

This balance should be presented to ARTIST or ARTIST REPRESENTATIVE, upon ARTIST and/or ARTIST REPRESENTATIVE arrival into the marketplace, at hotel (or other designated location TBD). PURCHASER agrees that any additional promotions or marketing strategies that ARTIST or ARTIST REPRESENTATIVE would like to execute is open and available. I.e. display of marketing materials, calendars, CDs, etc., on site, for sale and distribution, at designated area, with regard to the highest visibility possible. ARTIST will maintain 80% of the proceeds from the sale of any of these materials.

*plus attached rider

J.

INCLEMENT WEATHER

If engagement is an outdoor performance, a covered stage must be provided. In the event of inclement weather, PURCHASER agrees that provisions will be made, at PURCHASER'S expense, for the proper grounding of all electrical equipment as to avoid any danger or hazard to ARTIST, ARTIST BAND, GROUP or MANAGEMENT. Should stage not be suitable, unacceptable for a safe performance or ARTIST subject to rain or shock hazard, ARTIST will

not be obligated to perform. If PURCHASER decides to cancel show or concert due to inclement weather, ARTIST will not be held liable, in any manner, and shall be paid, in full, unless rain/rescheduled date is negotiated and agreed upon. **Villa Rica Main Street events are rain or shine barring inclement weather such as lightning or tornado**

K.

CANCELLATION, ILLNESS, FORCE MAJURE

ARTIST shall have the right to terminate this Agreement without liability to PURCHASER if:

*Any member of the Artist performing group, the tour manager, sound engineer or lighting director shall die, become ill or incapacitated for any reason;

*In Artist's reasonable judgment, performance of the engagement shall expose Artist, any employee of Artist or Purchaser, or any portion of the audience to danger or death or injury by any outbreak of violence or civil strife of any kind;

Performance of any of Artist's obligations shall be rendered impossible or impractical by reason of strikes, civil unrest, gasoline rationing, unforeseeable act or order on any contractor, sub-contractor or any public authority, epidemic, dangerous weather conditions, national or local state of emergency, fire or other similar event or condition, of any character. Provided Artist is ready, willing, and able to perform, Purchaser shall remain liable to pay Artist the full contract price plus any monies called for in the contract regardless of the foregoing events. In Artist's reasonable judgment performance of any of Artist's obligations shall expose Artist, Artist employees, or Purchaser's employees, agent or independent contractors to civil or criminal proceedings of any kind.

L.

REFUND/CANCELLATION/POSTPONEMENT POLICY

In the event that the **PURCHASER** cancels or postpones any performance within 30 days before the date of such performance, **PURCHASER** will pay **ARTIST**, as liquidated damages, the **full guaranteed fee balance** agreed to be paid for such performance. In the event that the **PURCHASER** cancels or postpones any performance outside of 30 days of performance date **but** within 45 days of performance date, **PURCHASER** will pay **ARTIST**, as liquidated damages, 1/2 of the guaranteed fee **balance**.

IN THE EVENT OF PERFORMANCE **POSTPONEMENT** BY PURCHASER, (*outside of the 45 day limit in the above paragraph*), POSTPONEMENT DATE MUST BE AGREED BY BOTH PARTIES AND CONFIRMED TO OCCUR WITHIN 180 DAYS (*6 months*) OF ORIGINAL PERFORMANCE DATE IN ORDER TO RETAIN DEPOSIT. ANY PRESENTED POSTPONEMENT DATE AFTER 180 DAYS WILL BE SUBJECT TO NEW TERMS AND WILL HAVE TO BE RE-NEGOTIATED. **ORIGINAL DEPOSIT WILL NOT BE REFUNDED NOR WILL IT CONFIRM THE NEW POSTPONED DATE.**

If **ARTIST** should cancel event date, at any time, for any reason, **PURCHASER** will receive a 100% refund of all monies submitted (*including any deposits*) and reimbursement of any confirmed travel or accommodations that are unable to be recuperated.

AUTHORIZED SIGNATURES/EFFECTIVENESS

I HAVE READ AND I AGREE TO THE TERMS OF THIS CONTRACT AND ACCOMPANYING ARTIST FULL RIDER. THIS CONTRACT AND ANY ATTACHMENTS OR RIDERS INCORPORATED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF GEORGIA AND IS BINDING AND VALID ONLY WHEN SIGNED BY THE PARTIES BELOW. The person(s) signing this agreement shall have all the legal authority and power in their respective capacities to bind PURCHASER and ARTIST and shall not be effective until fully executed and delivered to all parties.

ACCEPTED AND EXECUTED BY:

PURCHASER (please print): _____

Title: _____

Signature: _____

Date: _____

ARTIST (please print):

Ken Ford

Title: Artist

Signature:

Ken Ford

Date:

1/24/19

KEN FORD

KING OF STRINGS

CONTRACT RIDER AGREEMENT

This Rider as a part of the attached contract and general information sheets are for the purpose of presenting a successful, efficient and smooth running engagement for both the Artist and the Purchaser. It is imperative that every effort be made to meet or exceed the requirements listed herein to enable,

Ken Ford | King of Strings

referred herein as ARTIST or KEN FORD, to present the best possible show performance. Purchaser must initial every page & agree, at no cost to the artist, to supply the detailed specifications which are essential to the show performance. Any breach of the terms of this Rider will be considered a Breach of Contract. Please read and review this Contract Rider carefully and if, for any reason, any problems are anticipated in satisfying any of the requirements or conditions set forth herein, please call or email one of the contacts from the CONTACT page.

All items covered in this rider shall be in effect until a representative of Ken Ford LLC. signs a changed/revised document. Changes, deletions, additions or other alterations will not take effect until that time. The provisions of this agreement are confidential and shall not be disclosed except as necessary to carry out the terms hereof.

Any changes or comments to these documents must be agreed, in writing with Artist/ Artists' representative. We want to know of your thoughts and concerns so that we may assist in working them out. We look forward to working with you to achieve a successful engagement.

MERCHANDISE

ARTIST retains the sole and exclusive right to sell tour merchandise at the engagement/show/date. ARTIST will retain one hundred percent (100%) of all receipts. No other merchandise bearing the ARTIST name, image or likeness may be sold or displayed at the engagement without prior written permission of the ARTIST or ARTIST REPRESENTATIVE.

TRAVEL REQUIREMENTS

~~AIRLINE TRANSPORTATION~~

~~PURCHASER shall supply Travel, at no cost to ARTIST (unless otherwise negotiated and agreed upon in advance). In the event that air travel will be deemed necessary or required, the PURCHASER will be responsible for providing airfare travel to and from the engagement city on ARTIST Preferred Major Airline, DELTA for domestic or international travel required as follows:—~~

- ~~1. KEN FORD SOLO PERFORMANCE Two (2) First or Business Class airline seats and One (1) Regular Coach Seats—~~
- ~~2. KEN FORD W/FULL BAND Two (2) First or Business Class seats and Five (5) Regular Coach Seats—~~

~~When PURCHASER provides air travel using coupons, vouchers or passes and the flight options are inconvenient, as solely determined by ARTIST's Representative, ARTIST reserves the right to make other flight arrangements and either acquire such vouchers from PURCHASER for subsequent travel, or be responsible for any local, municipal or governmental air travel taxes and fees.~~

~~GROUND TRANSPORTATION~~

~~PURCHASER will provide, at no cost to the ARTIST, including any necessary gratuity, premium round trip ground transportation for ARTIST, ARTIST BAND, & Artist Management/Personnel from airport to hotel to venue as well as to any other agreed upon destinations in association with the show date. All ground transportation should be recent model SUVs or Custom Limo Buses/Vans suitable to provide extra storage for equipment and luggage. Additional transportation for equipment may be required.—~~

~~PURCHASER's representative should meet ARTIST at baggage claim at a time to be determined in advance by ARTIST's representative. When meeting ARTIST, the~~

~~PURCHASER's representative is to display a name card that reads: "KEN FORD GROUP".~~

In the event, an all inclusive agreement is approved whereby the ARTIST provides own local ground transportation, PURCHASER shall arrange, at no cost to the ARTIST, gratuity, valet parking and/or adequate parking for the ARTIST and ARTIST BAND/ Management Personnel at hotel, venue, and other agreed upon destinations associated with engagement.

