

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

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 MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
September 8, 2020 | 6:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Invocation (Kevin Kersey, Associate Pastor, New Georgia Baptist Church)

Pledge of Allegiance (Sergeant Christian Woods, US Army Reserves)

Ceremonial Presentations (Mayor & Council)

- Recognition of Louise Clark - Local Finance Officer Certification Program Level 1 Certificate

Adoption of the Agenda (Mayor Gil McDougal)

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. Consent Agenda

1. Placement of Banners for "Get InVested" Benefit Concert (Bobby Elliott, Director)
2. Emergency Rebuild of #1 High Service Pump at Water Plant
3. Sewage Air Relief Valve Replacement
4. Replacement of #2 Pump at Ashley Place Lift Station
5. Complete Trojan Ultraviolet Disinfection Replacement Parks Kit
6. AV System for Civic Center
7. Access Control for Police Department and City Hall
8. Set Dates for 2020 Cleanup Week
9. Publication of New Zoning Ordinance on Municode
10. Purchase 2020 Ford F150 for CID
11. Purchase Two Mowers for Recreation Department

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes:
 - a. Meeting Minutes of August 11, 2020
 - b. Special Called Meeting Minutes of August 25, 2020
2. Appointment of William D. Coleman, Jr. to the Library Advisory Board - 3 Yr Term ending June 30, 2023.
3. Mayor's Veto of Smoking Ordinance

C. Community Development (Bobby Elliott, Director)

1. Alcoholic Beverage Application for F&B Edge Road LLC located 701 Edge Road (Bobby Elliott, Director)
2. Alcoholic Beverage Application for VED Enterprises Inc located 195 Commerce Drive (Bobby Elliott, Director)
3. Alcoholic Beverage Application for Fong's Asian Market Inc located 215 W Wilson Street, Suite 219 (Bobby Elliott, Director)
4. RA-01-20: Rezoning Request of Hickory Level Road and Georgia Highway 61-Parcel No: V07 0140411 (IHOP) and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
5. CU-01-20: Special Use Permit Request for Hwy 101 at Industrial Court West for Truck Stop and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

D. Finance (Sarah Andrews, CFO)

1. 2020 Budget Amendments
2. Financial Update: July 2020
3. Presentation of 2021 Budget
4. Public Hearing for 2021 Budget

City Manager's Report (Tom Barber)

Adjournment



CITY OF VILLA RICA

City Council Packet

SUBJECT: Placement of Banners for “Get InVested” Benefit Concert (Public ROW)

CITY COUNCIL AGENDA DATE: September 3, 2020 – Work Session

DATE: August 27, 2020

PREPARED BY: Bobby Elliott
Director of Community Development

FISCAL IMPACT:
ANNUAL – N/A
CAPITAL – N/A
OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: Requesting permission to place four temporary banners in the public right-of-way to promote the “Get InVested” benefit concert.

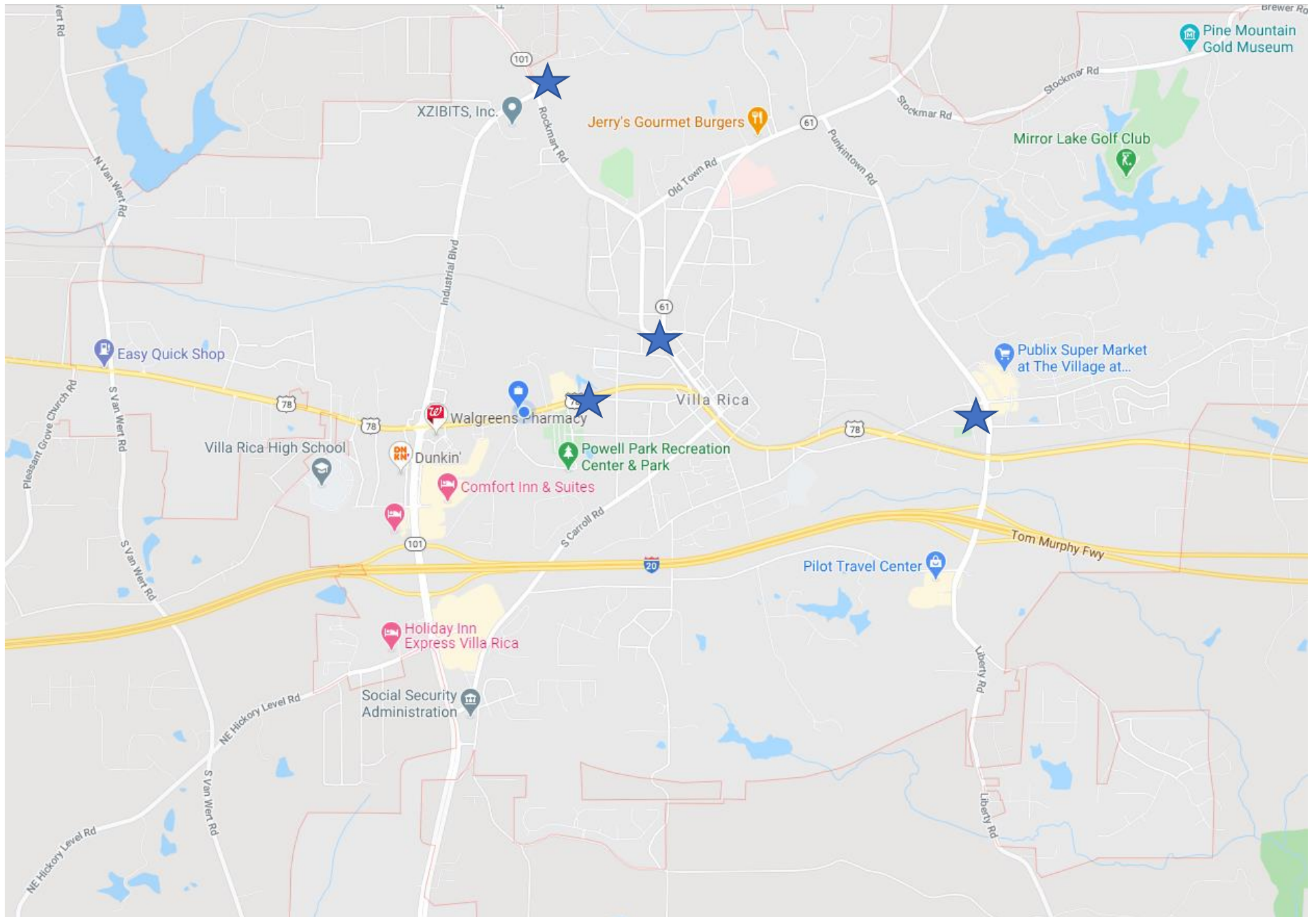
BACKGROUND: Stix Bar & Grill and the Velcro Pygmies are sponsoring a fundraising concert benefiting the Villa Rica Police Department. The event is scheduled for Saturday, October 3rd, 2020 from 7:30 to 10:30 at The Mill Amphitheater. Proceeds from the concert will go toward the purchase of active shooter vests for Villa Rica police officers. There are four locations that have been identified to place the temporary banners to achieve maximum promotional visibility, including 1) The 3-way stop at Industrial Blvd and Rockmart Road; 2) the triangle at Westview Drive and Bankhead Highway; 3) the corner of Mirror Lake Blvd and Conners Road; and 4) the 3-way stop at Main Street and Dallas Highway (across the street from Happy Valley Baptist Church).

STAFF RECOMMENDATION: Approval of the temporary banners in the public right-of-way at the identified locations.

IMPACT: Enhanced visibility and promotion of an event benefiting the Villa Rica Police Department.

MOTION: Motion to approve the placement of temporary banners to promote the “Get InVested” concert at the locations identified in the staff coversheet.

★ PROPOSED BANNERS





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency Rebuild of #1 High Service Pump at the Water Plant

AGENDA DATE: September 8, 2020

DATE PREPARED: August 27, 2020

PREPARED BY: Pete Zorbanos

AMOUNT: \$ 23,000.00

GL ACCOUNT #: 505-4420-522220

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To expedite the emergency rebuild of the 75 hp #1 high service pump at the Water Plant.

BACKGROUND: On July 26, 2020, the water plant operator heard a loud grinding sound and noticed severe vibration while the #1 high service pump was in operation. The pump was immediately taken out of service. The pump was later pulled and examined. The main shaft had broken and numerous internal wear parts needed to be replaced. Due to the condition and age of the pump, it was decided to do a total rebuild of the pump.

STAFF RECOMMENDATION Staff recommends the emergency rebuild of the #1 high service pump by Goforth Williamson, Inc. in the amount of \$23,000.00.

IMPACT. It is essential to have this pump operational to maintain flow from the treatment plant into the distribution system. Also, it is critical for redundancy.

MOTION: I make a motion to approve the emergency rebuild of the #1 high service pump at the Water Plant in the amount of \$23,000.00 to Goforth Williamson, Inc..



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

Order Acknowledgment

PO Number: VERBAL PETE ZORBANOS

Date: 27-Aug-20

To

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

Ship To

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

Ph: 770-459-7000

Fax:

Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		JGBOS
Quantity	Description	Unit Price	Amount	
	THANK YOU FOR THIS ORDER. YOUR BUSINESS IS GREATLY APPRECIATED. ***Unless otherwise noted - Sales Tax is NOT included***			
1 ea	S/N: TA-1347 PO: VERBAL PETE ZORBANOS Line: 1 Job: 136293 Part: JOHNSTON VTP Rev: 136293 Drawing: NWBEAS Water Plant High Service Pump #1 Scope of Work: 1. Travel to site and pull pump in sections. 2. Deliver pump to GWI Service Center. 3. Disassemble pump complete. 4. Inspect and record all critical dimensions. 5. Sandblast and clean all parts to be reused. 6. Provide and install the following parts: a) 1 ea. – Top Shaft b) 1 ea. – Intermediate Shaft c) 1 ea. – Bowl Shaft d) 1 ea. – Motor Shaft e) 3 ea. – Shaft Couplings f) 1 ea. – Column Coupling g) 1 ea. – Column Spider h) 1 ea. – Rubber Line Bearing i) 1 ea. – Packing j) 1 ea. – Misc. Gaskets k) 1 ea. – Misc. Fasteners 7. Machine/manufacture the following: a) 1 ea. – Weld/Skim All Register Fits	\$19,875.00	\$19,875.00	



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 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Order Acknowledgment

PO Number: VERBAL PETE ZORBANOS

Date: 27-Aug-20

To

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

Ship To

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

Ph: 770-459-7000

Fax:

Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		JGBOS
Quantity	Description	Unit Price	Amount	
	b) 1 ea. – Fabricate New Stuffing Box Bearing c) 9 ea. – Fabricate New Bowl Bearings 8. Dynamically balance rotating assembly to ISO G1.0 Specification. 9. Assemble pump complete. 10. Paint and prep pump for delivery. 11. Deliver pump to site using trucking service. Note: GWI will provide a 1-year warranty on workmanship and materials from the date of installation. Delivery is 4-6 weeks upon receipt of order. Quote Prepared by Nathan Beasley / Project Manager For the above scope of work, GWI Quotes:			
	PLEASE CALL 770-467-0303 OR YOUR SALES REP IF YOU HAVE ANY QUESTIONS OR NEED TO MAKE ANY CHANGES TO THIS ORDER. Signature _____ Date _____	Total:	\$19,875.00	



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 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

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Ph: 770-459-7000

Fax:

Terms		Ship Via		Salesperson
Net 30 Days		GWI Truck		JGBOS
Quantity	Description	Unit Price	Amount	
	THANK YOU FOR THIS ORDER. YOUR BUSINESS IS GREATLY APPRECIATED. ***Unless otherwise noted - Sales Tax is NOT included***			
1 ea	M/D: 365TP PO: VERBAL PETE ZORBANOS Line: Job: 136293-1 Part: US ELECTRIC MOTOR 75 HP Rev: 136293-1 Drawing: NWBEAS Water Plant High Service Pump #1 Scope of Work 1. Travel to site and pull motor. 2. Deliver motor to GWI Service Center 3. Disassemble motor complete. 4. Inspect and record all critical dimensions. 5. Steam and bake motor stator. 6. Provide and install the following: a) 1 ea. – 7220 Bearing b) 1 ea. – 6211 Bearing c) 1 ea. – Lock Nut d) 1 ea. – Lock Washer e) 1 ea. – Oil sight Glass 7. Machine/manufacture the following: a) 1 ea. – Bore & Bush Radial Bearing Housing 8. Dynamically balance rotating assembly to ISO G1.0 Specification. 9. Assemble motor complete. 10. Paint and prep motor for delivery. 11. Deliver motor to site and install with pump. Quote Prepared by Nathan Beasley / Project Manager	\$3,125.00	\$3,125.00	



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Sewage Air Relief Valve Replacement

AGENDA DATE: September 8, 2020

DATE PREPARED: August 27, 2020

PREPARED BY: Pete Zorbanos

AMOUNT: \$37,728.00

GL ACCOUNT #: 505-4330-541400

FUNDING SOURCE: Wastewater

BUDGETED ITEM? YES

PURPOSE: The purchase of twenty-four (24) Crispin UX20 Stainless Steel Air Relief Valves (ARV's).

BACKGROUND: The current ARV's on the force mains of the sewer lift stations are rusted to the point they no longer work. These air relief valves are critical to the efficient operation of the lift station pumps and the longevity of the pumps. Because these valves are inoperable there is also a loss of lift station pump capacity.

STAFF RECOMMENDATION: To purchase the Crispin UX20 Stainless Steel Air Relief Valves from Consolidated Pipe and Supply Co; Inc. who was the lowest bidder in the amount of \$37,728.00.

Name	Units	Price	Total
Consolidated Pipe and Supply Co; Inc.	EA	\$1572.00	\$37,728.00
Ferguson Waterworks	EA	\$1598.93	\$38,374.32
Core & Main	EA	\$1,605.00	\$38,520.00
Fortline Waterworks	EA	\$1,759.00	\$42,216.00
Goforth Williamson, Inc.	EA	\$2,136.00	\$51,441.00

IMPACT: The longer the ARV's go inoperable the more damage and wear that occurs to the pumps. Without operational ARV's there is also a reduction in pump efficiency resulting in excessive energy cost and a loss of pump output.

MOTION: I make a motion to purchase twenty-four (24) Crispin UX20 Stainless Steel Air Relief Valves from Consolidated Pipe and Supply Co; Inc. in the amount of \$37,728.00.