HOTEL ACCOMODATIONS | CREDENTIALS

PURCHASER shall provide, at no cost to the ARTIST a 4+ star (or higher) premium hotel accomodations - NO EXCEPTIONS. PURCHASER will provide as follows:

1. ~~KEN FORD SOLO~~ One (1) Junior Suite ~~ARTIST~~ and Two (2) Single King, ~~non-smoking rooms~~
2. **KEN FORD W/FULL BAND** - One (1) Junior Suite -ARTIST- and Six (6) Single King, non-smoking rooms

Artist Representative will provide PURCHASER with Preferred Hotel Properties. All rooms will be checked-in and room keys presented to Ken Ford Representative upon arrival into the marketplace. PURCHASER shall by NO MEANS secure rooms without receiving the ROOMING LIST FIRST!! Purchaser will secure all rooms with credit card or other means. ARTIST nor ARTIST BAND will not be required to supply any form of payment or credit card, for any reason, to secure accommodations. No motels, Express, Limited or Inns - NO EXCEPTIONS! All accomodations will be pre-arranged, pre-approved and pre-paid.

**** PURCHASER MUST FORWARD ALL FLIGHT, HOTEL AND LOCAL GROUND TRANSPORTATION INFORMATION TO ARTISTS REPRESENTATIVE WITHIN 14 DAYS PRIOR TO ENGAGEMENT DATE. UPON RECEIPT, ARTIST REPRESENTATIVE WILL APPROVE, IN WRITING, ALL ARRANGEMENTS. IF PURCHASER MOVES FORWARD IN SOLIDIFYING TRAVEL & ACCOMMODATIONS WITHOUT ARTIST REPRESENTATIVE'S WRITTEN APPROVAL, PURCHASER WILL BE RESPONSIBLE FOR ANY APPLICABLE & NECESSARY CHANGES THAT WERE NOT APPROVED.**

It is STRONGLY SUGGESTED that PURCHASER provide an OFFICIAL ASSIGNED CONTACT or HOTEL CONTACT person to be in place at the arrival of ARTIST to designated hotel to ensure that ARTIST/ARTIST BAND/ARTIST PERSONNEL receive the following:

1. Room Keys for each member of Ken Ford Personnel traveling with Artist for said engagement.
2. Seven (7) Credential Laminates or Passes for ARTIST/ARTIST BAND/ARTIST PERSONNEL
3. Per Diem (if applicable) in the form of cash, pre-paid debit cards, or meal tickets sealed in an envelope.

EVENT STAFF

PURCHASER must ensure that **ALL STAFF** employed or volunteering on behalf of PURCHASER/PROMOTER are expected to behave in a professional manner in the company of ARTIST at all times. Any and ALL staff (SECURITY, DRIVERS, HOSPITALITY ATTENDANTS, PHOTOGRAPHERS, VOLUNTEERS, ETC.) assigned to ARTIST **MUST RESPECT ARTIST PRIVACY** and **SHOULD NOT** request photos with ARTIST, nor request merchandise from ARTIST at any time! **THIS WILL BE AT ARTIST DISCRETION ONLY!**

HOSPITALITY REQUIREMENTS

VIP HOSPITALITY ROOM (~~Green Room~~) *Office Space KA*
PURCHASER shall provide, at no cost to ARTIST, one (1) VIP Hospitality Room or Area adjacent to the backstage area with access to the backstage area for Artist Meet and Greets.

DRESSING ROOMS

PURCHASER shall provide two (2) clean, dry, well-lit dressing rooms with lockable door & corresponding key, if available. Each Dressing Room door **MUST** display signage that reads: "KEN FORD (private)" and "KEN FORD BAND (private)". One (1) for ARTIST, and one (1) for ARTISTS BAND. The dressing rooms shall be comfortable, and shall contain adequate heating and/or air conditioning. Dressing Rooms are for the EXCLUSIVE use of ARTIST, ARTIST BAND & ARTIST Personnel ONLY. Each dressing room shall be within close proximity to the stage and away from a public area.

Ken Ford's PRIVATE dressing room to contain:

- Comfortable Seating: clean sofa, clean love seat, and/or chairs
- One (1) Coffee table
- Full length mirror and/or lighted make-up mirrors
- One (1) Clothes Rack
- Steamer and/or electric iron and board

- Minimum of four (4) AC electrical outlets
- Access to free wifi with clearly stated signage of user name and password
- Private and clean lavatory facilities with hot and cold running water, soap, paper towels and toilet paper
- Two (2) large bath towels and two (2) face towels when shower is available in lavatory
- Four (4) to six (6) dark colored hand towels
- One (1) Garbage Can with lining
- One (1) pack of assorted juices on ice: cranberry, orange, apple
- One (1) 6 pack FUJI Water Or Alkaline Water on ice
- Light Snacks
- ~~One Bottle of Cabernet Red Wine~~
- ~~2 Wine Glasses~~

Ken Ford's Band PRIVATE Dressing room to contain:

- Comfortable Seating: clean sofa, clean love seat, and/or chairs
- One (1) Coffee table
- Full length mirror & lighted make-up mirrors
- One (1) Clothes Rack
- Steamer and/or electric iron and board
- Minimum of four (4) AC electrical outlets
- Access to free wifi with clearly stated signage of user name and password
- Private and clean lavatory facilities with hot and cold running water, soap, paper towels and toilet paper
- Five (5) large bath towels and five (5) face towels when shower is available in lavatory
- Five (5) dark colored hand towels
- One (1) Garbage Can with lining
- One (2) packs of assorted juices on ice: cranberry, orange, apple
- One (1) 12 pack FUJI Water Or Alkaline Water on ice
- Light Snacks

ON STAGE JUST PRIOR TO PERFORMANCE

- Five (5) large bottles of FUJI water OR Alkaline Water (preferred)

AT SOUND CHECK

- Five (5) large bottles of FUJI water OR Alkaline Water (preferred)

CATERING

PURCHASER shall provide, at no cost to Artist appropriate Food and Beverages for ARTIST & ARTIST BAND. If a BUYOUT or PER DIEM has not been established and agreed upon, a HOT catered meal is strongly preferred.

~~KEN FORD SOLO: DINNER THREE (3) PEOPLE~~

~~To be available no less than 2 hours before showtime. Preferrably right after sound check.~~

~~DINNER shall be a HOT sit down catered meal. NO take out or fast food! NO EXCEPTIONS.~~

- ~~• THREE (3) hot meals consisting of baked/fried fish entree AND baked/fried chicken (white and dark meat - no thighs) or beef, **ABSOLUTELY NO PORK**~~
- ~~• One (1) rice (brown preferred) and potatoes (baked or mashed)~~
- ~~• Three (3) hot vegetables~~
- ~~• Green Salad with assorted dressings~~
- ~~• Bread & Butter~~
- ~~• Assorted Desserts~~
- ~~• Fresh brewed hot coffee, coffee creamer, herbal teas with honey, turbinado sugar, Splenda or Equal, and fresh lemon wedges~~
- ~~• Bottled water - FUJI Water OR Alkaline Water preferred~~
- ~~• Sweet Tea and Lemonade~~
- ~~• Condiment assortment (Mustard, mayonnaise, ketchup, salt and pepper, etc.)~~

KEN FORD W/BAND: DINNER FOR SEVEN (7) PEOPLE

To be available no less than 2 hours before showtime. Preferrably right after sound check.

DINNER shall be a HOT sit down catered meal. NO take out or fast food! NO EXCEPTIONS.

- Seven (7) hot meals consisting of baked/fried fish entree AND baked/fried chicken (white and dark meat - no thighs) or beef, **ABSOLUTELY NO PORK**
- Two (2) starches- rice (brown preferred) and potatoes (baked or mashed)
- Three (3) hot vegetables
- Green Salad with assorted dressings
- Bread & Butter

- Assorted Desserts
- Fresh brewed hot coffee, coffee creamer, herbal teas with honey, turbinado sugar, Splenda or Equal, and fresh lemon wedges
- Bottled water - FUJI Water OR Alkaline Water preferred
- Sweet Tea and Lemonade
- Condiment assortment (Mustard, mayonnaise, ketchup, salt and pepper, etc.)

Ken Ford
1/24/19



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Headlining Band for West Georgia Jazz Festival
AGENDA DATE: 2/12/2019

DATE PREPARED: 1/31/2019
PREPARED BY: Janet Chumley

AMOUNT: \$10,000
GL ACCOUNT #: 23880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To approve the headlining act contract/agreement for the 2019 West Georgia Jazz Festival to be held Saturday, April 27, 2019 at The MILL Amphitheater.