FEL-MARIETTA WATERWORKS #407
910-A COBB PARKWAY NE
MARIETTA, GA 30062-2410

Phone: 770-499-2030
Fax: 770-499-2093

Deliver To:
From: Jason Smith
Comments:

12:19:40 AUG 27 2020

Page 1 of 1

FEL-GEORGIA WATERWORKS #554

Price Quotation
Phone: 770-499-2030
Fax: 770-499-2093

Bid No: B499800
Bid Date: 08/27/20
Quoted By: JS

Cust Phone: 770-459-3656
Terms: NET 10TH PROX

Customer: CITY OF VILLA RICA
571 BANKHEAD HIGHWAY
VILLA RICA, GA 30180-1726

Ship To: CITY OF VILLA RICA
571 BANKHEAD HIGHWAY
VILLA RICA, GA 30180-1726

Cust PO#: PETE

Job Name: CRISPIN UX20-L

Item	Description	Quantity	Net Price	UM	Total
SP-CUX20L	2X1 SS SEW COMB AIR REL VLV LOW PRE	24	1598.930	EA	38374.32

Net Total: \$38374.32
Tax: \$0.00
Freight: \$0.00
Total: \$38374.32

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=407&on=23885>



AIR VALVE SUBMITTAL

Version A – Dated: 08-27-2020

Prepared By:
Peachtree Valves and Equipment, LLC
310 Burnhill Ave.
Evans, GA 30809
404-219-4975 Fax 706-447-1174



VALVE DATA SHEET

MANUFACTURER:

CRISPIN - MULTIPLEX
600 FOWLER AVE.
BERWICK, PA 18603
TEL 570-752-4524
FAX 570-752-4962

REPRESENTATIVE:

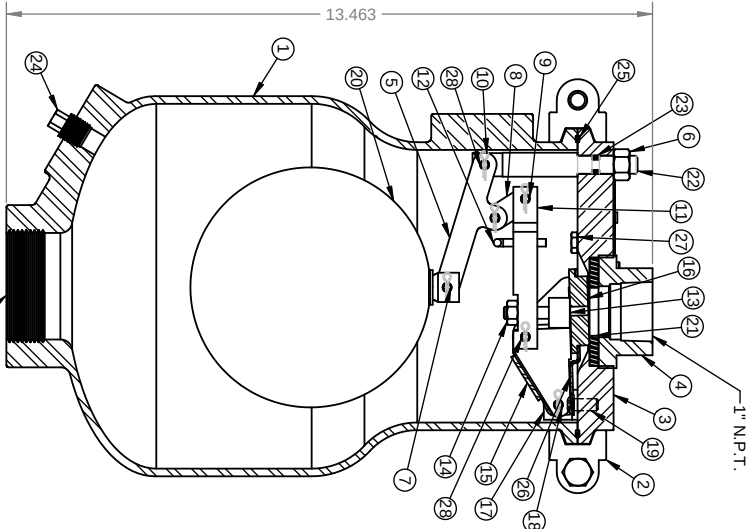
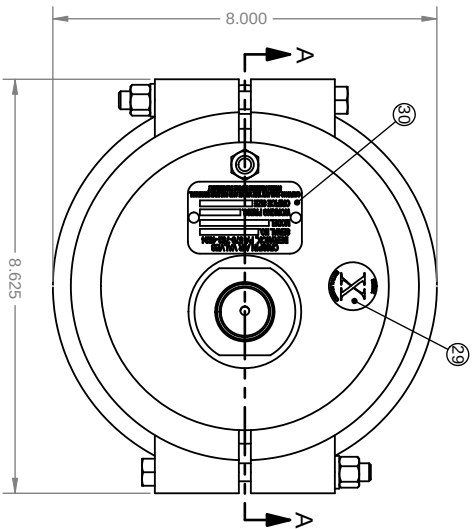
PEACHTREE VALVES AND EQUIPMENT, LLC
310 BURNHILL AVE.
EVANS, GA 30809
TEL 404-219-4975
FAX 706-447-1174

<u>ITEM</u>	<u>QTY.</u>	<u>ORDER CODE:</u>	<u>PRODUCT DESCRIPTION:</u>
AV1	24	UX20-L	2" x 1" STAINLESS STEEL COMBINATION AIR VALVE

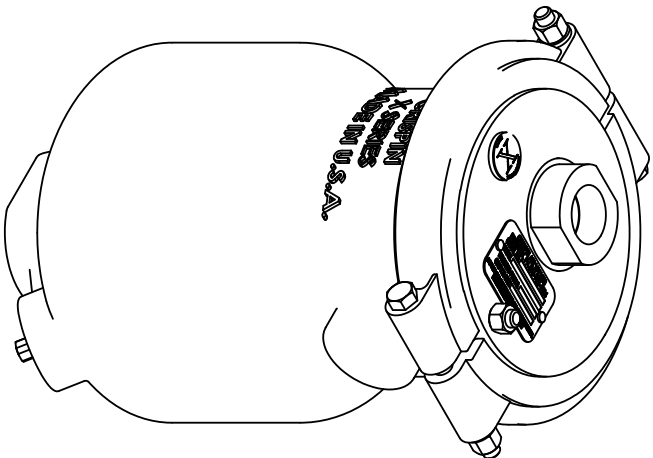
VALVE STYLE:	UX SERIES	SINGLE BODY COMBINATION AIR VALVE FOR SEWER SERVICE. THIS VALVE ALLOWS LARGE QUANTITIES OF AIR TO BE VENTED FROM THE PIPELINE WHEN THE SYSTEM IS BEING FILLED, AND IT ALLOWS AIR TO RE-ENTER THE PIPELINE WHEN IT IS DRAINED. THIS VALVE ALSO ALLOWS ACCUMULATING AIR TO ESCAPE WHILE THE LINE IS IN OPERATION AND UNDER PRESSURE.
SIZE:	2	INLET: TWO INCHES. OUTLET: ONE INCH.
END CONNECTION:	0	INLET: SCREWED ENDS, NPT STANDARD. OUTLET: SCREWED ENDS, NPT STANDARD.
WORKING PRESS.:	L	LOW PRESSURE 2-40 PSIG WORKING PRESSURE.
BODY:		CAST STAINLESS STEEL , ASTM A351 CF8M, TYPE 316.
FLOAT:		STAINLESS STEEL, ASTM A240 TYPE 316.
AIR & VAC SEAT:		BUNA-N.
PRESSURE SEAT:		STAINLESS STEEL,ASTM A582 TYPE 316.
VALVE LINKAGE:		STAINLESS STEEL, ASTM A240, A276, OR A582, TYPE 316.
ORIFICE DIA.:	3/16"	72 SCFM DISCHARGE AT 200 PSIG.
COATINGS:	INTERIOR: EXTERIOR:	NONE. NONE.
EXTERIOR BOLTING:		TYPE 316 STAINLESS STEEL.

ACCESSORIES OR MODIFICATIONS:

DRAWING NUMBER: UX20



SECTION A-A
SCALE 1:2



PARTS LIST			
ITEM NO.	DWG. NO.	MATERIAL	DESCRIPTION
1	27-3X	316 STAINLESS STEEL	BODY
2	50-16	304 STAINLESS STEEL	CLAMP ASSEMBLY
3	26-2X	316 STAINLESS STEEL	FLANGE
4	2-1X	316 STAINLESS STEEL	TOP
5	26-8X	316 STAINLESS STEEL	BALL LEVER
6	2-12	316 STAINLESS STEEL	NUT
7	13-11AR	316 STAINLESS STEEL	BEARING PIN
8	13-7R	316 STAINLESS STEEL	LINK
9	13-11R	316 STAINLESS STEEL	BEARING PIN
10	18-7A	316 STAINLESS STEEL	COTTER PIN
11	26-6X	316 STAINLESS STEEL	VALVE LEVER
12	13-19C	316 STAINLESS STEEL	LIMIT STOP
13	13-4N	316 STAINLESS STEEL	PLUNGER
14	13-3N	316 STAINLESS STEEL	NUT
15	26-5-16S	316 STAINLESS STEEL	PRESSURE FULCRUM
16	26-15	316 STAINLESS STEEL	PRESSURE SEAT
17	27-5B	316 STAINLESS STEEL	LEVER FULCRUM
18	27-11S	316 STAINLESS STEEL	BEARING PIN
19	300-6	316 STAINLESS STEEL	CAP SCREW
20	29E-9	316 STAINLESS STEEL	FLOAT
21	2-5	316 STAINLESS STEEL	AIR/VAC SEAT
22	26-10X	316 STAINLESS STEEL	BALL FULCRUM
23	AS568A-107	316 STAINLESS STEEL	FULCRUM O-RING
24	27-29	316 STAINLESS STEEL	PLUG
25	AS568A-163	316 STAINLESS STEEL	FLANGE O-RING
26	26-17S	316 STAINLESS STEEL	SEAT CAGE
27	26-20	316 STAINLESS STEEL	NUT
28	13-12R	316 STAINLESS STEEL	BEARING PIN
29	X-DOT-8	316 STAINLESS STEEL	BLUE I.D. DOT
30	BLUE TAG	ALUMINUM	TAG

ORIFICE DATA	
DIAMETER	MAX. OPERATING PRESSURE
1/4	150 PSIG
3/16	200 PSIG

- NOTES:
1. STANDARD WORKING PRESSURE: 20-150
 2. FOR OPERATING PRESSURE BELOW 20 PSIG
 3. REPLACE PART NOS. 13 AND 21 WITH 13-4N1 AND 2-5L
 4. FOR OPERATING PRESSURE ABOVE 150 PSIG
 5. REPLACE PART NOS. 13 AND 21 WITH 13-4N1 AND 2-5H

REV	DESCRIPTION	DATE	APPROVED
1	REDRAWN	1-16-08	

DO NOT SCALE DRAWING			
DIMENSIONS ARE IN INCHES			
UNLESS OTHERWISE SPECIFIED:			
FINISHED LINEAR TOLERANCES: .0100			
UNFINISHED LINEAR TOLERANCES: .0100			
FINISHED ANGULAR TOLERANCES: .0100			
UNFINISHED ANGULAR TOLERANCES: .0100			
DESIGNED BY	DATE	SCALE	REV
BL	1-16-08	1:1	1

Crispin Valves

X SERIES 1" COMBINATION AIR

RELEASE VALVE (UNIVERSAL TYPE)

UX20

SHEET 1 OF 1

THE



Kiss Inline Backflushing Goodbye

**Ideal for chemical,
desalinization,
sewage,
and other
severe applications**



SERIES

Crispin



The Head Exchange System

The new Crispin X Series brings valve maintenance into the 21st century. All of the valve parts are stainless steel, making them impervious to rust. Instead of a bolted, flanged connection, the X series features a stainless circular clamp to secure the valve head to the body for the industry's tightest seal.

All valve internals are affixed to the head, which comes in three color-coded configurations—red for the Air & Vacuum valve; green for the Pressure Air Release valve; and blue for the Universal Combination valve. The packaging for each is also color-coded for convenient storage.

When backflushing is needed on an inline X Series valve, the spare head is put to immediate use, replacing the original valve head so that proper cleaning can take place off-site in a safer and more sanitary environment.

No Downtime. No Hassles.

With the X Series, all that stands between you and a clean valve is one wrench, two bolts and a clamp.

Available in Air & Vacuum, Pressure Air Release and Combination assemblies, the valve features our exclusive Head Exchange System, with its head-fixed stainless steel valve internals. To clean, simply loosen the head assembly, which is sealed in place by a sanitary stainless clamp fitting. Pull out the original head, which weighs less than 10lbs, and pop in a spare. Then clean the original internals at your leisure. Each of the valve heads are color-coded by type so that they are easily identifiable on the shelf, and during head exchange.

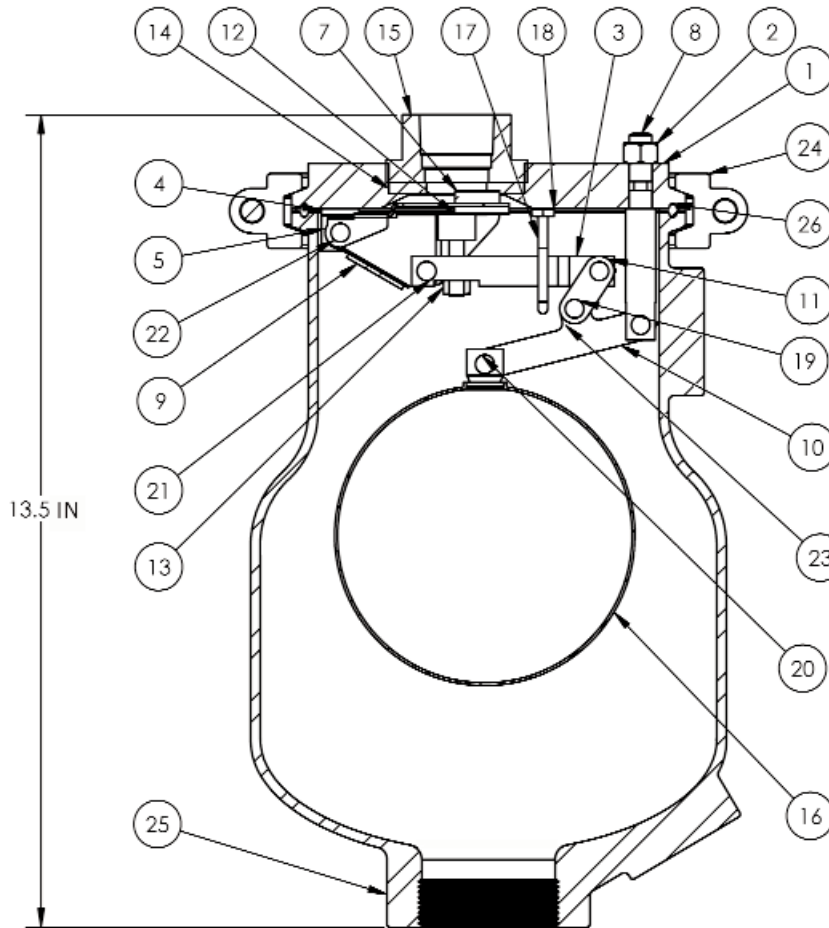
All of the valve heads fit the same practically indestructible 316 stainless steel body. One-third the weight of a standard cast iron body, it also features a polished interior that eliminates buildup, because debris has nothing to cling to. All Crispin valves are tested to the latest ANSI/AWWA C512 standards.



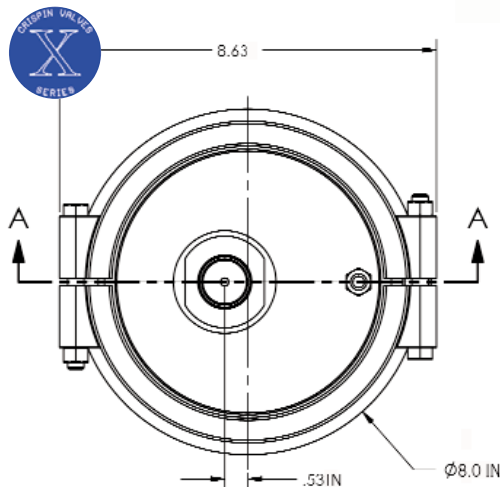
UNIVERSAL COMBINATION X SERIES: 2" X 1" (UX20)

ITEM #	PART	MATERIAL	QTY.
1	Cover Flange, 2" x 1" Universal	A276 Type 316 S.S.	1
2	Hex Nut	Type 316 S.S.	1
3	Valve Lever	A276 Type 316 S.S.	1
4	Lever Fulcrum	A240 Type 316 S.S.	2
5	Seat Cage	A240 Type 316 S.S.	1
6	SBHC Screw	Type 316 S.S.	2
7	Pressure Seat	A582 Type 316 S.S.	1
8	Ball Fulcrum	A276 Type 316 S.S.	1
9	Fulcrum	Type 316 S.S.	1
10	Ball Lever	A240 Type 316 S.S.	1
11	Link	A240 Type 316 S.S.	2
12	Valve Plunger	Buna-N Rubber/Type 316 S.S.	1
13	Hex Nut	Type 316 S.S.	1
14	Seat	Buna-N Rubber	1
15	Top	A276 Type 316 S.S.	1
16	Float	A240 Type 316 S.S.	1
17	Limit Stop	Type 316 S.S.	5
18	Hex Nut	Type 316 S.S.	1
19	Bearing Pin	A582 Type 316 S.S.	2
20	Bearing Pin	A582 Type 316 S.S.	2
21	Bearing Pin	A582 Type 316 S.S.	1
22	Bearing Pin	A582 Type 316 S.S.	1
23	Cotter Pin	A582 Type 316 S.S.	6
24	TC Ferrule Clamp	Type 316 S.S.	1
25	2" Valve Body	A351 CF8M, Type 316 S.S.	1
26	Gasket	Buna-N Rubber	1

No Downtime. No Hassles.



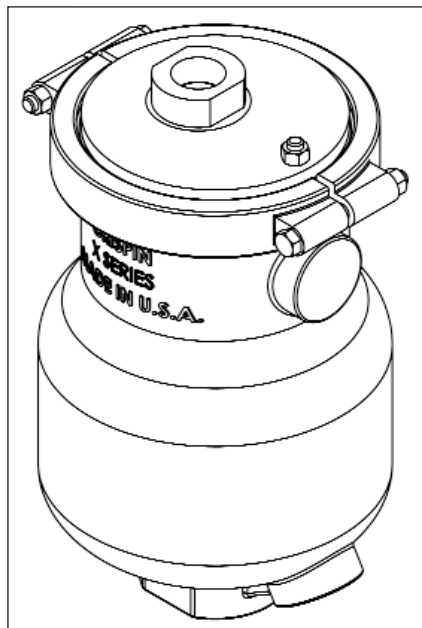
SECTION A-A



ORIFICE DATA

Orifice Diameter3/16"
Max. Working Pressure200 PSIG

1. Inlet Size: 2" NPT. Outlet Size: 1" NPT.
2. Weight: 28 lbs
3. Tested in accordance with latest revision of AWWA C512



*** An UX20-2 (2" x 2") design is also available. Please contact the factory for more information.**

Specification For UX Series

The following specification is for the Universal Combination Series. For Air & Vacuum and Pressure Air Release X Series valve specifications, contact the factory.

1. Combination air valves shall be heavy-duty "Universal" style single body units incorporating the functions of an air and vacuum valve with an air release valve in a single housing.

2. Combination air valves shall release accumulations of air at high points within a pipeline by exhausting large volumes of air as the pipeline is being filled, and then by releasing accumulated pockets of air while the pipeline is in operation and under pressure. Combination air valves shall also be designed to permit large volumes of air to enter the pipeline during pipeline drainage.

3. The valve body and cover flange shall be cast or fabricated 316 stainless steel and shall incorporate a "sanitary clamp" to attach the flange to the body at the outlet. Valves that use traditional bolting to attach the cover flange to the body are not acceptable. The flange clamp must be located at the outlet of the body for ease of cleaning and maintenance. Other clamping locations are not acceptable.

4. All non-sealing internal metal components shall be 316 s.s. No plastic, nylon, or fiberglass components will be acceptable.

5. The valve shall incorporate an Air Release orifice of 3/16" for use at 200 psig. No deviation from this orifice size will be allowed. This orifice will be located in the outlet of the valve and shall be drilled in a 316 s.s. orifice plate that seals against a Buna-N rubber seat. Valves with seals that flex or "roll" will not be acceptable.

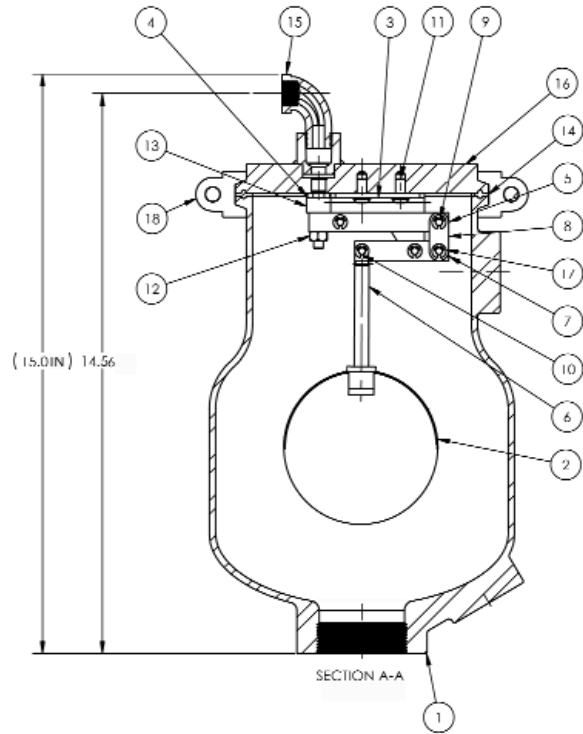
6. Unit may have a maximum height of 14 inches and a maximum weight of 28 lbs.

7. The valve shall be Crispin "X" Series, model #UX20 (2" x 1") or approved equal.

No Downtime. No Hassles.

PRESSURE AIR RELEASE X SERIES: 2" X 3/8" (PX20)

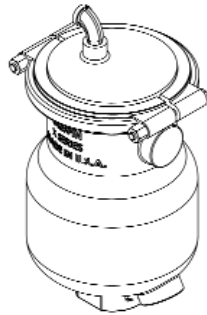
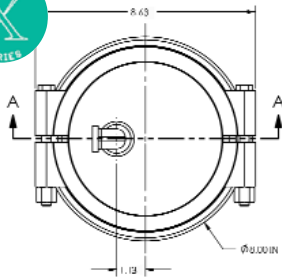
ITEM #	PART	MATERIAL	QTY.
1	2" Valve Body	A351 CF8M, Type 316 S.S.	1
2	Float	A240/A276 Type 316 S.S.	1
3	Fulcrum Assembly	A276/A240 Type 316 S.S.	1
4	Seat	A276 Type 316 S.S.	1
5	Valve Lever	A276 Type 316 S.S.	1
6	Float Rod	A276 Type 316 S.S.	1
7	Ball Lever	A276 Type 316 S.S.	1
8	Link	A240 Type 316 S.S.	2
9	Bearing Pin	A276 Type 316 S.S.	2
10	Bearing Pin	A276 Type 316 S.S.	1
11	SBHC Screw	Type 316 S.S.	2
12	0.25-20x0.5-HX-N	Type 316 S.S.	1
13	Hex Nut 0.25-28-D-N	Type 316 S.S.	1
14	Plunger	Buna-N Rubber/ Type 316 S.S.	1
15	Gasket	Buna-N Rubber	1
16	3/8 NPT Elbow	Type 316 S.S.	1
17	Cover Assembly	Type 316 S.S.	1
18	3/16 Retaining Clip	Type 316 S.S.	5
18	TC Ferrule Clamp	Type 316 S.S.	1



ORIFICE DATA

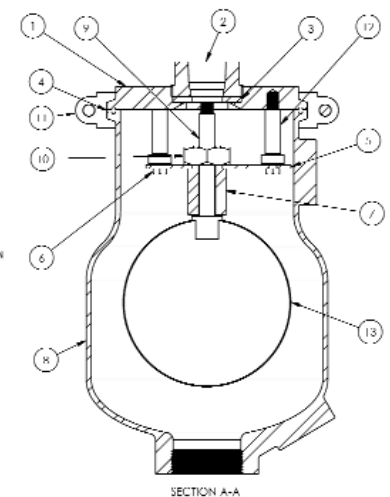
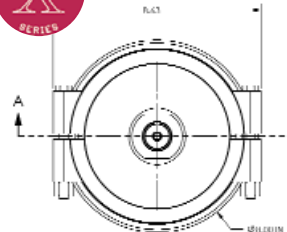
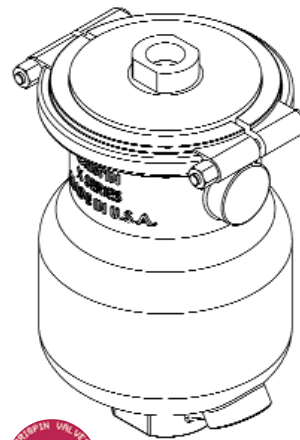
Orifice Diameter3/16"
Max. Working Pressure200 PSIG

1. Inlet Size: 2" NPT. Outlet Size: 3/8" NPT.
2. Weight: 29 lbs
3. Tested in accordance with latest revision of AWWA C512



AIR & VACUUM X SERIES: 2" X 1" (AX20)

ITEM #	PART	MATERIAL	QTY.
1	Flange	Type 316 S.S.	1
2	Top	A276 Type 316 S.S.	1
3	Seat	Buna-N-Rubber	1
4	Gasket	Buna-N-Rubber	1
5	Rod Guide Stand	A240 Type 316 S.S.	1
6	HHCS, 1/4-20 x .75	Type 316 S.S.	3
7	Float Rod Guide	A276 Type 316 S.S.	1
8	2" Valve Body	A351 CF8M Type 316 S.S.	1
9	Valve	Type 316 S.S.	1
10	Rod Guide Nut	A194 Type 316 S.S.	1
11	TC Ferrule Clamp	Type 316 S.S.	1
12	Stand Rod	Type 316 S.S.	3
13	Float	Type 316 S.S.	1



1. Inlet Size: 2" NPT. Outlet Size: 1" NPT
2. Weight: 30 lbs
3. Tested in accordance with latest revision of AWWA C512

* An AX20-2 (2" x 2") design is also available. Please contact the factory for more information.

Terms and Conditions

PAYMENT TERMS:	Net 30 days from date of invoice, with approved credit.
ALL PRICES:	F.O.B. Berwick, Pennsylvania and are exclusive of any taxes.
ORDERS:	Orders accepted by the factory may not be cancelled, or shipment deferred without advance written consent of the factory. These orders shall be subject to cancellation charges.
VALVE RETURNS:	Valves will only be accepted by the factory if the shipping label states a return authorization number issued by the factory. A restocking charge shall apply to all returns.
SPECIAL MATERIALS OF CONSTRUCTION:	For pricing and delivery information of valves to be manufactured of special material of construction, please consult the factory. Valves manufactured of special materials of construction cannot be returned nor the order cancelled.
EXPORTS:	Valves packaged for export shipment carry an additional min. charge of 5% of the list price.
DELIVERY:	All valves will be shipped as quickly as possible from the factory upon receipt of the customer's Purchase Order or, when possible, on the date specified by the customer. We will not be responsible for delays in shipping due to conditions beyond our control.
CLAIMS:	Any claims for shortage or damaged products must be made in writing within five (5) days after receipt of shipment.

Warranty

The manufacturer warrants the workmanship and materials to be free from defect for a period of one (1) year from the date of shipment from the factory. The manufacturer shall replace any parts deemed defective during the said time period, provided that the product has been properly applied and used for the purpose intended. The manufacturer must be notified of the alleged defect and provided with the proper data as to the application. The manufacturer at its discretion will repair or replace the product, F.O.B. factory.

The manufacturer shall not be liable to the buyer or others for any consequential or incidental damage. The unit shall not be disassembled in any way by the buyer, unless written permission and instruction is provided by the manufacturer—otherwise the warranty is void. The buyer agrees that the manufacturer shall not be liable for any loss, cost, expenses, or damages from the product, its uses, installation or replacement, instructions, labeling, technical data, description of the product, its uses or warnings or lack of any of the foregoing.

NO OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, SHALL APPLY.

These products are produced under the manufacturer's program for quality control for municipal water and waste water systems. Please consult the factory when using these valves on other system applications. These products are not manufactured, sold, or intended for personal family or household use.

Crispin/KFlo Company History

The year was 1905. Theodore Roosevelt was in the White House. Ty Cobb was in his rookie season. Young Albert Einstein was working on something called "The Theory of Relativity." A little town called Las Vegas was officially chartered, and in Berwick, Pennsylvania, a young man named Clarence Crispin gambled that a product he called the "Crispin Air Valve" could revolutionize the fledgling waterworks industry.

Fresh from the Engineering School at Cornell University, Clarence wanted to find a way to boost output at the family-owned Berwick Water Company. In order to eliminate the pervasive problem of pipe collapse, he designed a valve that could release air from a water line while water was running through it, all without leaks or breaks in the water's flow. He then set about building his patented "air valve," starting a foundry and fabrication business called the Multiplex Manufacturing Co.

In just a few years, Crispin Air Valves were solving vacuum problems on the Panama Canal, and more than 100 years later, they can be found in nearly every country on earth.

With a strong base in the municipal water industries, our products are also used extensively by industrial, mining, chemical, energy and processing companies. Our customers include some of the world's top corporations--from Philips Petroleum, Walt Disney Co. and Anheuser-Busch to Bechtel, International Paper, Black & Veatch and more.

Our municipal client index includes customers of every size, from major metropolitan areas to small town water systems. Among them are the cities of Denver, Los Angeles, Tampa, New York, Dallas and thousands of others.

We look forward to putting more than a century of experience to work on your next valve project.



Bid Proposal for CRISPIN VLVES

CUSTOMER	VILLA RICA CITY WTR DEPT VILLA RICA CITY WATER DEPT 106 TEMPLE STREET VILLA RICA, GA 30180	Job CRISPIN VLVES Bid Date: 08/27/2020 Bid #: 1467866
	Sales Representative Shari Craine (T) 770-423-0583 (F) 770-425-8897 Shari.Craine@coreandmain.com	Core & Main 2111 Moon Station Dr Kennesaw, GA 30144 (T) 770-423-0583
CONTACT		
NOTES		



Bid Proposal for CRISPIN VLVES

VILLA RICA CITY WTR DEPT

Bid Date: 08/27/2020

Core & Main 1467866

Core & Main

2111 Moon Station Dr

Kennesaw, GA 30144

Phone: 770-423-0583

Fax: 770-425-8897

Seq#	Qty	Description	Units	Price	Ext Price
10	24	CRISPIN UX20L 2X1 SEWAGE	EA	1,605.00	38,520.00
		SINGLE BODY COMBO AIR VALVE			
				Sub Total	38,520.00
				Tax	0.00
				Total	38,520.00

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



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: P209674R2

Date: 27-Aug-20

To

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

Quote To

Pete Zorbanos
 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: Air Release Valves PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
24	Line: 001 Part: UX20-L Crispin X Series Air Valve 2" NPT Inlet x 1" NPT Outlet Sewage Single Body Combination Air Valve Low Pressure Seat for 2 - 40 psig Service Cast Stainless Steel Body 316 SST Floats & Linkage Buna N Seat and/or Seat Button price for qty. 24. If a smaller quantity is purchased, price will be higher.	Expiration Date: 26-Sep-20 Rev:	\$2,136.00	\$51,264.00
177	Line: 002 Part: SHIPPING & HANDLING CHARGES Freight on Inbound Materials In Bound Standard Ground Shipping Charges	Expiration Date: 26-Sep-20 Rev:	\$1.00	\$177.00
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. 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. 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.	Total:	\$51,441.00	

CONSOLIDATED PIPE AND SUPPLY CO., INC.
CUSTOMER QUOTE

194 Hurricane Shoals Rd.
Lawrenceville GA 30046

Quote Nbr: 261358 000
Quote Date: 8/27/2020

Page 1

0022 - PAUL ROOT
Phone 770-822-9664
Fax 770-822-9323
Toll Free 800-844-9585

Job: 2" CRISPIN VALVES

Bid Date: 8/27/2020

260167 - VILLA RICA CITY OF
571 W BANKHEAD HWY
VILLA RICA GA 30180

Good Until: 9/27/2020
To: PETE
Email: Pzorbanos@villarica.org

Line	Qty	Item	Size/Wall/Description	Price	Extended Price
1	24.0		2" #UX20-L CRISPIN AIR VALVE 316 BODY	1,572.00 EA	37,728.00

Total:

37,728.00

10 IN STOCK BALANCE 10-12 WEEKS

Shipment: FOB Destination, Freight prepaid and Allowed
PRICES VALID FOR 60 DAYS

ITEM QUOTED WITHOUT SPEC AND DETAIL PRICES ARE SUBJECT TO
CHANGE IF DIFFERENT FEATURES ARE REQUIRED



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Replacement of #2 pump at Ashley Place Lift Station

AGENDA DATE: September 8, 2020

DATE PREPARED: August 27, 2020

PREPARED BY: Pete Zorbanos

AMOUNT: \$ 11,880.00

GL ACCOUNT #: 505-4330-541200

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To replace the aging #2 submersible pump at the Ashley Place Lift Station.

BACKGROUND: The existing #2 pump is still operational but it has reached the end of its useful life. Due to the condition and age of the pump, it was decided to replace it since it can not keep up with the flow condition at the station.

STAFF RECOMMENDATION Staff recommends the replacement of the #2 pump by Goforth Williamson, Inc. in the amount of \$11,880.00.

IMPACT. It is essential to have this pump operational to maintain flow. Also, it is critical for redundancy.

MOTION: I make a motion to approve the replacement of the #2 pump at the Ashley Place Lift Station by Goforth Williamson, Inc. in the amount of \$11,880.00



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: P215154

Date: 27-Aug-20

To

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

Quote To

Pete Zorbanos
 City of Villa Rica
 Barber WWTP
 185 Barber Industrial Court
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Ph: 678-840-1405

Terms		Ship Via		Salesperson
Net 30 Days		Best Way		JGBOS
Quantity	Description	Unit Price	Amount	
	Reference: Ashley Place LS PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
1	Line: 001 Part: 99193118 SEV.30.A30.200.2.52H.C.EX.61R Grundfos SEV.30.A30.200.2.52H.C.N.61R Submersible Solids Handling Pump 3" Horizontal Flanged Discharge / 3-1/8" solids Cast Iron Super Vortex Impeller 20 hp 3564 rpm 230/460 v 3 h Explosion Proof Motor w/ Cooling Jacket Moisture Sensor / Motor Thermal Switch 49 ft Long Cord ea	Expiration Date: 26-Sep-20 Rev:	\$9,051.00	\$9,051.00
1	Line: 002 Part: POF-0600 6" Pull Out Flange Conery 6" 125# Horizontal Pull Out Flange ea	Expiration Date: 26-Sep-20 Rev:	\$579.00	\$579.00
1	Line: 003 Part: CHAIN KIT Includes: 1x 25' 3/8" SS chain w/ 1/2" SS shackles ea	Expiration Date: 26-Sep-20 Rev:	\$350.00	\$350.00



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 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: P215154

Date: 27-Aug-20

To

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

Quote To

Pete Zorbanos
 City of Villa Rica
 Barber WWTP
 185 Barber Industrial Court
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Ph: 678-840-1405

Terms		Ship Via		Salesperson
Net 30 Days		Best Way		JGBOS
Quantity	Description	Unit Price	Amount	
1	Line: 004 Part: GRUNDFOS 20HP PUMP INSTALL Villa Rica Ashley Place LS Retrofit to include: - De-terminating and disconnection of existing pump - Removal of existing pump - Wiring new Grundfos pump to panel - Check Grundfos pump rotation - Install Grundfos pump into wetwell - Perform draw down test on new pump - Making station production ready - Check out with customer upon verification of operation - Cleaning of work area *Pumps must be able to be taken out of service during work to be performed and main power feed ahead of control panel must be electrically disconnected. *Extra costs may be incurred if conduit entry is cemented or permanently sealed inhibiting the scope of work. 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.	\$1,650.00	\$1,650.00	
1	Line: 005 Part: SHIPPING & HANDLING CHARGES Shipping & Handling Charges In Bound Standard Ground Shipping Charges	\$250.00	\$250.00	
	PLEASE NOTE: 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first	Total:	\$11,880.00	



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: P215154

Date: 27-Aug-20

To

Villa Rica, City of
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Quote To

Pete Zorbanos
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 185 Barber Industrial Court
 Villa Rica, GA 30180
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Ph: 770-459-7000

Ph: 678-840-1405

Terms		Ship Via		Salesperson
Net 30 Days		Best Way		JGBOS
Quantity	Description	Unit Price	Amount	
	location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. 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. 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.			