BACKGROUND: As with 2018, the goal for the 2019 MILL Amphitheater entertainment lineup is to secure bands with more name recognition to perform at The MILL Amphitheater.

April 27, 2019: Ken Ford - \$10,000-Jazz musician (West Georgia Jazz Festival).

STAFF RECOMMENDATION: In a continued effort to bring more entertainment with name recognition to The MILL Amphitheater, staff is recommending the above band to headline the 2019 West Georgia Jazz Festival.

IMPACT: The goal of bringing entertainment with more name recognition will be accomplished creating a better quality of life and also addressing the community's feedback.

MOTION: I make a motion that we approve the contract/agreement necessary to engage Ken Ford to headline 2019 West Georgia Jazz Festival.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Headlining Band Gold Rush Festival
AGENDA DATE: 2/12/2019

DATE PREPARED: 1/31/2019
PREPARED BY: Janet Chumley

AMOUNT: \$3,550.00
GL ACCOUNT #: 23880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To approve the headlining act contract/agreement for the 2019 Gold Rush Festival to be held Saturday, September 7, 2019 at The MILL Amphitheater.

BACKGROUND: As with 2018, the goal for the 2019 MILL Amphitheater entertainment lineup is to secure bands with more name recognition to perform at The MILL Amphitheater.

September 7, 2019: Brickyard Road, Lynyrd Skynyrd Tribute Band - \$3,550.00

STAFF RECOMMENDATION: In a continued effort to bring more entertainment with name recognition to The MILL Amphitheater, staff is recommending the above band to headline the 2019 Gold Rush Festival.

IMPACT: The goal of bringing entertainment with more name recognition will be accomplished creating a better quality of life and also addressing the community's feedback.

MOTION: I make a motion that we approve the contract/agreement necessary to engage Brickyard Road, Lynyrd Skynyrd Tribute Band to headline 2019 Gold Rush Festival.



10600 Rocky Ridge Road
Rocky Ridge, MD 21778
410-718-5556

SERVICE CONTRACT

This contract constitutes a written and binding agreement by and between **UP ON THE RIDGE ENTERTAINMENT** (Management), **BRICKYARD ROAD** (The Band) and **2019 GOLD RUSH FESTIVAL**; Villa Rica Main Street; 106 Temple Street, Villa Rica, GA 30180; 678-785-1092; Janet Chumley (Contractor)

VENUE LOCATION: The MILL Amphitheater located at 106 Temple Street, Villa Rica, GA 30180

PERFORMANCE(S):

Pursuant to this contract, The Band agrees to provide a two (2) hours of live music in the form of a Lynyrd Skynyrd Tribute and original music (The Show) on the Show on the 7th day of September, 2019 commencing at 8:00 PM and ending at 10:00 PM. The band will play straight through with no breaks unless the Contractor requests a break.

The cost of this performance is exactly \$ **3,500.00**. There is a \$**50.00** booking fee to secure this date. A deposit in the amount of

\$**1,800.00** (50% of the cost of the performance and the \$50 booking fee) is due and payable upon the execution of this contract. A check made out to Up On The Ridge Entertainment can be mailed to the address above. The balance due (\$**1,750.00**) is payable no later than two (2) hours prior to the start of the Show.

PRODUCTION:

Sound reinforcement equipment and personnel shall be provided by Contractor as per minimum requirements on specification sheet (attached).

Concert lighting equipment and personnel shall be provided by Contractor as per minimum requirements on specification sheet (attached).

******The Band requires a minimum of ninety (90) minutes to load in and perform a sound check. Contractor shall provide name and phone number of the sound engineer no later than fourteen (14) days prior to the day of the Show*****

ADVERTISEMENT:

Advertising in the form of radio, television, and/or printed matter are solely the responsibility of the Contractor. The Band assumes no responsibility or liability for cost of advertising or materials used. The Band assumes no liability for lack of adequate advertising resulting in poor attendance and lost revenues. The Contractor agrees to use the Band and Management's logos on any and all advertising.

Ticket sales are the sole responsibility of Contractor.

***Note:** It is **strongly recommended** that the Contractor advertise on local radio station(s) with a "Classic Rock" format, throughout the two weeks prior to The Show. The Band should be advertised as a **Lynyrd Skynyrd Tribute Band**, with the name **Lynyrd Skynyrd** prominent in all ads.

OPENING ACTS

At The Contractors discretion, an opening act may be contracted to play one set of material prior to The Bands performance. It is the sole responsibility of The Contractor to acquire an opening act under its own separate contract. The Band will assume no liability for failure of any opening act to appear. **The Bands start time will not be altered if any opening act fails to appear.**

An opening act will not be permitted to use any of The Bands instruments, amplifiers, stages, power supplies, cables, or any other equipment owned by The Band, without permission of The Band.

CANCELLATION / NON-PERFORMANCE (CONTRACTOR):

Any cancellation by contractor of performance must be received, in writing, no later than three (3) weeks prior to scheduled performance date. Any cancellation not received three (3) weeks prior to scheduled performance date shall forfeit the 50% deposit paid.

CANCELLATION / NON-PERFORMANCE (BAND):

Any cancellation by the Band will be made, in writing, no later than three (3) weeks prior to scheduled performance date. Exceptions to this clause include but are not limited to; Illness of an incapacitating nature of any Band member; Family emergency of any Band member; Mechanical failure of common transportation chartered by the Band; Inclement weather in any region of the continental United States that prevents reasonably safe transportation of the Band.

Any cancellation by the Band will be rescheduled to the earliest possible date, current schedule providing, at a reduction of no more than ten percent (10%) of the original Total Contract Amount.

ACCOMMODATIONS:

For distances greater than seventy-five (75) miles, round trip from Frederick, Maryland, accommodations shall be provided by Contractor. Specific details are outlined in the attached hospitality rider.

CONCESSIONS:

See attached hospitality rider.

BREACH OF CONTRACT:

Any violation of this contract by Contractor may result in cancellation of The Show by The Band. The Band assumes no liability for said breach. The Contractor agrees to pay any and all legal fees and court costs incurred by The Band for said breach. **THIS CONTRACT IS NULL AND VOID IN THE ABSENCE OF TWO (2) SIGNATURES OF MANAGEMENT REPRESENTATIVES AND ONE (1) SIGNATURE OF CONTRACTOR.**

TOTAL CONTRACT AMOUNT: ■■■■■ **\$ 3,550.00 DOLLARS**

_____/_____/_____ Contractor Date	<u><i>Jen Terry</i></u> Up On The Ridge Entertainment Date	<u>01/22/2019</u> Date
_____/_____/_____ Witness (optional) Date	<u><i>Rob Terry</i></u> Up On The Ridge Entertainment Date	<u>01/22/2019</u> Date



HOSPITALITY RIDER

www.brickyardroadband.com

1. **PARKING:** Venue/Buyer is to provide BRICKYARD ROAD members and crew members reserved area parking with clear access to the venue/load in area. Parking must be able to accommodate at least 5 vehicles.
2. **HOSPITALITY:** Purchaser will provide refreshments for the band and crew (up to 10 people total) from load in through load out. At load in/load out: a CASE of non sparkling bottled water cold/on ice is required at the stage area. After sound check (or two (2) hours prior to the doors opening, whichever comes first) catering OR dinner is required in dressing room or other area suitable area. Suggestions include: Deli tray (with condiments and bread). Meals (dinner) for the band members is also acceptable venue restaurant, or meal buy-outs are also acceptable.
3. **ACCOMMODATIONS:** Venue/Buyer is to provide hotel rooms for the day of the event. All rooms must be prepaid (including all taxes, required gratuities, parking, etc.) near the venue and reserved under the name Jenifer Terry. Hotels must be a quality chain. Early check in and/or late check out may be required. A minimum of five (5) double/queen rooms are required (if available). One double/queen room can be substituted for a king room. Confirmation numbers should be sent to Management within 10 days of the Show.
4. **GUEST LIST:** Venue/Buyer is to allow BRICKYARD ROAD a guest list for the event which will allow free admission into the venue for the event for the named guests. Tickets for the event may be substituted in place of a box office "guest list." The amount of allowed guests is to be a minimum of fourteen (14) which is equivalent to two (2) per band member/manager. Guests are to be allowed access to the venue/event and NOT to the backstage, load in or stage area.

5. MANAGEMENT/AGENT FOR BOOKING: Jen Terry, 410-718-5556;
upontheridgeentertainment@gmail.com

Contractor	Date	<i>Jen Terry</i>	01/22/2019
		Up On The Ridge Entertainment	Date
Witness (optional)	Date	<i>Rob Terry</i>	01/22/2019
		Up On The Ridge Entertainment	Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Variable frequency drive replacement for the #2 booster pump at the Highway 61 booster pump station

AGENDA DATE: 2/12/2019

DATE PREPARED: 1/17/2019
PREPARED BY: Pete Zorbanos

AMOUNT: \$11,025.00
GL ACCOUNT #: 505-4420-522220
FUNDING SOURCE: Water Plant budget
BUDGETED ITEM? Yes

PURPOSE: To replace the variable frequency drive that controls Pump # 2 at the Highway 61 booster pump station.

BACKGROUND: The variable frequency drive unit for the # 2 booster pump failed. The drive unit was 10 years old and had reached the end of its useful life.

STAFF RECOMMENDATION: Staff recommendation is to replace the existing Allen Bradley variable frequency drive with a Danfoss variable frequency drive, to be installed by Goforth Williamson, Inc.

IMPACT: Currently, there is only one operational pump at the Highway 61 booster pump station, whereby, water from the Carroll County Water Authority can be pumped into our water distribution system. Without this drive, we cannot operate the second pump and have no redundancy.

MOTION: I make a motion to approve the purchase and installation of the Danfoss variable frequency drive for the #2 booster pump to Goforth Williamson, Inc. at a cost not to exceed \$11,025.00.



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P210939

Date: 18-Dec-18

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

Erin Sims
 City of Vila Rica
 Van Wert Lift station
 206 N Van Wert Rd.
 Temple, GA 30180
 United States of America

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	Reference: Hwy 61 VFD PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
1	Line: 001 Part: 131B9070 Danfoss VLT Aqua Drive FC202 75 KW / 100 HP, 380 - 480 VAC, Three phase, IP55 / Type 12 No Mains Option, Graphical Loc. Cont. Panel, RFI Class A2 (C3), Not coated PCB, No A Option, No B Option, No C1 option, No D option, Standard Cable Entries, No adaptation, No brake chopper, Frame Size: C2 FC-202P75KT4E55H2XGXXXXXXXAXBXXXXDX ea	\$6,875.00	\$6,875.00	
1	Line: 002 Part: 130B1119 Ethernet IP Option ea	\$583.00	\$583.00	



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P210939

Date: 18-Dec-18

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

Erin Sims
 City of Vila Rica
 Van Wert Lift station
 206 N Van Wert Rd.
 Temple, GA 30180
 United States of America

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
1	Line: 003 Part: INSTALLATION Installation to include: - De-terminating and disconnection of existing VFD - Removal (and haul off if requested) of existing VFD if applicable - Securing new VFD to floor, wall, or posts - Securing all grounding - Connecting any conduit hubs to panel - Pulling any field wiring if necessary - Ensuring all field wiring is of proper length and proper type - Re-terminating of all wiring in new VFD - Cleaning of work area *For each panel, pumps must be able to be taken out of service during work to be performed and main power feed ahead of each panel must be electrically disconnected. Upon the above Scope of Work, should any additional work or additional parts not listed above be required, a revised Scope of Work and quote will be submitted. No additional work will be performed or additional parts supplied prior to approval.	Expiration Date: 18-Feb-19 Rev:	\$1,767.00	
1	Line: 004 Part: ENGIENERING SERVICES PLC reprogramming for Danfoss drive with ethernet card.	Expiration Date: 18-Feb-19 Rev:	\$1,800.00	
	PLEASE NOTE: - Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. - Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. - We can now accept Visa, Mastercard, American Express and Discover. Please	Total:	\$11,025.00	



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P210939

Date: 18-Dec-18

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

Erin Sims
 City of Vila Rica
 Van Wert Lift station
 206 N Van Wert Rd.
 Temple, GA 30180
 United States of America

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.			



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P210941

Date: 18-Dec-18

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

Erin Sims
 City of Villa Rica
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
1	Line: 003 Part: INSTALLATION Installation to include: - De-terminating and disconnection of existing VFD - Removal (and haul off if requested) of existing VFD if applicable - Securing new VFD to floor, wall, or posts - Securing all grounding - Connecting any conduit hubs to panel - Pulling any field wiring if necessary - Ensuring all field wiring is of proper length and proper type - Re-terminating of all wiring in new VFD - Cleaning of work area *For each panel, pumps must be able to be taken out of service during work to be performed and main power feed ahead of each panel must be electrically disconnected. Upon the above Scope of Work, should any additional work or additional parts not listed above be required, a revised Scope of Work and quote will be submitted. No additional work will be performed or additional parts supplied prior to approval.	Expiration Date: 18-Feb-19 Rev:	\$1,767.00	
ea			\$1,767.00	
	PLEASE NOTE: - Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. - Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. - We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. - GWI will provide 1-year warranty on workmanship and materials from the date of delivery	Total:	\$19,276.00	



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P210941

Date: 18-Dec-18

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

Erin Sims
 City of Villa Rica
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.			

PRB ELECTRONICS, INC.
INDUSTRIAL ELECTRONIC ENGINEERING
 2108 FAIRBURN ROAD SUITE E
 DOUGLASVILLE, GA 30135

Phone #	Fax #
770.949.9426	770.577.1164

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
1/10/2019	QA10183	TBD

QUOTED BY	JOB #	SERVICE DATE
BRUCE	TBD	2/9/2019

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

SHIP TO
V PLEX SPORTS COMPLEX HWY 61 VILLA RICA, GA 30180 ATTN:ERIN SIMS

CUSTOMER PO #	CUSTOMER JOB #	SALES REP	TERMS	SHIP VIA	JOB TYPE
TBD		BD	Net 30	ON SITE	SALES/FS

QTY	ITEM	PART # / DESCRIPTION	UNIT	Total
1	DRIVES	YASKAWA P1000 CONFIGURED NEMA 1,480V,100,HP,124 AMPS PANEL	9,387.91	9,387.91
1	KIT, DRIVE RETROFIT	MISC. COMPONENTS FOR DRIVE RETROFIT	375.00	375.00
1	SHIPPING CHARGE	FREIGHT SHIPPING CHARGE IS AN ESTIMATE ONLY AND MAY BE HIGHER OR LOWER	218.75	218.75
24	STRAIGHT TIME	FIELD SERVICE LABOR, TWO ENGINEERS TWO DAYS FOR INSTALLATION ONSITE	105.00	2,520.00
2	STRAIGHT TIME	TRAVEL TO/FROM JOB SITE,THREE MEN TWO DAYS	105.00	210.00
80	MILEAGE	MILEAGE TO/FROM JOB SITE,MULTIPLE VEHICLES,MULTIPLE DAYS	0.60	48.00
1	STARTUP 1ST DRIVE 25 ...	DRIVE START-UP, FIRST DRIVE, 25 MILE LOCATION (36 MONTH FACTORY WARRANTY)	365.00	365.00
1	SI-EN3	OPTION, KIT, ETHERNET / IP, APQZ1000	256.25	256.25
50	W2/001-0-BI	2/0 AWG, 90C, TYPE W, 2KV, 300AMP, UL LISTED, BLACK	7.77	388.50
8	ENGINEERING	ENGINEERING FOR DESIGN AND INTEGRATION OF NEW SYSTEM	100.00	800.00
1	THERMAL IMAGING	THERMAL IMAGING OF REQUESTED EQUIPMENT AS LISTED BELOW.	0.00	0.00

NOTE: "TARIFF VOLATILITY MAY AFFECT PRICING AT TIME OF ORDER"

Total

Signature

PRB ELECTRONICS, INC.
INDUSTRIAL ELECTRONIC ENGINEERING
 2108 FAIRBURN ROAD SUITE E
 DOUGLASVILLE, GA 30135

Phone #	Fax #
770.949.9426	770.577.1164

QUOTE DATE	QUOTE NUMBER	APPROVAL DATE
1/10/2019	QA10183	TBD
QUOTED BY	JOB #	SERVICE DATE
BRUCE	TBD	2/9/2019

BILL TO		
CITY OF VILLA RICA 571 WEST BANKHEAD HWY VILLA RICA, GA 30180		
CUSTOMER PO #	CUSTOMER JOB #	SALES REP
TBD		BD

SHIP TO		
V PLEX SPORTS COMPLEX HWY 61 VILLA RICA, GA 30180 ATTN:ERIN SIMS		
TERMS	SHIP VIA	JOB TYPE
Net 30	ON SITE	SALES/FS

QTY	ITEM	PART # / DESCRIPTION	UNIT	Total
		THIS QUOTE IS FOR REMOVAL OF THE EXISTING FAILED/FAILING ALLEN BRADLEY POWERFLEX DRIVE . THE INSTALLATION OF ONE NEW YASKAWA P1000 NON BYPASS PUMP DRIVES IN A NEMA 1 ENCLOSURE. DRIVE UNIT WILL BE MOUNTED ON UNISTRUT TO THE WALL OF THE BUILDING. REPLACEMENT OF EXISTING DRIVE INPUT WIRING FROM THE DISCONNECT. LEAD TIME ON THE DRIVE UNITS IS 4 WEEKS FROM DATE OF PURCHASE ORDER ISSUANCE. THIS CAN BE EXPEDITED FOR AN ADDITIONAL CHARGE.		