PROJECT: _____	UNIT TAG: _____	QUANTITY: _____
REPRESENTATIVE: _____	TYPE OF SERVICE: _____	DATE: _____
ENGINEER: _____	SUBMITTED BY: _____	DATE: _____
CONTRACTOR: _____	APPROVED BY: _____	DATE: _____
	ORDER NO.: _____	DATE: _____

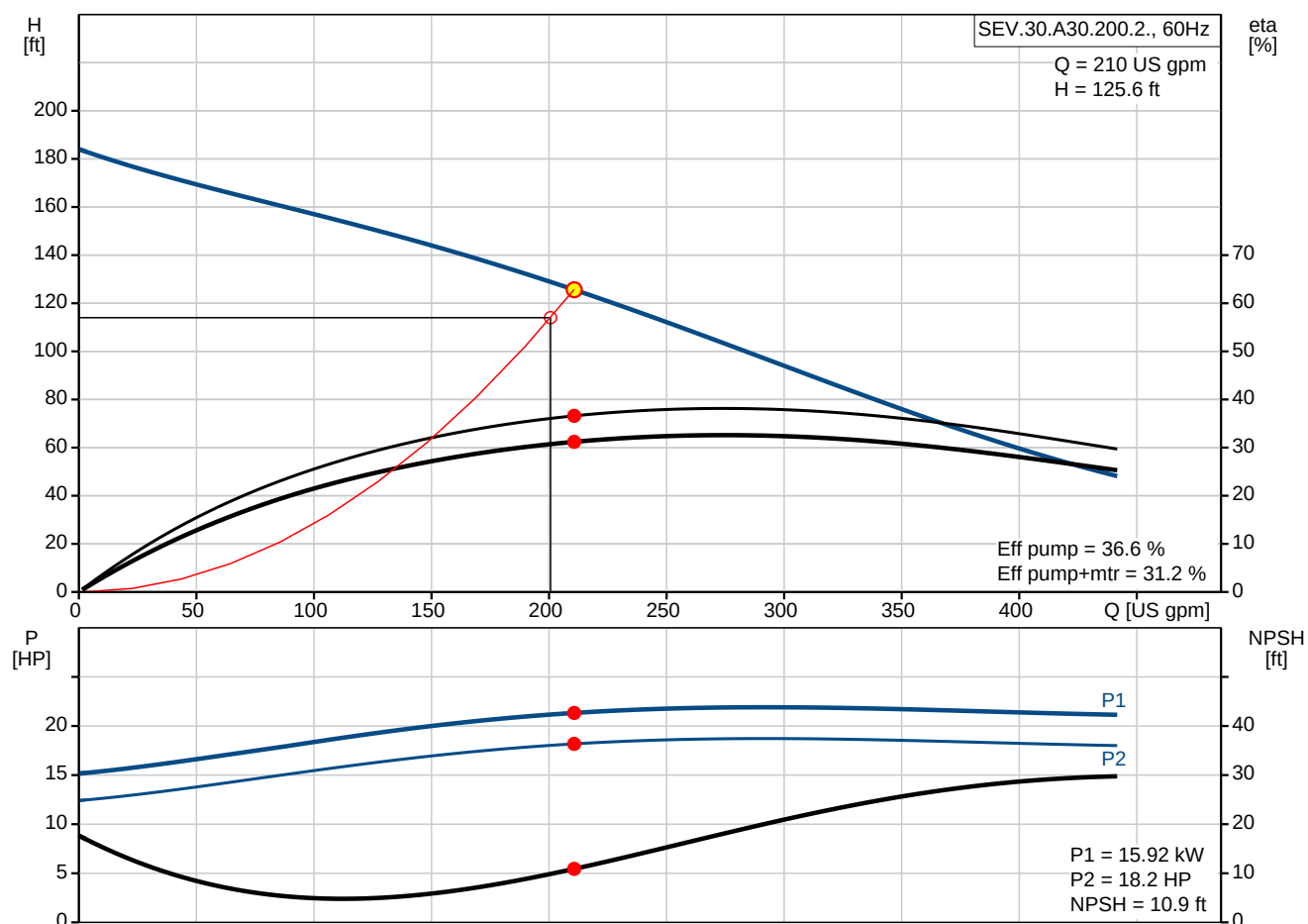


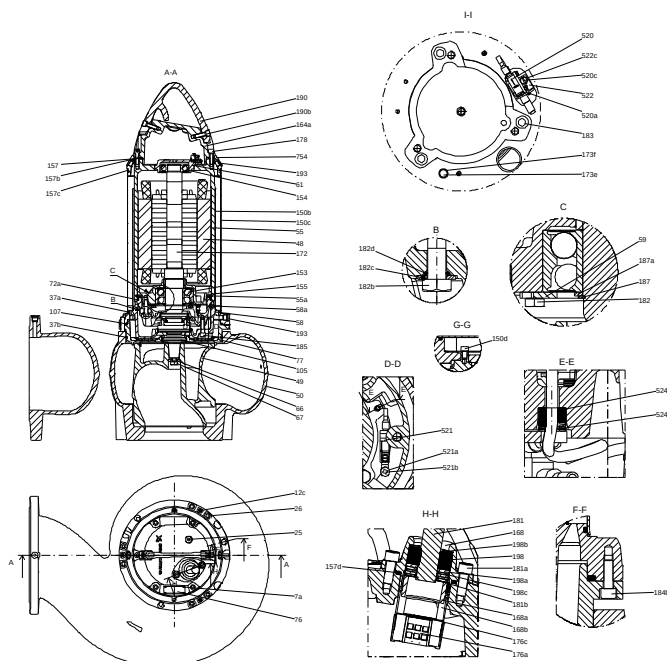
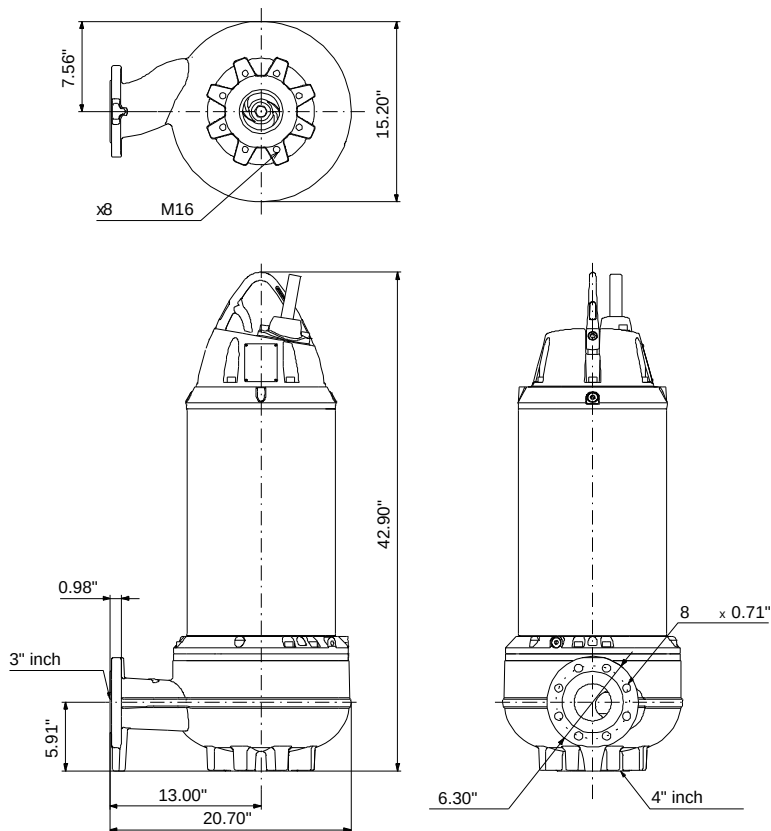
SEV.30.A30.200.2.52H.C.EX.61R

Sewage pumps

Product photo could vary from the actual product

Conditions of Service		Pump Data		Motor Data	
Flow:	210 US gpm	Liquid temperature range:	32 .. 104 °F	Rated voltage:	230/460 V
Head:	125.6 ft	Maximum ambient temperature:	104 °F	Main frequency:	60 Hz
Efficiency:	31.2 %	Flange standard:	ANSI	Number of poles:	2
Liquid:	any viscous fluid	Product number:	99193118	Enclosure class:	IP68
Temperature:	_____			Insulation class:	H
NPSH required:	10.9 ft			Motor protection:	KLIXON
Viscosity:	_____			Motor_efficiency:	86 %
Specific Gravity:	1.000				





Materials:

Pump housing: Cast iron
EN 1561 EN-GJL-250
ASTM A48 35B

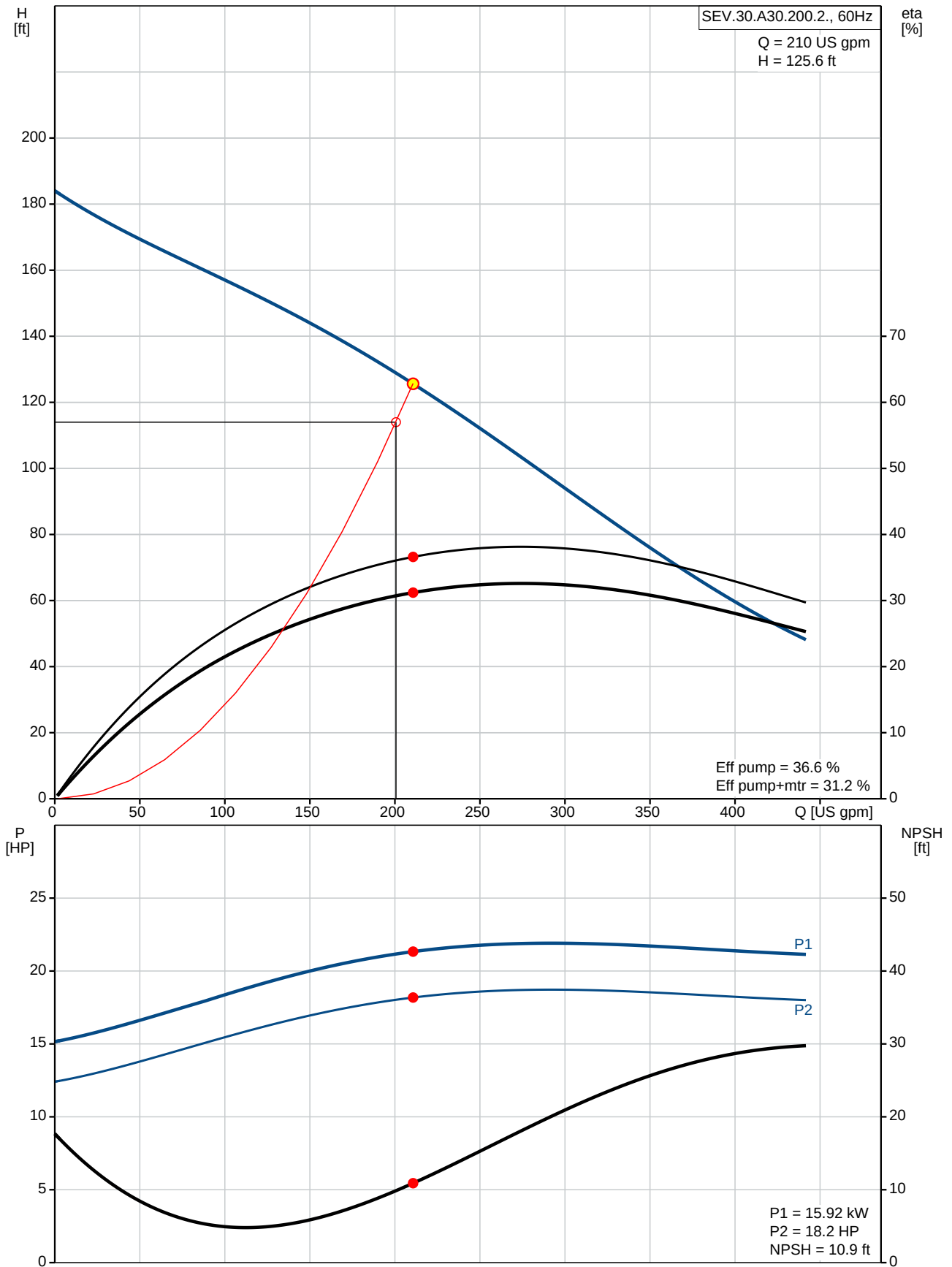
Impeller: Cast iron
EN 1563 EN-GJS-500-7
ASTM A536 70-50-05