NOTE: "TARIFF VOLATILITY MAY AFFECT PRICING AT TIME OF ORDER"

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

Total	\$14,569.41
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Signature _____

www.BakerTechnicalServices.com Expert service for drives, electronic repair, installation, start-up, instrumentation, motors, controls, flow calibration. Woman Owned (WOSB) Small Business.

		Baker Technical Services 5935 Shiloh Road East Suite 300 Alpharetta, GA 30005 Phone 770-538-1114 kathy@jmbaker.com	Quote # 190119
Erin Sims City of Villa Rica 577 Bankhead Hwy. Villa Rica, GA 30180		Phone: 470-389-9043 Cell: Email: esims@villarica.org Location: City Park	January 9, 2019 Rep.: Kathy Baker Quote Expires 30 days from issue date above
Item	Qty.	Description	Total
1	1 ea.	Provide and replace existing Allen Bradley 100 HP VFD without bypass, 480 VAC, utilizing same model including Ethernet/IP comm. Includes installation, electrical hardware, programming, start-up, test, ground freight. Installation and start-up 1 day/1 trip as scheduled.	\$15,921.00
2	1 ea.	Same as item 1 except drive is Yaskawa	\$11,958.00
TOTAL			

→ **Approval:** _____ **PO #:** _____

Service/Delivery to be completed ASAP based on factory delivery and availability at time of order – approx. 2-3 weeks. **All work to be completed during normal business hours – between 8:00 a.m. and 5:00 p.m. (excluding holidays). If needed, after hours and weekend labor to be scheduled and billed separately.** On-site work delays/waiting may incur additional charges for labor.

Terms: Net 30 days with approved credit and written Purchase Order – or use VISA/ Mastercard/ Discover/ Amex

The quote above was written with information discussed and agreed upon by phone, email, or site visit. We have attempted to provide accurate information, however, no guarantee or guarantees are given nission, of parts, third party pricing, or incomplete assessments of work to be performed. While every reasonable precaution has been taken in the preparation of this quote, no guarantee is provided against natural disasmed disaster.

Terms of Sale: The following terms of sale apply to any purchase unless specifically stated otherwise and signed by an office of Baker Technical Services. All prices are f.o.b. Seller's shipping point unless otherwise stated. Buyer shall pay all expenses from time of shipment including, but not limited to freight, trucking, handling, storage, and insurance. The Buyer will reimburse Seller for any of such expenses beyond the shipping point. Labor and diagnostics not included in warranty claims unless otherwise specified. Claims of warranty that are not approved by manufacturer are not supported by Baker Technical Services. Warranty of parts by manufacturer. *Baker Technical Services does not endorse or confirm the engineering validation of any manufacturer's equipment. Therefore, any issue with accuracy, functionality or statement of functionality, guarantees, warranty, or any other promises given by factory is not guaranteed by Baker Technical Services.* Electrical surges, lightning or any other externally generated damage or misuse not included in warranty. Seller makes no warranty, express or implied, other than those specifically contained herein. Seller does not warrant that the equipment and software (if any) will operate continuously without failure or that data output from the system will be error free. Seller may pay all sales, use and excise taxes, custom duties, and other taxes levied on Seller or Buyer in connection with this sale are Buyer's obligation. Baker Technical Services is not responsible for consequences of customer supplied equipment. Parts and special order items and equipment placed into service cannot be returned. Customer assumes all responsibility for installation and setup when equipment is not installed by Baker Technical Services. A restocking fee will apply for any item accepted for return and must be accepted by company manager in writing to customer with RMA form. Accounts that are not paid within terms are subject to interest charges/repossession of goods.

Thank you for the opportunity to provide this quote, Kathy Baker



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: EXMARK 60" Rear Discharge Lawn Mower
AGENDA DATE: 02/12/2019

DATE PREPARED: 01/30/2019
PREPARED BY: Nic Griffin

AMOUNT: \$9,233.19
GL ACCOUNT #: 350-4910-542500
FUNDING SOURCE: ALLOCATED FROM CAPITAL FUNDS
BUDGETED ITEM: Yes

PURPOSE: To purchase and procure a new lawn mower for the Grounds Maintenance/Inmate Detail Department.

BACKGROUND: The Grounds Maintenance/Inmate Detail Department is currently using three 48' zero-turn lawn mowers to complete all mowing necessities. It is currently taking the crew at least seven hours to complete all mowing necessities with the current lawn mowers that are being used.

STAFF RECOMMENDATION: By using the slide discharge lawn mowers in the middle of the median, debris and other materials are being thrown onto vehicles that are traveling in that direction. The concern of damage to vehicles while the crew members are completing mowing necessities is apparent.

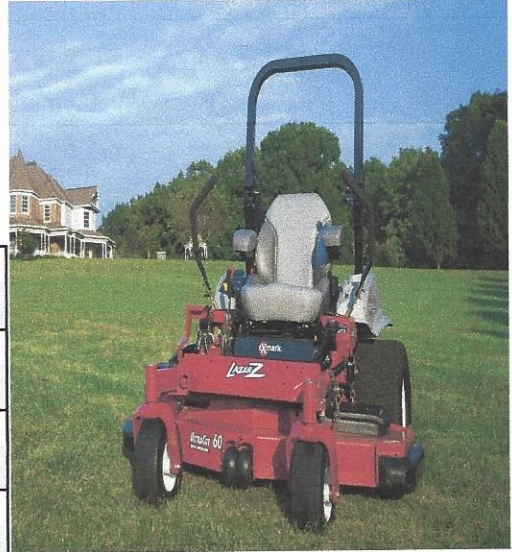
IMPACT: By purchasing this lawn mower, crew members will be able to cut the center median in a much shorter time and more efficiently. Also, because this lawn mower discharges from the rear, debris being thrown onto the median and possible damage to vehicles traveling in that direction will be eliminated.

MOTION: I propose that the city permit the purchase of the EXMARK 60 Rear Discharge Lawn Mower from Douglasville Ace Hardware in the amount of 9,233.19 for the Grounds Maintenance/Inmate Detail Department.



Use this form for purchases or projects over \$5,000

City of Villa Rica - Capital Request Form Budget Year 2019



Capital Asset or Project Name 60" Exmark Lazer-Z rear discharge Zero-turn	
Responsible Department Inmate Detail	Project Leader Nic Griffin
Funding Source (Operating, SPLOST, etc.) Small Equipment	Annual Maintenance Cost \$250
Will additional staffing be required? No	

Physical Description of the Asset and/or Project (please give as much detail as possible)

Model #LZE751GKA60RA- This zero-turn has a rear discharge mowing deck. It comes equipped with a Kawasaki V-twin 27hp motor. 3,750 RPM. There is a 8 gallon capacity fuel tank. Magstop electromagnetic 200 ft lbs clutch.

History and/or Current Status

The crew is currently using three 48" zero-turns to do all of their mowing. We are mowing the medians and right of ways from Hwy 78 to South Carroll. It is taking us right at a full 7 hours to cut. They are using side discharge mowers in the middle median. There is debris that gets thrown on passing vehicles from time to time.

Justification for Capital Project or Asset (please give as much detail as possible)

This mower will allow a crew member to cut the center median in much shorter time. Better than that, this mower discharges from the rear. This will eliminate the possibility of damaging a civilians vehicle with debris discharge.

Impact if Delayed or Cancelled:

Status quo

Type of Project	Renovation	New	Replacement	Expansion	Start Date	Projected Completion Date	
		X					
Year	2019	2020	2021	2022	2023	FUTURE	Total Cost/ Project
Project							
LAND							\$ -
BLDNGS/IMPROVEMNTS							\$ -
SITE IMPROVEMENTS							\$ -
STREETS & SIDEWALKS							\$ -
EQUIPMENT	X						\$ -
VEHICLES							\$ -
WATER/SEWER SYSTEM							\$ -
LIFT STATIONS							\$ -
							\$ -
Total Cost/Year	\$ 10,299.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Please attach copies of any quotes, specs and photos you have obtained for this project.