Motor: Cast iron
EN 1561 EN-GJL-250
ASTM A48 35B

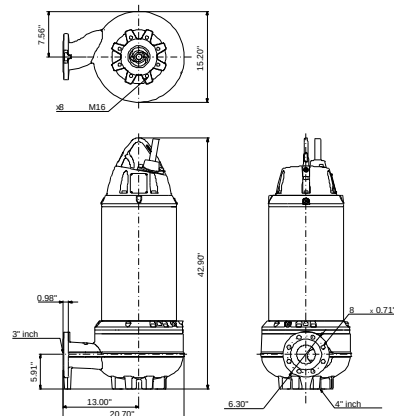
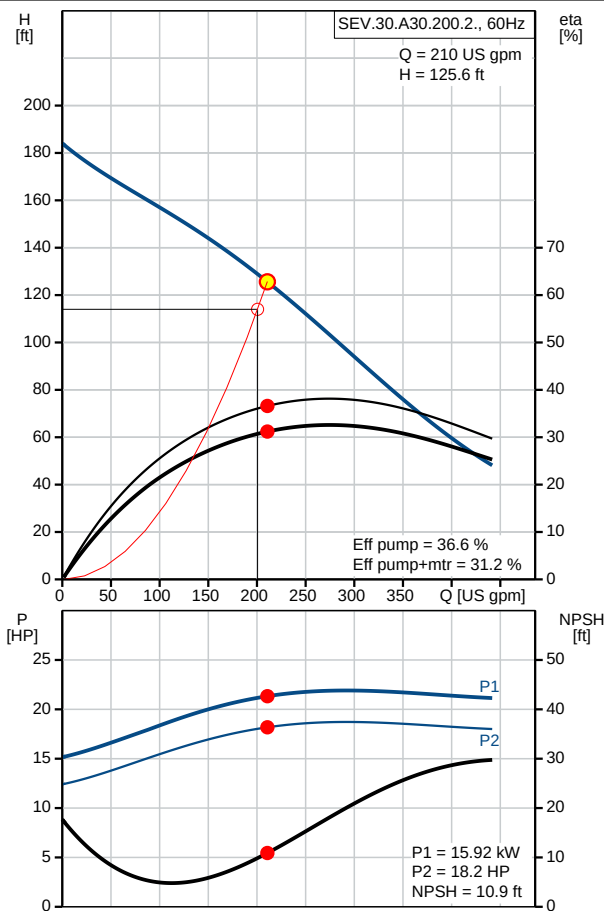
Count	Description																				
1	SEV.30.A30.200.2.52H.C.EX.61R  Product photo could vary from the actual product Product No.: 99193118 The SEV/SLV pumps, 9 - 30 kW, are a range of free-flow impeller pumps specifically designed for pumping sewage and wastewater in a wide range of municipal and industrial applications. The SEV/SLV pump has a SuperVortex impeller with 3 1/8 in free passage and is designed for applications such as: • wastewater treatment plants • municipal pumping stations • public buildings • blocks of apartments • industries • garages • underground car parks • car wash areas • restaurants and hotels. The pumps are suitable for both temporary and permanent installation. The lifting bracket fitted on the pumps facilitates easy transportation to as well as installation at the installation site. The pumps are made of resistant materials, such as cast iron and stainless steel. These materials ensure proper operation. The pump is very service friendly with features like double shaft seal in the unique cartridge design and cable entry connector. The cartridge shaft seal allows change of shaft seal very quickly in the field without any special tools whereas the cable entry connector allows the cable to be dismantled without removing the motor top. These smartdesing features eliminates the risk of faulty installation. The pummp comes with a high efficient Grundfos Blueflux motor. The SLV version is for submersible installation either free-standing or on an auto-coupling system whereas the SEV pump can be used for dry-installation as either free-standing, on autocoupling or vertically/horizontally installed on baseplate. Controls: <table> <tr> <td>Moisture sensor:</td><td>with moisture sensors</td></tr> <tr> <td>Water-in-air sensor:</td><td>N</td></tr> </table> Liquid: <table> <tr> <td>Pumped liquid:</td><td>any viscous fluid</td></tr> <tr> <td>Liquid temperature range:</td><td>32 .. 104 °F</td></tr> <tr> <td>Density:</td><td>62.29 lb/ft³</td></tr> </table> Technical: <table> <tr> <td>Actual calculated flow:</td><td>210 US gpm</td></tr> <tr> <td>Resulting head of the pump:</td><td>125.6 ft</td></tr> <tr> <td>Type of impeller:</td><td>Super Vortex</td></tr> <tr> <td>Maximum particle size:</td><td>3 1/8 in</td></tr> <tr> <td>Primary shaft seal:</td><td>SIC-SIC</td></tr> </table>	Moisture sensor:	with moisture sensors	Water-in-air sensor:	N	Pumped liquid:	any viscous fluid	Liquid temperature range:	32 .. 104 °F	Density:	62.29 lb/ft³	Actual calculated flow:	210 US gpm	Resulting head of the pump:	125.6 ft	Type of impeller:	Super Vortex	Maximum particle size:	3 1/8 in	Primary shaft seal:	SIC-SIC
Moisture sensor:	with moisture sensors																				
Water-in-air sensor:	N																				
Pumped liquid:	any viscous fluid																				
Liquid temperature range:	32 .. 104 °F																				
Density:	62.29 lb/ft³																				
Actual calculated flow:	210 US gpm																				
Resulting head of the pump:	125.6 ft																				
Type of impeller:	Super Vortex																				
Maximum particle size:	3 1/8 in																				
Primary shaft seal:	SIC-SIC																				

Count	Description
	Secondary shaft seal: SIC-CARBON Curve tolerance: ANSI/HI11.6:2012 3B Materials: Pump housing: Cast iron EN 1561 EN-GJL-250 ASTM A48 35B Impeller: Cast iron EN 1563 EN-GJS-500-7 ASTM A536 70-50-05 Motor: Cast iron EN 1561 EN-GJL-250 ASTM A48 35B Installation: Maximum ambient temperature: 104 °F Flange standard: ANSI Pump inlet: 4 inch Pump outlet: 3 inch Pressure stage: PN 10 Maximum installation depth: 65.6 ft Auto-coupling: 97626239 Inst vertical: 96845469 Base stand: 97632229 Frame range: 52 Electrical data: Power input - P1: 17.5 kW Rated power - P2: 20 HP Main frequency: 60 Hz Rated voltage: 3 x 230/460 V Voltage tolerance: +10/-10 % Max starts per. hour: 20 Rated current: 51/26 A Maximum current consumption: 51 A Starting current: 308/213 A Rated current at no load: 12.3 A Rated speed: 3564 rpm Motor efficiency at full load: 86 % Motor efficiency at 3/4 load: 84 % Motor efficiency at 1/2 load: 80 % Number of poles: 2 Start. method: direct-on-line Enclosure class (IEC 34-5): IP68 Insulation class (IEC 85): H Explosion proof: yes Length of cable: 49.2 ft Cable type: S1BN8-F Winding resistance: 0.200 Ohm Cos phi 1/1: 0.86 Cos phi 1/2: 0.75 Cos phi 3/4: 0.83 Others: Net weight: 697 lb Country of origin: US

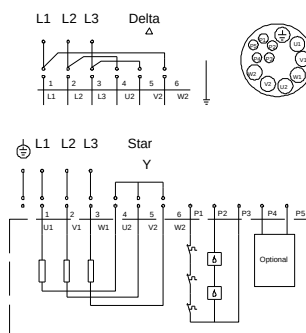
99193118 SEV.30.A30.200.2.52H.C.EX.61R 60 Hz



Description	Value
General information:	
Product name:	SEV.30.A30.200.2.52H.C.EX.61 R
Product No.:	99193118
EAN:	5712608442612
	5712608442612
Technical:	
Actual calculated flow:	210 US gpm
Max flow:	445 US gpm
Resulting head of the pump:	125.6 ft
Head max:	154.2 ft
Type of impeller:	Super Vortex
Maximum particle size:	3 1/8 in
Primary shaft seal:	SIC-SIC
Secondary shaft seal:	SIC-CARBON
Curve tolerance:	ANSI/HI11.6:2012 3B
Cooling jacket:	with cooling jacket
Materials:	
Pump housing:	Cast iron
	EN 1561 EN-GJL-250
	ASTM A48 35B
Impeller:	Cast iron
	EN 1563 EN-GJS-500-7
	ASTM A536 70-50-05
Motor:	Cast iron
	EN 1561 EN-GJL-250
	ASTM A48 35B
Installation:	
Maximum ambient temperature:	104 °F
Flange standard:	ANSI
Pump inlet:	4 inch
Pump outlet:	3 inch
Pressure stage:	PN 10
Maximum installation depth:	65.6 ft
Installation:	C
Inst dry/wet:	D/S
Installation:	vertical
Auto-coupling:	97626239
Inst vertical:	96845469
Base stand:	97632229
Frame range:	52
Liquid:	
Pumped liquid:	any viscous fluid
Liquid temperature range:	32 .. 104 °F
Density:	62.29 lb/ft³
Electrical data:	
Power input - P1:	17.5 kW
Rated power - P2:	20 HP
Main frequency:	60 Hz
Rated voltage:	3 x 230/460 V
Voltage tolerance:	+10/-10 %
Max starts per. hour:	20
Rated current:	51/26 A
Maximum current consumption:	51 A
Starting current:	308/213 A
Rated current at no load:	12.3 A
Rated speed:	3564 rpm
Motor efficiency at full load:	86 %



Wiring diagram: 12-wire cable





Company name:

Created by:

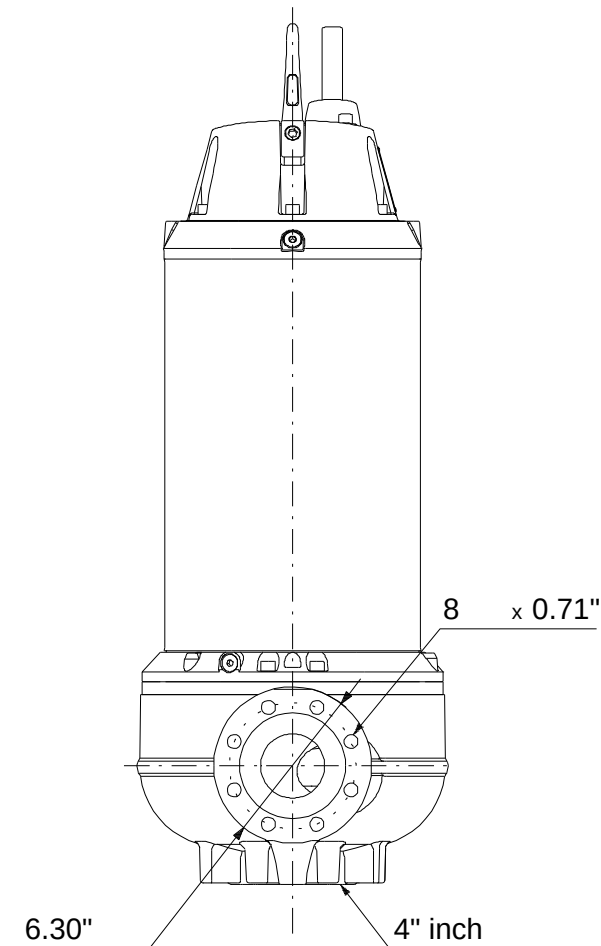
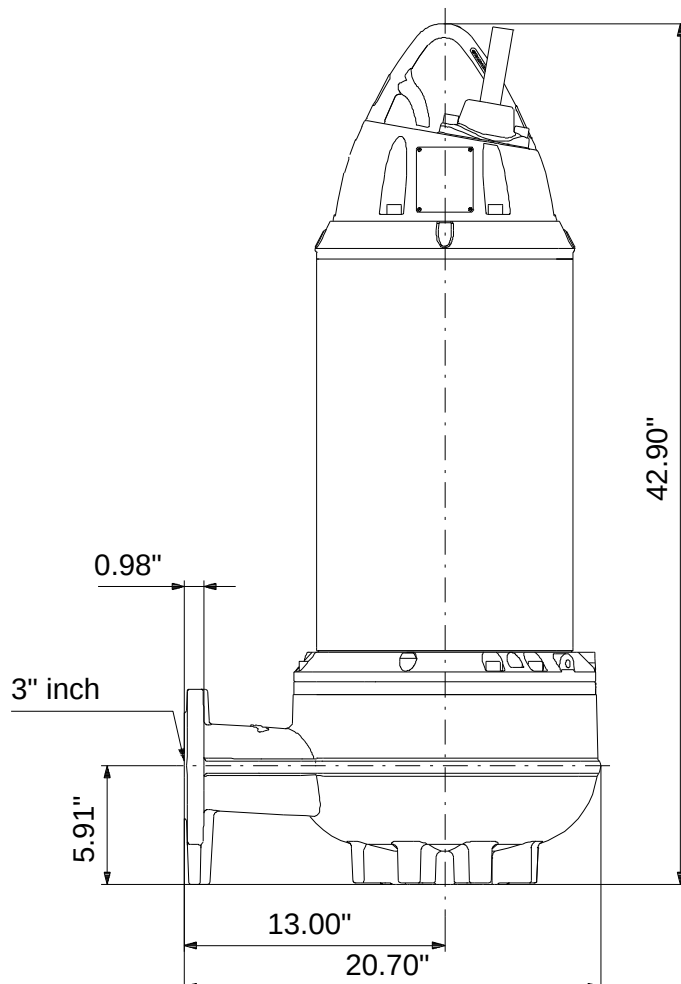
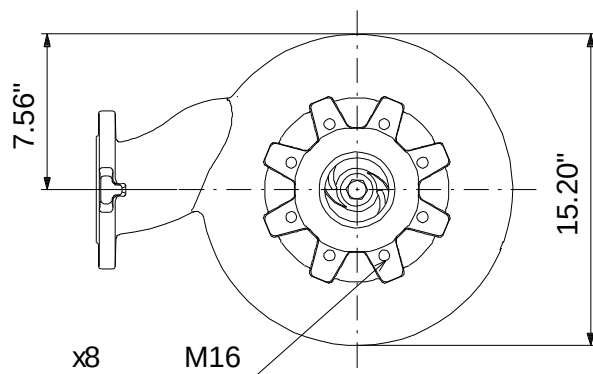
Phone:

Date:

10/11/2019

Description	Value
Motor efficiency at 3/4 load:	84 %
Motor efficiency at 1/2 load:	80 %
Number of poles:	2
Start. method:	direct-on-line
Enclosure class (IEC 34-5):	IP68
Insulation class (IEC 85):	H
Explosion proof:	yes
Motor protection:	KLIXON
Length of cable:	49.2 ft
Cable type:	S1BN8-F
Cable size:	7X6 + 5X1,5
Cable resistance:	3.30 mOhm/m
Winding resistance:	0.200 Ohm
Cos phi 1/1:	0.86
Cos phi 1/2:	0.75
Cos phi 3/4:	0.83
Controls:	
Moisture sensor:	with moisture sensors
Water-in-air sensor:	N
Others:	
Net weight:	697 lb
Sales region:	Namreg
Country of origin:	US

99193118 SEV.30.A30.200.2.52H.C.EX.61R 60 Hz

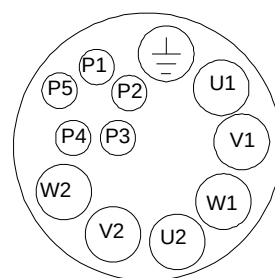
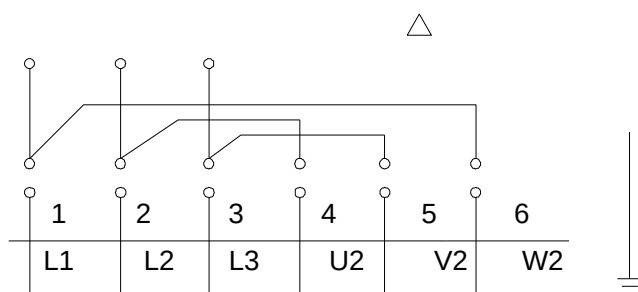


Note! All units are in [in] unless otherwise stated.
Disclaimer: This simplified dimensional drawing does not show all details.

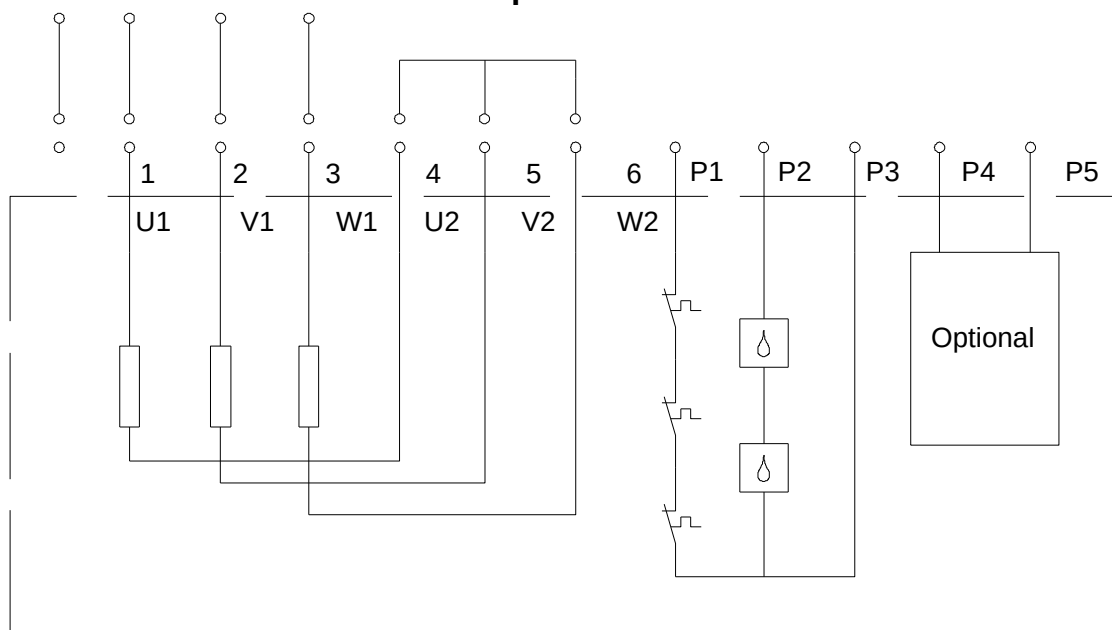
99193118 SEV.30.A30.200.2.52H.C.EX.61R 60 Hz

Wiring diagram. 12-wire cable

L1 L2 L3 Delta



L1 L2 L3 Star Y





Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Complete Trojan Ultraviolet Disinfection Parts Replacement Kit

AGENDA DATE: September 8, 2020

DATE PREPARED: August 27, 2020

PREPARED BY: Pete Zorbanos

AMOUNT: \$ 42,264.00

GL ACCOUNT #: 505-4420-522220

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To purchase a complete Trojan Ultraviolet Disinfection parts replacement kit.