Department Head _____

DATE
1/23/19
TIME
11:31
SALESMAN
024/024
STORE
1

DOUGLASVILLE ACE HARDWARE
AND OUTDOOR POWER EQUIPMENT
6530 CHURCH STREET
D'VILLE, GA 30134 942-7044

INVOICE
859500
P/O NUMBER
NIC
WORK ORDER
PAGE
1 of 1

Terminal: 15

BILL TO ACCOUNT:	619
CITY OF VILLA RICA 571 W. BANKHEAD HWY. VILLA RICA, GA 30180	

SHIP TO ACCOUNT:	
CITY OF VILLA RICA 571 W. BANKHEAD HWY. VILLA RICA, GA 30180	

Tax Exempt # 586000691

No returns or service warranties without receipt.
No returns on belts, electrical or ignition items.
A 15% restocking fee on return of special orders.

Shipped VIA: CUSTOMER PICKUP
Department: 1

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
1	1		EXE	LZE751GKA60RA1	EXMARK 60 REAR DISCH	11399.00	9233.19	9233.19
THANK YOU FOR THE OPPORTUNITY AND FOR YOUR CONTINUED BUSINESS. WE LOOK FORWARD TO SERVING YOU.								

QUOTE ONLY

SUB TOTAL	9233.19
MISC	0.00
LABOR	0.00
Tax: 7.000	0.00
DOWN PAYMENT	
INVOICE TOTAL	9233.19



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2019 Ford Escape
AGENDA DATE: 02/12/2019

DATE PREPARED: 01/30/2019
PREPARED BY: Nic Griffin

AMOUNT: \$19,496.00
GL ACCOUNT #: 322-3210-542200
FUNDING SOURCE: ALLOCATED FROM CAPITAL FUNDS
BUDGETED ITEM: Yes

PURPOSE: To purchase and procure a new vehicle for the Criminal Investigation Unit.

BACKGROUND: As a growing Police Department, the city's vehicle needs are steadily rising and the issue of aging fleet has become a concern.

STAFF RECOMMENDATION: In the past four years, the provided 2010 Ford Fusion for the Criminal Investigation Unit has received several requests for maintenance repairs, along with timely tune-ups. The vehicle was then transferred to the Public Works Department due to obtaining high mileage during the duration of being assigned to the Police Department. It is currently being used as a spare vehicle while current vehicles are receiving repairs. When trying to obtain bids for the 2019 Ford Escape, the staff was presented with a budgeting issue. The issue being that the lowest bid, coming from Don-Rich Ford, that could be obtained in the amount of \$19,496.00 exceeded the approved budget amount of \$19,000.00 by \$496.00. The city's staff recommends approving the amount of \$496.00 be transferred from the General Funds Account to the Capital Funds Account in order to purchase the 2019 Ford Escape for the Criminal Investigation Unit.

IMPACT: The city's role of protecting the community depends on the Police Department to arrive to scenes and calls for service in a timely and safe manner. Vehicles age and the miles accumulate and the safety level diminishes. Purchasing this vehicle to replace the 2010 Ford Fusion that was transferred to the Public Works Department will ensure the safety of our Detective by placing him in a more reliable vehicle.

MOTION: I would like to propose a motion that the city permit the purchase of the 2019 Ford Escape in the amount of \$19,496.00. I would also like to propose that the city permit the transfer of \$496.00 from the General Funds Account to the Capital Funds Account in order to account for the remaining amount that was not approved within the Capital Funds Budget to purchase this vehicle.



www.pugmire.com

Pugmire Ford of Carrollton

One Ford Way
Carrollton, GA 30116
(770) 832-2457
Fax (770) 834-3137

Pugmire Lincoln of Marietta

1865 Cobb Parkway, S
Marietta, GA 30060
(770) 952-2261
Fax (770) 850-6582

Pugmire Ford of Cartersville

352 N Tennessee St
Cartersville, GA 30120
(770) 382-5780
Fax (770) 382-8741

SALES REP **Jackie Clayton**

DATE **01/22/2019**

PURCHASER

STREET ADDRESS **106 Temple St.**

HOME PHONE

SS#

WORK PHONE

CITY **VILLA RICA**

STATE **GA**

ZIP **30180**

CO. **CARROLL**

ENTER MY ORDER FOR: ☒ NEW ☐ DEMO ☐ USED MAKE **Ford**

MODEL **Escape**

YEAR **2019**

I.D. NO. **1FMCU0F79KUA58735**

STOCK NO. **ES17813**

MILEAGE **10**

Purchaser hereby sells and transfers unto Dealer the trade-in car described herein and warrants that he has absolute title thereto and that same is free from any liens or encumbrances except as disclosed herein, provided however, if there is any difference between the actual pay-off on the vehicle traded in and the balance as stated herein, then and in that event if Purchaser fails to pay said difference within 24 hours after demand, Dealer may, at its election, declare this agreement null and void with no title passing to Purchaser and Purchaser agrees to return to Dealer immediately the vehicle sold to Purchaser.

Purchaser certifies that Purchaser is 18 years of age or older.

Purchaser accepts delivery of the vehicle sold by the Dealer as described herein and acknowledges that this vehicle has a FEDERAL PRICE LABEL on the vehicle Pursuant to Public Law 85-506.

EMAIL ADDRESS **dgriffin@villarica.org**

DISCLAIMER OF WARRANTY

The only warranties applying to this vehicle are those offered by the Manufacturer. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Dealer neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the selling Dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

"However, if this vehicle is sold in conjunction with a service contract to extent allowed by law any implied warranty of merchantability or fitness for a particular purpose applicable to this vehicle is limited in duration to the duration of the manufacturer's written warranty."

INSURANCE CO. _____

POLICY NUMBER _____

LIENHOLDER _____

ADDRESS _____

LIENHOLDER CODE _____

Buyer assumes responsibility for any difference in pay-off in excess of amount shown, and will pay such difference in cash on demand. If not so paid, buyer authorizes dealer, at dealer's option, to increase the monthly payments and contract balance to cover the difference and finance charges thereon.

CUSTOMER'S INITIALS _____

PAYOFF GOOD UNTIL DATE

ACCT. NO.

BALANCE OWED TO

Verified by

ADDRESS

MAKE USED CAR

TYPE

I.D. NO.

YR.

COLOR

TAG NO.

DECAL NO.

STATE

MILEAGE

TOTAL RETAIL PRICE	24,969.00
GROSS ALLOWANCE FOR TRADE IN	
BALANCE	\$24,969.00
DEALER SERVICES CHARGE	\$599.00
MFG REBATE ASSIGNED TO DEALER	
ELECTRONIC REGISTRATION FEE	\$199.00
SUBTOTAL	\$25,767.00
TAX/TAFT ()%	
TITLE, TAG AND GA WARRANTY RIGHTS	\$46.00
TRADE IN PAYOFF	
EXTENDED SERVICE PLAN	
TOTAL CASH PRICE INCLUDING ESP	\$25,813.00
CASH ON DELIVERY	\$3,400.00
UNPAID BALANCE	\$22,413.00
GAP	
AMOUNT FINANCED	\$22,413.00

Purchaser

Date

AUTHORIZED DEALER REPRESENTATIVE

Co-Purchaser

Date

DEALER 21V 556

VIN 1FMCU0F75KUA21679

U0F4 ESCAPE 4DR S FWD Suggested Retail Price 21105.00
 SPECIAL DEALER ACCOUNT ADJUSTM
 4053-940K01/01/18 WK386Y
 2019 MODEL YEAR
 YZ OXFORD WHITE
 7B GRAY/BLACK CLOTH SEATS
 INCLUDED ON THIS VEHICLE
 EQUIPMENT GROUP 100A
 OPTIONAL EQUIPMENT/OTHER
 .17" STEEL WHEELS W/PNTD COVERS
 997 .2.5L I-VCT ENGINE NC
 446 .6-SPD AUTO TRANS W/SLCTSHFT NC
 .235/55R17 LRR A/S BSW TIRES
 17A U0F01 NC
 FLEET ADVERTISING CREDIT NC
 60S REVERSE SENSING SYSTEM 245.00
 FLEX FUEL ETHANOL
 SPCL. DLR. ACCT. ADJ. CR.
 TOTAL OPTIONS/OTHER 245.00
 TOTAL VEHICLE & OPTIONS/OTHER 24350.00
 DESTINATION & DELIVERY 995.00
 TOTAL FOR VEHICLE 25345.00
 FUEL CHARGE
 CPA FLEET INCENTIVE (56A)
 NET INVOICE FLEET OPTION (B4A)
 SHIPPING WEIGHT 3421 LBS.
 TOTAL 25345.00