BACKGROUND: The Trojan UV system needs to be refitted with new parts to maintain its efficiency.

STAFF RECOMMENDATION Staff recommends the purchase of a complete set of replacement parts for the Trojan UV system from Templeton and Associates in the amount of \$ 42,264.00.

IMPACT. The Trojan Ultraviolet Disinfection system is a sophisticated system that utilizes ultraviolet light to disinfect the wastewater effluent. The newer technology replaces chlorine as a disinfectant having less impact on the environment. It is essential for maintaining regulatory compliance.

MOTION: I make a motion to approve the purchase of a complete set of replacement parts for the Trojan Ultraviolet Disinfection system from Templeton and Associates in the amount of \$42,264.00.

TEMPLETON and ASSOCIATES
Engineering Sales, Inc
4324 Brogdon Exchange
Suwanee, GA 30024

QUOTATION

DATE	ESTIMATE NO.
8/19/2020	10879

NAME / ADDRESS
City of Villa Rica 571 West Bankhead Hwy. Villa Rica, GA 30180

TERMS	Freight	PROJECT
Net 30 days	FACTORY	Trojan

ITEM	DESCRIPTION	QTY	COST	TOTAL
794447-ORD	UV3000 plus lamps	64	377.00	24,128.00
316136-004	UV3000 Plus Sleeves (4-Pack)	16	503.00	8,048.00
917341-100	UV3000 Plus Ballast	8	918.00	7,344.00
327122	Wiper seal kits	64	36.00	2,304.00
327094	Acti-clean sprayer	1	181.00	181.00
901507	Acti-Clean gel solution (per case/4 per case)	1	201.00	201.00
013413	Vent Plug with Dipstick	1	58.00	58.00
Ryan Neilan			TOTAL	\$42,264.00
			(7.0%)	\$0.00

770-614-8550 Phone
770-614-5992 Fax



CITY OF VILLA RICA

City Council Packet

SUBJECT: AV System for Civic Center
AGENDA DATE: 8/11/2020

DATE PREPARED: 8/27/2020
PREPARED BY: Jim Chambers

AMOUNT: \$25,095.00
GL ACCOUNT #: 320-6120-541300
FUNDING SOURCE: 2008 Carroll County SPLOST
BUDGETED ITEM? Yes

PURPOSE: Replace current AV system at Civic Center which is limited in functionality.

BACKGROUND: The current system is outdated and does not always function properly. We have 3 quotes Distex = \$31,373.20 | CEI = \$29,419.54 | Relyco = \$25,095.00

STAFF RECOMMENDATION: I recommend we allow Relyco to install an updated Audio Video system at the Civic Center in V-Plex for \$25,095.

IMPACT: This will update our Civic Center to be better suited to host events in the future.

MOTION: I make the motion to approve Relyco to replace our AV system for \$25,090.00.



PO BOX 958
Bremen, GA 30110
(770) 537-4821

JULY 29, 2020

TO: CITY OF VILLA RICA

SUBJECT: AV SYSTEM FOR CIVIC CENTER

ITEM / DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
DaLite Cosmopolitan Electrol screen 78x139 viewing area, 16:9 format, Matte white surface with built in Low voltage control	1	\$ 1,839.00	\$ 1,839.00
NEC laser projector NP-P605UL 6000 lumen, WUXGA	1	4,195.00	4,195.00
Chief projector mounting system	1	459.00	459.00
Crestron DMPS3-4K-150-C switcher Controller	1	3,795.00	3,795.00
DM-TX-4KZ-100-C-1G-B-T HDMI input Plate	1	795.00	795.00
DM-RMC-4KZ-100-C receiver room box	1	739.00	739.00
TSW-760-NC-B-S 7" touch screen	1	1,099.00	1,099.00
CEN-SW-POE-5	1	359.00	359.00
AM-200 air media wireless video	1	1,399.00	1,399.00
Denon DN-500BD-MKII blu-ray player	1	499.00	499.00
Symetrix Solus NX8x8 audio DSP	1	2,059.00	2,059.00
QSC CX602V amp	1	2,125.00	2,125.00

Crestron Saros IC6T-W-T ceiling speakers (8) for main area (2) for stage	10	195.00	1,950.00
RDL D-XLR3F-B XLR mic jack	1	32.95	32.95
Shure SLX handheld system with SM58	2	699.00	1,398.00
Shure SLX lapel systems with WL185	2	759.00	1,518.00
UA221 combiners	2	150.00	300.00
Lowell LPR-2122FV rack	1	1,099.00	1,099.00
Furman M-8S power sequencer	1	269.00	269.00
2RU drawer	1	179.00	179.00
Ace full stage pocket floor box	1	349.00	349.00
PNL-1227	1	50.95	50.95
Denon DN-300BR	1	229.00	229.00
Crestron 8G cable	150ft	.86ft	129.00
Mic cable	80ft	.26ft	20.80
16GA speaker cable	175ft	.44ft	77.00
Cat5 cable	50ft	.29ft	14.50
Total materials and equipment			\$26,978.20
Crestron programming			2,400.00
Labor to install, train and 1 year service warranty			1,995.00
Total installed amount			\$31,373.20

Relyco Security Resources-QUOTATION

Date: 08/24/20

Project Name: Villa Rica V-plex

Re: Pole Camera

Relyco Security

807 Collinsworth Road

Palmetto, Ga. 30268

Attn. Jim Chambers

JOB #082401

- C4-EA1-V2-SR Control4® Entertainment Bundle V2
- EPISODE® 70V MIXER-AMPLIFIER - Perfect for light commercial applications, these Episode® 70V Mixer-Amplifier include all the features needed for background music and paging. They feature eight inputs for microphone and stereo hookups, an integrated mixer that provides expert blending, XLR microphone inputs with independent priority modes that enable audio "ducking," and a powerful amplifier.
- 4x4 AV Matrix 4x2 Matrix Switcher for Video
For Distributing Independent Video to 2 Separate Projectors, Miscellaneous Digital to Analog Converter WB-200-IPCE-3-Watt Box™ IP+ Controllable 3 Outlet (2 Controlled) Compact Power Conditioner with Auto Reboot
- Roku Ultra | Streaming Media Player 4K/HD/HDR with Premium Headphones
- UHF Wireless Microphone System Headset Mic/Stand Mic/Lavalier Lapel Mic with Rechargeable Bodypack Transmitter & Receiver 1/4" Output for iPhone, PA Speaker, DSLR Camera, Recording, Teaching
- Balanced / Unbalanced Line Level Converter
- Cable & Adaptor Allowance - Cables Needed to Connect Video & Audio within Cabinet,
- HDMI/LAN/RCA
- (2) 120" Silver Ticket SME-169150 Electric Screens
- (2) NEC NP-PE455WL 4500 Lumen Laser Projector
- (2) Projector Bracket
- (12) JBL Commercial Series Ceiling Speaker
- (2) HDMI over Cat5 Adapters
- Box of 16/2
- Install Equipment into Rack, Configure, Calibrate image & Sound - Program Control4
- Install speakers, projectors, electric screens, cabling, rack enclosure

Total cost \$25,095

Conditions and Exclusions:

Parts have a 1-year warranty

Thank you,
Josh Brown

I accept above proposal and wish to proceed with installation of above system.

Signature of customer: _____ Date: _____

PROPOSAL

V-Plex A/V Upgrade

City of Villa Rica

Accounts Payable
571 W. Bankhead Highway
Villa Rica, GA 30180
470-261-0947

CEI010818



Presented By:

Communications & Entertainment Inc. - CEI

1820 Briarwood Ind. Ct. N.E.
Atlanta, GA 30329 United States
404-248-9991
<http://www.ceiav.com/>



PROJECT SCOPE

The Villa Rica V-Plex is a multi functional facility with an outdated existing projector/screen and audio system. We will replace the existing projector that currently displays on the wall with a new ceiling mounted 6,000 lumens commercial grade WUXGA laser projector and wall mounted 164" tensioned motorized screen. Laser projectors are designed to run approximately 20,000 hours before needing a light engine change and are a better long term option versus lamp based units. Sources for the projector will be an HDMI input at a column near the screen, a commercial grade bluray player with SD and USB inputs for multi source capability, and a wireless presentation device that will allow any users to wirelessly present content from iPhones, iPads, Android device, and laptops. The video switching and distribution will be 4K capable to provide the best long term flexibility.

We will replace the existing audio system. We will install new wiring for all speakers and install twelve 6" two way flush ceiling speakers. We will add a new digital signal audio processor for controlling and mixing audio and a new 200 watt amplifier. Audio sources will be all of the video sources plus two handheld wireless mics, one lavalier wireless mic, and a mini stereo input at the rack. We will include a wireless mic antenna distribution system to ensure that the wireless mics will work anywhere in the room. With this new system you will have the capability to mix any or all of the mics and the mini stereo input with whatever video source is selected. All head end equipment will be housed in a wheeled metal floorstanding rack which will include surge protection. This rack will be located in the storage room.

All system control would be provided by a client supplied iPad that would be housed in a motorized, locking, coded wall dock located in the storage room. This iPad will provide the capability to control system functions including turning the system on and off, selecting a source, mixing audio sources, controlling room volume, and controlling the bluray player. You would have to enter a code to release the iPad from the dock. CEI will provide \$100 iTunes gift card for the necessary iTunes App.

Note: All lights near projection screen will need to be put on a separate light switch circuit so they can be turned off whenever the projector is used so as to not wash out the screen image. It is recommended that one of the ceiling fans be relocated so as not to impede the image on the screen.

Value Options:

There are a number of options we can provide to reduce the overall cost of the system.

1. Speakers - While the existing speakers are operational the quality is very low and the longevity is suspect. If you would like to retain the existing speakers and wiring this would reduce the system cost by \$1,800.00.
2. Rack - Rather than a sturdy, metal, wheeled rack with back door as specified we can supply a more basic wooden rack that is open both front and rear. This option would reduce the system cost by \$550.00.
3. iPad dock - Rather than the motorized, locking, coded iPad dock as specified we can supply a more basic wall dock that would be set up so that the iPad was either removable or locked but not both. This option would reduce the system cost by \$680.00
4. Projector - Rather than the 6,000 lumens laser projector that is specified we can supply a 5,000 lumens version. This option would reduce the system cost by \$500.00.
5. Screen - Rather than the tensioned screen that is specified and will keep the screen relatively flat from left to right and top to bottom and thus provide a more uniform image, we can substitute a non tensioned version which will have some level of non uniformity to the screen. This option would reduce the system cost by \$550.00.
6. Mic Antenna Distribution - Rather than using the mic antenna distribution specified we can delete these components and use the antennas built into the mic receivers. There is a possibility that there would be issues with reception in some areas of the room if you utilize this option. This option would reduce the system cost by \$1,180.00

TRAINING

Upon completion of system installation and commissioning, CEI will perform a training classes of up to one hour during normal business hours. Additional training or after hours training is available at additional cost.

TERMS & CONDITIONS

To proceed with this project, please return an accepted (signed) copy of this proposal and a deposit of 50% of the total. 40% will be due upon start of equipment installation and the balance will be due upon completion. Once the sign off and deposit are received, the equipment will be ordered and the work scheduled if the site is (or will be) ready for prompt installation. If the site in whole or part will not be ready for installation promptly, in order to protect the warranty longevity of the equipment, ordering of some or all of the equipment may be delayed.

Pending confirmation of equipment availability, site work can typically commence 2-3 weeks following receipt of the deposit and/or the ordering of the equipment. If your project includes custom or build to order (long lead time) equipment, that window may extend to 6-8 weeks. The right to update model designations and pricing in the event of discontinued or otherwise unavailable equipment is reserved.

All work will be performed during normal business hours and unfettered access to the work areas (including a functional elevator if appropriate) will be furnished by the client. Reasonable steps will be taken by CEI to avoid disruption of the client's business activities if the business is on-going.

CEI will be responsible for the proper disposal of refuse generated by their activities although not the activities of others.

Any network-connected equipment used in the project may require work by the client's network administrator to complete the set-up and commissioning of the client's network to support that equipment.

The wireless presentation devices can be set up one of two ways. One would be that it is physically connected to your house network which would allow full presentation capabilities including wirelessly presenting internet based content via the house wifi system. The second option would involve using the devices internal wireless access point for all presentation capabilities. In this mode you would not be able to present internet based content. This proposal assumes that the first option will be used and that the client will supply a house data drop at the A/V rack.

Unless directed otherwise in writing by the client or their designated representative, in order to avoid noncompliance with electrical building codes, all bulk cable that may be routed through a ceiling space will be specified as plenum-rated. Plenum-rated cable is (on average) roughly 75% greater in cost than non-plenum rated cable.

All AC power, low-voltage conduits, boxes, stub ups, wall backing, etc. as needed for a complete installation is to be furnished and installed by others of the client's choosing prior to the inception of the equipment installation in any given area.

Permitting and bonding expenses (if applicable) are not included in this proposal and will be separately billable when the cost is known.

This proposal is valid for 15 business days following transmission to the client and CEI reserves the right to update and retransmit it should it not be accepted within that time.

I understand that by signing this proposal and returning it to CEI I am acknowledging that I am aware of and will comply with these terms and conditions.

		Equipment	Labor
12	AtlasIED		
	6 Coaxial Speaker System with 70.7/100V-32W Transformer and 80 B		
1	Da-Lite		
	COSMO TNSD 164D DM		
1	Extron		
	HDMI Twisted Pair Receiver - 230 feet (70 m)		
1	Miscellaneous Cable/Connector		
	Misc. Audio Adaptors and Interface Cables		
1	Panasonic		
	6,000 lm, WUXGA, portable LCD laser projector		
1	Peerless-AV		
	Ceiling Plate For Unistrut Adaptor in Truss Ceilings		
1	Peerless-AV		
	Escutcheon Ring For 1.9" DIA Pole White		
1	Peerless-AV		
	6'- 8' Adjustable Extension Column		
1	Peerless-AV		
	Precision Gear Projector Mount with Spider® Universal Adapter Plate		
1	RDL		
	Mini-Jack Pass-Through Plate		
2	Shure		
	In-line antenna amplifier for remote mounting. (470-902 MHz)		
2	Shure		
	1/2 Wave Omnidirectional Antenna for UR4S+, UR4D+, ULXS4, ULXP4 Receivers, P9T Transmitter, (470-530 MHz)		
150	West Penn Wire		
	1P 14G STRD UNSHLD PLENII		
100	West Penn Wire		
	1P 20G STRD SHLD PLEN II		

		Equipment	Labor
1	Denon Pro		
	Blu-Ray, DVD and CD/SD/USB Player		
1	Extron		
	6x4 ProDSP Digital Matrix Processor		
1	Extron		
	HDMI Twisted Pair Transmitter - 230 feet (70 m)		
1	Extron		
	HDMI Twisted Pair Receiver - 230 feet (70 m)		
1	Extron		
	IP Link Pro Control Processor w/LinkLicense for User Interfaces		
1	Extron		
	DTP Transmitter for HDMI - Decorator-Style Wallplate, Black - 23		
1	Extron		
	Four Input HDMI Switcher		
1	Extron		
	HDMI Audio De-Embedder		
1	Extron		
	Mono 70 V Amplifier - 200 Watts		
1	ICC		
	Insert, Decorex, 2-Port, HDMI, White		
1	iRoom		
	Motorized iPad docking station with integrated keypad for in-wall mounting / iPad 10.2" and iPad 10.5" / Landscape or Portrait / White		
1	Linksys		
1	Lowell Manufacturing		
	Rack Panel-Decorator-1U, Mounts 4 Devices, 16ga Flanged Steel, B		
1	Mersive		
	Solstice Pod Gen3 with perpetual Small Group Edition Enterprise		

- 1 Mersive**
Power supply for the Solstice Pod Gen3
- 1 Middle Atlantic**
CASTER BASE FOR ERK 20DP
- 1 Middle Atlantic**
27SP/20D STANDALONE RACK W/ST
- 1 Middle Atlantic**
KEYLOCK OPTION FOR UD SERIES
- 2 Middle Atlantic**
9OUT,15A,RCKMNT POWER CENTER
- 1 Middle Atlantic**
28SP RK REAR ACCESS KIT,BLACK
- 1 Middle Atlantic**
3SP UTILITY DRAWER,BLACK
- 2 Middle Atlantic**
1SP UNIV FA SHELF,14.5D
- 1 Middle Atlantic**
1SP PERFORATED VENT PANEL
- 2 Middle Atlantic**
2SP PERFORATED VENT PANEL
- 2 Middle Atlantic**
3SP PERFORATED VENT PANEL
- 7 Monoprice**
Ultra Slim High Speed HDMI Cable, 3ft, Black
- 3 Neutrik**
3 Pole Female XLR Cable Connector Black/Silver
- 1 Shure**
Includes SLX1 and WL185 Microflex? Cardioid Lavalier Microphone
- 2 Shure**
Includes SLX2/SM58 Handheld Transmitter with SM58 Microphone
- 1 Shure**
Five-way active antenna splitter and power distribution system for
QLX-D?, ULX?, ULX-D?, SLX?, and BLX? (BLX4R only) receivers.
Excludes antenna cables and locking power cables (470-952 MHz)

2 Shure
50' UHF Remote Antenna Extension Cable, BNC-BNC, RG8X/U
Type

		Administrative

		Equipment	Labor
1	CEI System Programming		
1	CEI Control System Programming		
1	CEI System Engineering, Design and Project Management		
1	CEI Shipping and Handling		
1	CEI Project Management.		
Project Subtotal:		\$21,951.81	\$7,467.73

PROJECT SUMMARY

Equipment:	\$21,951.81
Labor:	\$7,467.73

Grand Total:	\$29,419.54
---------------------	--------------------

Client: Jim Chambers

Date

Contractor: Communications & Entertainment Inc. - CEI

Date



CITY OF VILLA RICA

City Council Packet

SUBJECT: Access Control for PD and City Hall
AGENDA DATE: 9/8/2020

DATE PREPARED: 8/27/2020
PREPARED BY: Jim Chambers

AMOUNT: \$17,835.00
GL ACCOUNT #: 321-1535-542500
FUNDING SOURCE: Carroll County SPLOST (2015)
BUDGETED ITEM? Yes

PURPOSE: Provide better security with logging of access.

BACKGROUND: This will provide us the ability to improve the security of our facilities without keys or key codes; while also reducing surface contact contamination.

STAFF RECOMMENDATION: I recommend we allow Relyco to install access control at both our Police Dept and City Hall facilities.

IMPACT: This will cost \$5050.00 for City Hall and \$12785.00 for the Police Department.

MOTION: I make the motion we implement access control through Relyco for \$17,835.00.

Relyco Security Resources-QUOTATION

Date: 3/13/20

Project Name: Villa Rica Police Department

Re: Access

Relyco Security

807 Collinsworth Road

Palmetto, Ga. 30268

Attn. Jim Chambers

JOB #31320-3

CCTV SYSTEM

Item	Qty.	Part #	Description	Price	Ext.
1	8	STRIKE	5000 SERIES ELECTRONICSTRIKE	\$150.00	\$1200.00
2	1	CRASH BAR	9400 STRIKE FOR CRASH BAR (REAR DOOR)	\$450.00	\$450.00
3	5	A22	2 DOOR ACCESS CONTROL PANEL W/2 CARD READERS	\$875.00	\$4375.00
4	10	CONTACT	DOOR STATUS CONTACT	\$30.00	\$300.00
5	1	RTE PIR	REQUEST TO EXIT MAG LOCK DOOR	\$110.00	\$110.00
6	1	INTERFACE	FIRE ALARM INTERFACE FOR DOOR RELEASE	\$150.00	\$150.00
7	10	Cabling	ACCESS CABLING	\$50.00	500.00
8	10	BATTERY	BACK UP BATTERY	\$30.00	\$300.00
			Sub-Total		\$7385.00
9		LABOR			\$5400.00
			Tax (if applicable)	7%	EXEMPT
			Total		\$12785.00

Conditions and Exclusions:

- 1 PARTS HAVE A 1-YEAR WARRANTY
- 2 WE WILL NEED ONE AVAILIABLE PORTS FOR THE CONTROL PANELS

Thank you,
Josh Brown

I accept above proposal and wish to proceed with installation of above system.

Signature of customer: _____ Date: _____

Relyco Security Resources-QUOTATION

Date: 3/13/20

Project Name: Villa Rica City Hall

Re: Access and security

Relyco Security

807 Collinsworth Road

Palmetto, Ga. 30268

Attn. Jim Chambers

JOB #31320-1

CCTV SYSTEM

Item	Qty.	Part #	Description	Price	Ext.
1	1	Lyric	ALARM CONTROL PANEL	\$300.00	\$300.00
2	1	HW-WL	HARDWIRE TO WIRELESS TRANSMITTER	\$150.00	\$150.00
3	2	A22	2 DOOR ACCESS CONTROL PANEL W/2 CARD READERS	\$875.00	\$1750.00
4	3	STRIKE	ELECTRONIC 5000 SERIES DOOR STRIKE	\$150.00	\$450.00
5	3	CONTACT	DOOR STATUS CONTACT	\$30.00	\$90.00
6	1	CELL	CELLULAR COMMUNICATOR FOR ALARM CONTROL	\$140.00	\$140.00
7	3	CABLING	ACCESS CABLING	\$50.00	\$150.00
8	4	BATTERY	BACK UP BATTERY	\$30.00	\$120.00
			Sub-Total		\$3150.00
9		LABOR			\$1900.00
			Tax (if applicable)	7%	EXEMPT
			Total		\$5050.00

Conditions and Exclusions:

- 1 Parts have a 1-year warranty
- 2 WE WILL NEED TWO AVAILABLE PORTS FOR THE CONTROL PANELS

Thank you,
Josh Brown

I accept above proposal and wish to proceed with installation of above system.

Signature of customer: _____ Date: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Set Dates for 2020 Cleanup Week

AGENDA DATE: September 8, 2020

DATE PREPARED: August 28, 2020

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To set the dates for the 2020 cleanup week.

BACKGROUND: Each year the City Council selects a week during which we pick up solid waste items that we normally exclude. The City also selects one day during the cleanup week to assist seniors who have old appliances but who can't get them to the street. We will enter their yard and transport the appliance to the street, after they have signed a waiver form, but we will not enter their house.

STAFF RECOMMENDATION: Staff recommends we hold our 2020 cleanup week from Monday, October 19 to Friday, October 23. We also recommend that we designate Wednesday, October 21 as the day that we will pick up appliances from qualifying seniors. We don't recommend that we expend any funds to promote the event, using instead Facebook, our website, flyers in our buildings, and a note on the utility bill.

IMPACT:

MOTION: I move that the City Council establish the week of October 19 as our annual cleanup week, with Wednesday, October 21 designated as the day we provide special assistance to seniors with appliance pickup.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Publication of New Zoning Ordinance on Municode

AGENDA DATE: September 08, 2020

DATE PREPARED: August 28, 2020

PREPARED BY: Tom Barber

AMOUNT: \$10,111.00

GL ACCOUNT #: 100-1330-531400

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To approve the publication of our new zoning ordinance on Municode.

BACKGROUND: The Council recently approved a new zoning ordinance containing a number of colorful graphical inserts such as tables and illustrations. The cost to publish this information on Municode is \$10,111.00.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Publishing our zoning ordinance on Municode makes it available to the public via the internet.

MOTION: I move that we authorize the City Clerk to publish the 2020 zoning ordinance on Municode for a cost not to exceed. \$10,111.00.

Alisa Doyal

From: Alicia Bywaters <AMB@municode.com>
Sent: Wednesday, August 26, 2020 6:33 PM
To: Alisa Doyal
Cc: Susan Webb
Subject: RE: Villa Rica, GA #12532 - Unified Development Ordinance

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Alisa,

Good morning and thank you for your patience! I have outlined the following cost estimate for publication of the City's new UDO as a future supplement to the Code of Ordinances. We will hold its publication until we receive authorization to commence with its publication. Please note that we are conservative with estimates and will only invoice for the actual charges associated with its inclusion.

462 pages at \$18.00 per page = \$8,316.00
155 images/graphics/tabular matter at \$10.00 each = \$1,550.00
Appendix B divider tab = \$25.00
Printing 82 pages in color at \$2.50 per color page = \$205.00
Shipping 1 copy = \$15.00
Total Estimate = \$10,111.00

The above cost estimate only includes publication of the new UDO. Please note the following items:

- If approved, the UDO will be published as Appendix B within the City's Code so that the current numbering, as adopted by the City, will be maintained.
- Color printing is optional – the images will be processed and posted online color, but in order to print in color, the additional fee applies. **Please confirm if the City would like to print in color, if approved.**
- If approved, please confirm if the City would like to review a set of proofs before the supplement is finalized, printed and posted online.
- If additional ordinances are included when the UDO is published, additional charges could apply. A revised estimate will be provided for the City's approval.

We appreciate every opportunity to be of service to the City and we look forward to hearing from you in regards to the above. If you have any questions, please do not hesitate to ask.

Thanks again and have a wonderful Thursday!

Alicia

From: Alisa Doyal <adoyal@villarica.org>
Sent: Monday, August 24, 2020 9:25 AM
To: Alicia Bywaters <AMB@municode.com>
Subject: RE: Villa Rica, GA #12532 - Zoning Ordinance

The answer is no to your 2nd question on being repealed. I am checking on the first one.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ford F-150 for CID

AGENDA DATE: September 3, 2020

DATE PREPARED: September 2, 2020

PREPARED BY: Nic Griffin

AMOUNT: \$25,773.00

GL ACCOUNT #: 350-3210-542200

FUNDING SOURCE: Savings in personnel budget due to vacant positions

BUDGETED ITEM? No

PURPOSE: To provide the Criminal Investigation Division with a new vehicle suitable for the demands of the Detective position.

BACKGROUND: Currently, there is a 2011 Ford Focus in the CID fleet. This vehicle is quite compact and also has had a fair amount of drivability issues. The vehicle fleet is constantly aging. With cost of repairs in mind, it is wise to reallocate and replace certain vehicles to avoid costly repairs. The funding source for this purchase would come from the savings in the personnel account due to having 'dark time' from vacant positions. Staff has met with Don-Rich Ford and they were unable to find a truck for less than the price that Peach State quoted. Staff also reached out to Wade Ford and Greene Ford with the same result. They did not provide a bid due to the amount the City wanted to stay under. I have included some prices on similar vehicles that I found online for reference.

Company	Quote
Peach State Truck Center	\$25,773.00
Chestate Ford	\$35,871.00
Athens Ford	\$32,598.00

STAFF RECOMMENDATION: Staff recommends purchasing a 2020 Ford F-150 from Peach State Truck Center in the amount of \$25,773.00.

IMPACT: This purchase will provide the CID department with a more reliable vehicle that is much more suitable for the job that the position demands. The current vehicle will then be transferred to another department that is need of a smaller type sedan that would drive it a little less often and alleviate the need for said department to purchase a new vehicle.

MOTION: I move to authorize City staff to purchase a 2020 Ford F-150 from Peach State Truck Center in the amount of \$25,773.00.

Nic Griffin

From: Keith Shaddix
Sent: Wednesday, September 2, 2020 8:37 PM
To: Nic Griffin
Subject: Fwd: F-150 municipal pricing / Villa Rica PD
Attachments: Villa Rica PD silver F150 supercab window sticker .pdf; ATT00001.htm; Villa Rica PD silver F150 supercab invoice .pdf; ATT00002.htm

Sent from my iPhone

Begin forwarded message:

From: Peach Trucks <PeachTrucks@outlook.com>
Date: September 2, 2020 at 8:25:03 PM EDT
To: Chris Bertera <cbertera@villarica.org>
Cc: Keith Shaddix <kshaddix@villarica.org>
Subject: F-150 municipal pricing / Villa Rica PD

See attached...

Pricing on this truck for City of Villa Rica would be \$25,773.

Your pricing is based off of invoice (\$35,597) less the \$9,824 government incentive from Ford.

This truck is in inventory and available for immediate purchase.

Thanks,
Peach State Truck Centers
Matthew M.
ph: 256-207-8066
em: PeachTrucks@outlook.com

Peach State Ford

(813) 390-4996

DEALER 21V 575

VIN 1FTEX1CB5LFB84292

	Suggested Retail Price	Invoice Amount
F15R 4X2 SUPERCAB - 145	32830 00	31353 00
2020 MODEL YEAR		
JS ICONIC SILVER		
CG DARK GRAY CLOTH 40/20/40		
INCLUDED ON THIS VEHICLE		
EQUIPMENT GROUP 101A	2480 00	2257 00
XL SERIES		
XL POWER EQUIPMENT GROUP		
FORDPASS CONNECT 4G WIFI MODEM		
CRUISE CONTROL		
OPTIONAL EQUIPMENT/OTHER		
.17" SILVER STEEL WHEELS		
99B 3.3L V6 PFDI		
446 ELEC 6-SPEED AUTO W/TOW MODE		
.245/70R 17 BSW ALL-SEASON		
X19 3.55 RATIO REGULAR AXLE	NC	NC
6300# GVWR PACKAGE		
153 FRONT LICENSE PLATE BRACKET	NC	NC
168 COLOR-COORDINATED CARPET	145 00	132 00
SYNC		
53B CLASS IV TRAILER HITCH	150 00	137 00
63T TAILGATE STEP	375 00	342 00
96P BEDLINER-PLASTIC DROP-IN *ACCY	350 00	319 00
FLEX FUEL VEHICLE		
TOTAL OPTIONS/OTHER	3500 00	3187 00
TOTAL VEHICLE & OPTIONS/OTHER	36330 00	34540 00
DESTINATION & DELIVERY	1695 00	1695 00
TOTAL BEFORE DISCOUNTS	38025 00	36235 00
##SPECIAL ADDED DISCOUNTS#		
XL MID DISCOUNT	750 00-	683 00-
TOTAL SAVINGS	750 00-	683 00-
TOTAL FOR VEHICLE	37275 00	
FUEL CHARGE		45 54
SHIPPING WEIGHT 4274 LBS.		
TOTAL	37275 00	35597 54

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 Peach State Ford 2076 Rockmart Highway Cedartown		21V575 GA 30125					
Order Type 2		Ramp Code CA02		Batch ID LH051		Price Level 040	
Ship to (if other than above)		Date Inv. Prepared 08 05 20		Item Number 21-0229		Transit Days 15	
		Ship Through					
Invoice & Unit Identification NO. 1FTEX1CB5LFB84292		Final Assembly Point DEARBORN		Finance Company and/or Bank Ford Motor Credit 000001			
HB 713	Invoice Total 35597.54	A & Z Plan 34358.54	D Plan 34458.54	X Plan 35730.15	FPA 492.00	AA 534.00	

This invoice to be used for the billing of vehicles only

Dealer's copy

DRB-001544 GA

7169

220200813 0995

ULC CERT CERT TRD RAMP BUMP CAMP BOOK EXEL

1FTFX1CB5 LFB84292 NB

FUI3

F-150

2020 F-150 4X2 SUPERCAB
145 WHEELBASE
3.5L V6 FORD
ELEC 6-SPEED AUTO W/TOW MOD

LF B84292

EXTERIOR
ICONIC SILVER
INTERIOR
DARK GRAY CLOTH 40/20/40



Go Further
ford.com

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- DAYTIME RUNNING LIGHTS
 - EASY FUEL CAPLESS FILLER
 - FULLY BOXED STEEL FRAME
 - HALOGEN HEADLAMPS
 - HEADLAMPS - AUTO HIGH BEAM
 - HEADLAMPS - AUTO LAMP (ON/OFF)
 - LOCKING REMOVABLE TAILGATE
 - PICKUP BOX TIE DOWN HOOKS
 - REAR, 170-DEGREE DOOR
 - TRAILER SWAY CONTROL
 - WIPERS - INTERMITTENT

- INTERIOR**
- 60/40 FOLD-UP REAR BENCH SEAT
 - A/C W/MANUAL CLIMATE CONTROL, SINGLE ZONE
 - DUAL SUNVISORS
 - OUTSIDE TEMP DISPLAY
 - POWERPOINT - 12V (FRONT)
 - TILT/TELESCOPE STR COLUMN

- FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
 - AUTO START STOP TECH
 - CURVE CONTROL
 - DYNAMIC HITCH ASSIST
 - ELECTRIC-ASSIST PARK BRAKE
 - FADE-TO-OFF INTERIOR LIGHT
 - FAIL-SAFE COOLING SYSTEM
 - GAS-CHARGED SHOCKS
 - HILL START ASSIST
 - MANUAL FOLD MIRRORS
 - OUTBOARD MNTD REAR SHOCKS
 - PRE-COLLISION ASSIST W/AEB
 - PWR RACK AND PINION STEER
 - REAR VIEW CAMERA
 - SELECTSHIFT®

- SAFETY/SECURITY**
- ADVANCETRAC® WITH RSC®
 - AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
 - AIRBAGS - SAFETY CANOPY®
 - CTR HIGH MOUNT STOP LAMP
 - SECURILOCK® ANTI-THIEF SYS
 - SOS POST-CRASH ALERT SYS™
 - TIRE PRESSURE MONIT SYS
- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

- INCLUDED ON THIS VEHICLE EQUIPMENT GROUP 101A**
- XL SERIES
 - XL POWER EQUIPMENT GROUP
 - FORDPASS CONNECT 4G WIFI MODE
 - CRUISE CONTROL

- OPTIONAL EQUIPMENT/OTHER**
- 17" SILVER STEEL WHEELS
 - 245/70R17 BSW ALL-SEASON 3.55 RATIO REGULAR AXLE
 - 6800# GVWR PACKAGE
 - LICENSE PLATE BRACKET
 - COORDINATED CARPET SYNC
 - CLASS IV TRAILER HITCH
 - TAILGATE STEP
 - BEDLINER-PLASTIC DROP-IN *ACCY FLEX FUEL VEHICLE

(MSRP)
2,480.00

NO CHARGE
NO CHARGE
145.00
150.00
375.00
350.00

(MSRP)

PRICE INFORMATION
BASE PRICE
TOTAL OPTIONS/OTHER

32,830.00
3,500.00

TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY

36,330.00
1,695.00

TOTAL BEFORE DISCOUNTS

38,025.00

XL MID DISCOUNT

750.00

TOTAL SAVINGS

750.00

RAMP ONE
CA02

RAMP TWO

CONVOY
ITEM #:
21-0229 O/T 2

TOTAL MSRP \$37,275.00

Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

LH051 N RB 2X 040 001544 08 05 20

EPA DOT Fuel Economy and Environment

E85 Flexible-Fuel Vehicle Gasoline-Ethanol (E85)

Fuel Economy
Standard Pickup Trucks range from 14 to 27 MPG. The best vehicle rates 136 MPG. Values are based on gasoline and do not reflect performance and ratings based on E85.

22 MPG
combined city/hwy
city highway
19 25 4.5 gallons per 100 miles

Driving Range
Gasoline 526 miles
Ethanol (E85) 392 miles

You spend \$1,750 more in fuel costs over 5 years compared to the average new vehicle.

Fuel Economy & Greenhouse Gas Rating (tailpipe only)

Smog Rating (tailpipe only)



This vehicle emits 409 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions. Learn more at fuelconomy.gov.

Annual fuel cost \$1,850

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$7,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.70 per gallon. This is a dual fueled automobile. MPG is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.



fuelconomy.gov
Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★ ★ ★ ★ ★

Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★ ★ ★ ★ ★

Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight.

Side Crash ★ ★ ★ ★ ★

Based on the risk of injury in a side impact.

Rollover ★ ★ ★ ★ ★

Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★ ★ ★ ★ ★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236



For equipped vehicles, the FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See In-Vehicle Settings for connectivity options.

FordPass Connect services™ and FordPass App™ required for certain remote features (see App terms and conditions for details). Remote features are available only when the vehicle is connected to a compatible AT&T network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message may be sent to you from your local Ford website for our privacy policy.



FORD PROTECT™
Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.



WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

08/31/2020

2202008130995



NEW

2020 Ford F-150 XLT

MSRP \$43,370

1 miles

Dealer Price

\$35,871

LOCAL HOME DELIVERY

VIRTUAL APPOINTMENTS

Sold by Chestatee Ford

(4.9) [72 Reviews](#)

Seller's Notes

Priced below KBB Fair Purchase Price! \$7,499 off MSRP! Agate Black Metallic 2020 Ford F-150 XLT RWD 10-Speed Automatic 2.7L V6 EcoBoost 20/26 City/Highway MPG We deliver!! Your safety is our top priority. Browse our website at www.chestateeford.com, select your new or pre-owned vehicle and contact us virtually via FaceTime, Skype, screen share, telephone, or text. We'll bring the test drive to you and completely sanitize the vehicle. If you have a trade, we also conduct accurate remote valuation. When you're satisfied with your

Basics

Fuel Type: Gasoline

Exterior Color: Agate Black Metallic

City MPG: 19 ⁱ

Interior Color: Medium Earth Gray

Seller

Chestatee Ford

(4.9) [72 Reviews](#)

44 Lumpkin County Pkwy, Dahlonega, GA 30533

Interested in this car? Reach out.

Consumer Reviews

of the [2020 Ford F-150](#)★★★★★ **4.8**Average based on [97 reviews](#)

Comfort 5 / 5 stars

Performance 5 / 5 stars

Exterior Styling 5 / 5 stars

Interior Design 5 / 5 stars

Value for the Money 5 / 5 stars

Reliability 5 / 5 stars

Feedback

[Read about 2020 Ford F-150](#)

What Drivers Are Saying

All Reviews

Engine

Leg Room

Great On Gas

Good On Gas

Good Value

Comfortable Ride

Comfortable Drive

Pretty Sweet

Excellent Play

Overall Summary

Great Job

★★★★★

2020 f150 in moss,tennessee
by trtr1984 on Wed Sep 02 2020

this truck meets all of our wants and needs, and the price was awesome, salesman was awesome

Call

Chat

Check Availability

Athens Ford

4260 Atlanta Highway, Athens, GA 30606
Athens, GA 30606
<https://www.athensford.com>

Sales: 8444424432
Service: 8335187484

2020 Ford F-150 XL STX Appearance Package

#printPageHeader {display: none;}



Body Style: Super Cab
Model Code: X1C
Engine: 2.7L V6 EcoBoost® with Auto Start/Stop Technology Engine
Transmission: Electronic Ten-Speed Automatic Transmission with Tow/Haul and Sport Mode
Drive Type: 4X2
Ext. Color: Agate Black
Int. Color: Medium Earth Gray
MPG: 20 City / 26 Hwy
VIN #: 1FTEX1CP4LFA05686
Stock #: F0314

MSRP: \$42,799
Instant Savings: \$11,000
Sale Price: \$32,598

*** LOANER VEHICLE, PREVIOUSLY TITLED TO DEALERSHIP *** 2020 Ford F-150 XL 2020 Ford F-150, 20 Machined-Aluminum Wheels, 4.2 Productivity Screen in Instrument Cluster, Black Platform Running Boards, Body-Color Front & Rear Bumpers, Body-Color Surround w/Black Mesh Insert Grille, Box Side Decals, Class IV Trailer Hitch Receiver, Color-Coordinated Carpet w/Carpeted Floor Mats, Cruise Control, Driver/Passenger Seat Back Pocket, Electronic Locking w/3.55 Axle Ratio, Equipment Group 101A Mid, Fog Lamps, FordPass Connect (4G), Illuminated Entry, Manual Driver/Passenger Lumbar, MyKey, Perimeter Alarm, Power Door Locks, Power Front & Rear Windows, Power Glass Sideview Mirrors w/Black Skull Caps, Power Tailgate Lock, Rear Window Defroster, Rear Window Fixed Privacy Glass, Reverse Sensing System, SiriusXM Radio, STX Appearance Package, SYNC, SYNC 3, Unique Sport Cloth 40/Console/40 Front-Seats, XL Power Equipment Group, XL Sport Appearance Package. 20/26 City/Highway MPG All prices do not reflect GA TAVT Taxes, Title, Tag, or GA MVWRF fees. Please verify the accuracy of vehicle options, current incentives and pricing with your Sales Professional. Dealer retains all rebates. Price includes: \$1000 - F-Series Retail Customer Cash. Exp. 09/08/2020 \$1000 - Ford Credit Retail Bonus Customer Cash. Exp. 09/08/2020 \$1000 - Special Package Retail Bonus Cash. Exp. 09/08/2020 \$1500 - Bonus Customer Cash. Exp. 09/08/2020

Standard Equipment

Exterior

- Daytime Running Lights
- Easy Fuel Capless Filler
- Fully Boxed Steel Frame
- Halogen Headlamps
- Headlamps - Auto High Beam
- Headlamps - Autolamp (On/Off)
- Locking Removable Tailgate
- Pickup Box Tie Down Hooks
- Rear, 170-Degree Door
- Trailer Sway Control
- Wipers- Intermittent

Functional

- 4-Wheel Antilock Brake Sys
- Auto Start Stop Tech
- Curve Control
- Dynamic Hitch Assist
- Electric-Assist Park Brake
- Fade-To-Off Interior Light
- Fail-Safe Cooling System
- Gas-Charged Shocks
- Hill Start Assist
- Manual Fold Mirrors
- Outboard Mntd Rear Shocks
- Pre-Collision Assist W/Aeb
- Pwr Rack And Pinion Steer
- Rear View Camera
- Selectshift

Interior

- 60/40 Fold-Up Rear Bench Seat
- A/C W/Manual Climate Control, Single Zone
- Dual Sunvisors
- Outside Temp Display
- Powerpoint - 12V (Front)
- Tilt/Telescope Str Column

Safety

- Advancetrac With Rsc
- Airbags - Front Seat Mounted Side Impact
- Airbags - Safety Canopy
- Ctr High Mount Stop Lamp
- Securilock Anti-Theft Sys
- Sos Post-Crash Alert Sys
- Tire Pressure Monit Sys

Technical Specifications**Mileage**

- Fuel Economy Est-Combined (MPG): 22
- EPA Fuel Economy Est - City (MPG): 19
- EPA Fuel Economy Est - Hwy (MPG): 25

Electrical

- Cold Cranking Amps @ 0° F (Primary): 610
- Cold Cranking Amps @ 0° F (2nd): 610
- Maximum Alternator Capacity (amps): 200

Weight Information

- Gross Axle Wt Rating - Front (lbs): 3225
- Gross Axle Wt Rating - Rear (lbs): 3350
- Curb Weight - Front (lbs): 2560
- Curb Weight - Rear (lbs): 1855
- Gross Vehicle Weight Rating Cap (lbs): 6300
- Gross Combined Wt Rating (lbs): 9900



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchase of 2 each X-Mark 72-inch zero turn mowers for Recreation Department for dedicated use on the ball fields

AGENDA DATE: 9/3/2020

DATE PREPARED: 9/2/2020

PREPARED BY: Charles Davis

AMOUNT: \$19,088.34 - on State Contract

GL ACCOUNT #: 320-6120-542500 & 350-6120-542500 (1 mower to each account)

FUNDING SOURCE: 1 from General Fund, 1 from 2008 SPLOST

BUDGETED ITEM? No

PURPOSE: To provide 2 quality 72-inch zero turn riding mowers for use on the infields of the ball fields. These mowers will only be used by Recreation Staff employees to cut the infield areas, which will keep them in good condition for several years. This will provide a cleaner cut to improve the Park's overall ballfield's appearance.

BACKGROUND: They won't get the abuse of our general use Grounds Maintenance mowers that cut on very rough terrain and therefore will provide a better-quality cut and appearance on our ball fields. At this time the Recreation Staff are using 2 of the Grounds Maintenance mowers that are now 3 years old and not providing an optimal playing field appearance. This also sometimes causes our Grounds Staff to be short on mowing equipment to do their tasks City wide.

Douglasville ACE Hardware has provided a quote that is based on State Contract for a total of \$19,088.34 for both mowers. Since it is a State Contract price, no other quotes were obtained.

STAFF RECOMMENDATION: To purchase these 2 mowers for dedicated use by Recreation Staff only on the playing areas of the ball fields. These have a 6 to 8-year service life when properly maintained in this form of use.

IMPACT: These 2 mowers are needed to free up the Grounds Maintenance Department's equipment now being used to cut the infields by Recreation Staff. These will also provide noticeably better-quality cutting on the ball fields due to the new mowers are much smoother cutting.

MOTION: I make a motion to approve the purchase of two mowers from Douglasville ACE Hardware for \$19,088.34.

Douglasville **ACE** Hardware

DATE
9/02/20
TIME
15:32:40
SALESMAN
024/024
STORE
1

6530 Church Street
Douglasville, GA 30134-1806
Phone (770) 942-7044 Fax (770) 577-8101
www.douglasvilleace.com
powereq@douglasvilleace.com

QUOTE
950924
P/O NUMBER
CHARLES
WORK ORDER
PAGE
1 of 1

Terminal 15

(770) 550-6088

(770) 459-7011

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

SHIP TO ACCOUNT:	55901
CITY OF VILLA RICA RECREATION 571 W. BANKHEAD HWY VILLA RICA, GA 30180 ETHAN WAITES 4049470740	

Tax Exemption #: 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

ORD	SHIP	B/O	LINE	PART NUMBER	DESCRIPTION	LIST	NET	AMOUNT
2	2			EXELZE751GKA724A1	LAZER E 72 IN FX751V	11499.00	9544.17	19088.34
CHARLES, THE ONLY THING THAT HAS CHANGED ON THESE MOWERS IS THEY NOW HAVE THE 24.5 KAWASAKI 751 ENGINES WHEREAS I THINK LAST YEARS MODEL HAD THE 25.5 HP 801 KAWASAKI. BOTH ARE EXCELLENT ENGINES. THANK YALL FOR YOUR BUSINESS, AND FOR THE OPPORTUNITY TO CONTINUE.								
QUOTE ONLY						SUB TOTAL ---->	19088.34	
						MISC. ----->	0.00	
						LABOR ----->	0.00	
						TAX 7.000 --->	0.00	
DEPARTMENT: 1						QUOTE TOTAL--->	19088.34	

PLEASE TAKE INVOICE TO CASHIER

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

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

CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, August 11, 2020 | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 6:00 pm.

Present: Mayor Gil McDougal, Mayor Pro Tem Danny Carter, Councilwoman Shirley Marchman, Councilwoman Leslie McPherson, Councilman Michael Young, and Councilman Matthew Momtahan.

Invocation (Pastor Jeff Powell, First Baptist Church of Villa Rica)
Pastor Jeff Powell gave the invocation.

Pledge of Allegiance (John Hannabach, US Navy)
John Hannabach led the Pledge of Allegiance.

Ceremonial Presentations (Mayor & Council)

- Four employees were recognized for their Years of Service:
 - Chris Todd – 15 Years of Service
 - Gary Bolden – 20 Years of Service
 - Carol Collett – 20 Years of Service
 - Courtney Powell – 20 Years of Service

Adoption of Agenda (Mayor Gil McDougal)

Mayor Gil McDougal requested two additions to the agenda to add Executive Session to the end of the agenda for the discussion of personnel, and add Temporary Signage Request from Clint Chance as B4.
Motion was made by Councilman Danny Carter to adopt the agenda as amended.

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

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.)
Nine citizens made a public comment.

Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson thanked the citizens for supporting our businesses. She requested oversight intervention into rental properties and landlords not repairing properties to meet code because they rent to people who do not quality to live anywhere else.

A. Consent Agenda (Mayor Gil McDougal)

Mayor Gil McDougal presented the Consent Items for approval:

1. Library Digital Sign Replacement– Purchase new digital sign from DeNyse Signage and Architectural Elements of Douglasville, GA.
2. Resolution to Execute Grant from Corona Relief Fund – Authorized the execution of the Grant Agreement through the Coronavirus Relief Fund.
3. 2020 Budget Amendments – Adopt ordinance amending the 2020 budget.
4. 2020 Gold Rush Summer Concert Headlining Entertainment – Approve the headlining act contract/agreement with The Velcro Pygmies to headline the 2020 Gold Rush Concert on the proposed new date of Friday, September 11, 2020 from 8 pm until 10 pm at The MILL Amphitheater.
5. Proposal to Hire TruGreen Commercial Services – Approve the proposed agreement with TruGreen Commercial Services for the purpose of providing yearly lawn care maintenance for The MILL Amphitheater, the train park, Pine Mountain Gold Museum and the Gateway.
6. Approval of the Final Plat for The Falls at Mirror Lake Phase II – Approve the Final Plat for The Falls at Mirror Lake Phase II.
7. Additional Lease Agreement between City of Villa Rica and Norfolk Southern – Approve the additional lease agreement between the City of Villa Rica, DDA Board and