Don Rich
 \$19,496

291BF
 Key Code
 10970
 2 miles

\$ 21,005.00

TOTAL PRICE

This invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Pioneer Ford 150 Highway 27 North Bypass Bremen		21V556 GA 30110					
		Order Type LM	Ramp Code RA3J	Batch ID JK051	Price Level 915		
Ship to (if other than above)		Date Inv. Prepared		Item Number	Transit Days		
		10	05	18	21-7005	10	
		Ship Through					
Invoice & Unit Identification NO. 1FMCU0F75KUA21679		Final Assembly Point LOUISVILLE		Finance Company and/or Bank Ford Motor Credit 000001			
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA	

CNGP530

VEHICLE ORDER CONFIRMATION

01/22/19 14:14:27

==>

Dealer: F21568

Page: 1 of 1

Order No: 1000 Priority: C3 Ord FIN: QE922 Order Type: 5B Price Level: 950
Ord Code: 100A Cust/Flt Name: CITY OF VR PO Number:

	RETAIL		RETAIL
U0F S FWD	\$24105	B4A NET INV FLT OPT	NC
.105.9" WB		DEST AND DELIV	1095
UX INGOT SLVR MET		TOTAL BASE AND OPTIONS	25200
7 CLOTH BUCKETS		TOTAL	25200
B CHARCOAL BLACK		*THIS IS NOT AN INVOICE*	
100A EQUIP GRP			
.17" STEEL WHEEL			
997 .2.5L I-VCT ENG	NC		
446 .6-SPD AUTOTRANS	NC		
.235/55R17 TIRES			
17A U0F01	NC		
FLEX FUEL			
SP DLR ACCT ADJ			
SP FLT ACCT CR			
FUEL CHARGE			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC00404

Don-B-ck

Bid Price \$19,496⁰⁰

CITY OF VILLA RICA

City Council Meeting
Agenda Item Cover Sheet



Agenda Item: _____

SUBJECT: 2018 Ford Explorer Police Interceptor
AGENDA DATE: 02/12/2019

DATE PREPARED: 1/31/2019
PREPARED BY: Nic Griffin

AMOUNT: \$29,733.00
GL ACCOUNT #: 350-3210-542200
FUNDING SOURCE: \$14,272 Govdeal Proceeds - \$10,739/Insurance Proceeds - \$4,722
Douglas CO SPLOST Fund - More Revenue Than Budgeted
BUDGETED ITEM: No

PURPOSE: To replace Ford Taurus Interceptor (Vehicle #8083).

BACKGROUND: Vehicle #8083 was in an accident on October 23rd of 2018. The City was not at fault. We received a settlement check for \$10,739.00 from Govdeal. We also sold surplus equipment in the total amount of \$14,272. The remaining balance of \$4,722.00 will come from Douglas County SPLOST Fund. The staff has searched for a Ford Explorer Interceptor, in our fleet color, in all dealerships in Georgia and many in surrounding states. The staff was able to find one available at a dealership in Spartanburg, South Carolina. Due to the lack of inventory and the city's specific needs for this type of vehicle in our surrounding area, purchasing this particular vehicle is inevitable.

STAFF RECOMMENDATION: The Staff recommends purchasing the 2018 Ford Explorer Police Interceptor from Vic Bailey Ford Lincoln. This dealership is in Spartanburg, South Carolina. The staff will pick up the vehicle during work hours, if the purchase is approved by council.

IMPACT: This vehicle will replace the totaled unit that served our Police Department Fleet. We are in need of additional Police Vehicles and this will be a needed asset.

MOTION: I make a motion to authorize the purchase of a 2018 Ford Explorer Interceptor from Vic Bailey Ford Lincoln in the amount of \$29,733.00.

\$ 29,733.00

DEALER 21A 659	
V	
Suggested Retail Price	
88AT POLICE INTER UTILITY AND	32320 00
SPECIAL DEALER ACCOUNT ADJUSTM	
SPECIAL FLEET ACCOUNT CREDIT	
2018 MODEL YEAR	
1011-210307/23/17SC	
UX INGOAT SILVER METALLIC	
FM EBONY BLACK CLOTH SEATS	
INCLUDED ON THIS VEHICLE	
EQUIPMENT GROUP 500A	
OPTIONAL EQUIPMENT/OTHER	
.PREMIUM SINGLE CD W/ MP3	
99R .3.7L V6 110CVT ENGINE	
44C .6-SPEED AUTO TRANSMISSION	
16D BADGE DELETE	
17T CARGO DOME LAMP - RED/WHITE	50 00
53M SYNC VOICE ACTIVATED SYSTEM	295 00
549 POWER MIRROR/SPOTTER/HEATED	60 00
55F KEYLESS ENTRY - 4 DOBS	340 00
60A WIRING GRILL/LAMP/SIREN/SPKRS	50 00
64E 18" PAINTED ALUMINUM WHEELS	475 00
65U INTERIOR UPGRADE PACKAGE	390 00
.1ST AND 2ND ROW CARPET FLR	
76R REVERSE SENSING SYSTEM	275 00
85D FRONT CNST. MOUNTING PLATE - DEL	
86P FRONT HEADLAMP HOUSING ONLY PKG	125 00
86T REAR TAILLAMP HOUSING	60 00
F CLOTH BUCKETS/CLOTH REAR SEATS	
153 FRONT LICENSE PLATE BRACKET	
SPCL. DLR. ACCT. ADJ. CR.	
TOTAL OPTIONS/OTHER	2120 00
TOTAL VEHICLE & OPTIONS/OTHER	34440 00
DESTINATION & DELIVERY	945 00
TOTAL FOR VEHICLE	35385 00



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Security Camera System Update – Phase I
AGENDA DATE: February 12, 2019

DATE PREPARED: 1/29/19
PREPARED BY: Jim Chambers

AMOUNT: \$41,900.00
GL ACCOUNT #: 321-1535-542500
FUNDING SOURCE: 2015 Carroll SPLOST
BUDGETED ITEM? Yes

PURPOSE: Implement and update security cameras with our security company, Relyco, to an up-to-date, secure, stable platform.

BACKGROUND: Currently, we have inadequate camera coverage and recording retention with our current system. This is a large project which will be implemented in three phases.

STAFF RECOMMENDATION: I recommend we utilize Relyco for this upgrade as they are who have contracted to switch over for security alarm functions. They are very responsive as well as reasonable when it comes to support of not only their own product but those currently in place as well.

IMPACT: The plan is to have coverage internal and external in all areas needed. This will include maintenance sheds and parking lots as well. The first phase will consist of City Hall, Customer Service, and Gold Dust as they each operate on the same VLAN.

MOTION: I make the motion we utilize Relyco for Phase 1 of the security camera system upgrade for an amount not to exceed \$41,900.00.



*To: City of Villa Rica
Attn: Jim Chambers*

Thanks for your interest in Relyco Security. The following is the requested quote for the service discussed on 1/9/19.

Scope of work: New camera Install city hall and customer service

- *1 18 terabyte Digital Watchdog Network Video Recorder*
- *13 2.8-12mm 4-megapixel cameras*
-to cover the parking lots, interior entrances, and the counter
- *1 20-megapixel panoramic camera for the main parking area*
- *2 D-Link poe 18 port switch (1 for each building)*
- *Surge protection for all cameras*
- *Lifetime licenses for all cameras*
- *2 microphones (1for the counter at each building)*
- *All cat 6 wire and mounting hardware*

The cost for the above service is \$21,200

Scope of work: Villa Rica Gold Dust

- *1 18 terabyte Digital Watchdog Network Video Recorder*
- *16 2.8-12mm 4-megapixel cameras*
-to cover all existing camera positions
- *1 D-Link poe 18 port switch*
- *Surge protection for all cameras*
- *Lifetime licenses for all cameras*
- *Repair or replace tag camera*
- *Mount 43' display monitor*
- *All cat 6 wire and mounting hardware*

Total cost: \$20,700



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency Licensing Purchase
AGENDA DATE: February 12, 2019

DATE PREPARED: 2/6/2019
PREPARED BY: Jim Chambers

AMOUNT: \$14,580.84
GL ACCOUNT #: 321-1535-542500
FUNDING SOURCE: 2015 Carroll SPLOST
BUDGETED ITEM? Yes

PURPOSE: Replace our old Microsoft Licensing and CALs(Client Access Licenses).

BACKGROUND: Was unable to utilize our old CALs for the Microsoft Exchange upgrade therefore purchase of new CALs was required. Email would have shut down.

STAFF RECOMMENDATION: I purchased these CALs and license before our Exchange server stopped working on 2/9/2019

IMPACT: Since the purchase of new CALs was required I purchased an Exchange 2019 License and 2019 CALs so these will be viable for the next 2 upgrades.

MOTION: I make the motion to ratify the purchase of Microsoft 2019 License with CALs for the sum of \$14,580.84



THE RIGHT
TECHNOLOGY,
DELIVERED™

Dear Jim Chambers,

Good news. The quote you requested is ready. Please log in to your Business Direct account to review it now.

Quote Details

Quote Number: 54937197402
Quote Label:
Status: Pending Approval from Buyer
Date Submitted: 02/05/2019
Quote is valid until: 03/07/2019*
Company Name: City of Villa Rica
Customer #: 200096543
Requested by: Jim Chambers

Billing Address

City of Villa Rica
ALISA DOYAL
571 West Bankhead Highway,
VILLA RICA, GA 30180
Phone Number: 770- 459-7000

Shipping Address

CITY OF VILLA RICA
Jim Chambers
571 W Bankhead Hwy,
Villa Rica, GA 30180
Phone Number: 770- 459-7000

Shipping Method

UPS Ground (3-7 business days)

Product Description		PCMG Part #	Mfr Part #	Qty	Unit Price	Ext. Price
	Mfr: Microsoft Exchange Server 2019 Standard - License - 1 server - local - OLP: Government - Win - English	41634786	312-04417	1	\$586.84	\$586.84
Comment to this item: No comment added						
	Mfr: Microsoft Exchange Server 2019 Standard CAL - License - 1 user CAL - local - OLP: Government - Win - English	41634787	381-04516	200	\$69.97	\$13,994.00
Comment to this item: No comment added						
Comments:				Group Subtotal: \$14,580.84		
No Comments Added				Estimated Sales Tax: \$0.00		
				Shipping (UPS Ground): \$0.00		
				Total: \$14,580.84		

* Promotional pricing is limited to the duration of the specific promotion, and is subject to change.

If you have any questions regarding your order, contact your Account Representative, **Brittany Noble** at (937)415-9411 Ext or eMail at Brittany.Noble@pcmg.com.

Thanks again for shopping at PCMG Business Direct.

1940 E. Mariposa Ave, El Segundo, CA 90245 - 800-700-1000
©2019 PCM Sales, Inc.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Change Credit Card Processors

AGENDA DATE: 2-12-2019

DATE PREPARED: 2-1-2019

PREPARED BY: Sarah Hefty

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM?

PURPOSE: To change the credit card processor for Customer Service and Community Development.

BACKGROUND:

As discussed in December, the City currently absorbs all credit card fees for payments processed for Customer Service and Community Development. Currently, Xpress Bill Pay is used to process credit cards for Customer Service and Community Development. The City has absorbed \$21,972 in fees from October 1, 2018 – January 31, 2019.

Court uses Government Window to process credit cards. This company passes the fees onto the customer so the City is not charged any fees for this service. The fee transaction is between Government Window and the customer.

Government Window has quoted us a rate of 3% if we add Customer Service and Community Development to what they are already processing for Court. This would not be a fee to the City, but would be between Government Window and the customers. The 3% fee is for Visa, MC and Discover only. Adding AMEX would raise the rate to 3.5%, and we do not currently accept AMEX through Xpress Bill Pay.

STAFF RECOMMENDATION: To utilize Government Window for Customer Service and Community Development credit card processing in addition to Court. We will need to provide Xpress Bill Pay with a 30-day notice of termination.

MOTION: I make a motion to authorize staff to terminate credit card services with Xpress Bill Pay and authorize Government Window to process credit card payments for Customer Service and Community Development beginning April 1, 2019.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Improvements to Pine Mountain Homesite

AGENDA DATE: February 12, 2019

DATE PREPARED: February 1, 2019

PREPARED BY: Tom Barber

AMOUNT: \$43,500.00

GL ACCOUNT #: 275-7540-572010

FUNDING SOURCE: Hotel/Motel

BUDGETED ITEM? Yes

PURPOSE: To approve a number of improvements at the homesite located at Stockmar Park.

BACKGROUND: For the last six months City staff and contractors have been working to resolve numerous maintenance issues in and around the Gold Museum. These improvements have included trail system clean up, wiring upgrades in the Museum, new flooring, leak repair at the Koi pond, replacing components in the water wheel, and additional grading to redirect storm water.

We would like to focus next on the old homesite. The two original stairways are irregular. The retaining wall is failing, allowing the “front yard” to slide downhill toward the parking lot, also causing the front porch to separate from the rest of the house. In addition, the supports of the garage’s roof need to be reinforced and doors need to be installed to allow the structure to be used as a storage facility.

Our recommendation is to create a new stairway and handrail, to remove and reconstruct the front retaining wall using an internal concrete block wall, to strengthen the garage roof, and to construct barn doors for the garage using rough-cut lumber and hardware to match the barn.

I have already authorized \$6,150.00 in make the repairs to the garage, including the construction of the new doors, which is not included in this motion.

STAFF RECOMMENDATION: To authorize the City Manager to oversee improvements to Stockmar Park’s old homesite for an amount not to exceed \$43,500.00.

IMPACT: These improvements will make the homesite much safer and provide a much more usable attraction.

MOTION: I move that we authorize DL Masonry to make improvements to the Stockmar Park homesite in an amount not to exceed \$43,500.

ESTIMATE

DL Masonry LLC

Date: 01/30/19

Home Improvements

115 Zoie Court Fayetteville, GA 30215

Danny Lee Orr 404-322-5368 email: orrlee5@gmail.com

TO: City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180
Attn: Charles Davis

JOB LOCATION: Pine Mountain Gold Museum
Villa Rica ~ GA

JOB DESCRIPTION ~ Each phase is detailed and estimated as follows:

SCOPE OF WORK: Remove existing stone that is in good condition to reuse in new lay. Excavate 50 Ln Ft x 8' of dirt wash. Dig and pour 50 Ln Ft x 2' wide concrete footer with vertical and horizontal reebar. Build 50 Ln Ft x 8' of retaining wall with concrete block, poured solid with grout. Install appropriate drainage and catch basin behind wall and backfill. Install original stone on face of wall. Wall to exceed grade no less than 18" with block, stone and cap. Clean up and remove all debris.

Excavate/Masonry Footer & Retaining Wall/Stone Install \$18,500.00

SCOPE OF WORK: Repair Archway at front of house ruins. Build counterweight arch on back and anchor to existing arch. Top of arch to match existing arches. Repair all four sides. Clean up and remove all debris.

Arch Install/Repairs to Existing Arch \$5,450.00

SCOPE OF WORK: Install fire pit extension with a 4' x 5' hearth and caldron plus pit to hide caldron for authentic rustic look. Clean up and remove all debris.

Fire Pit/Hearth/Caldron \$1,600.00

SCOPE OF WORK: Excavate, form and pour approximately 40 Ln Ft of masonry concrete steps, behind garage. Clean up and remove all debris.

Masonry Steps \$9,100.00

SCOPE OF WORK: Install handrails for masonry steps located behind garage. Install handrails on veranda with columns above garage. Clean up and remove all debris.

Handrails/Columns

\$6,150.00

SCOPE OF WORK: Anchor chimney to existing grade, utilizing hot dipped galvanized eye hooks, steel cable and concrete. Clean up and remove all debris.

Chimney Anchor/Cable/Masonry

\$2,700.00

Includes All Labor & Materials

JOB TOTAL

**Quote Not To Exceed
\$43,500.00**

Respectfully Submitted By Danny Lee Orr
Thank You For The Opportunity!

Quote based on each scope of work being installed as one project,
and is subject to change if performed separately at different times.

Remodeling & New Construction ~ Design & Installation
Masonry & Hardscapes Concrete ~ Stone ~ Brick ~ Paver ~ Tile
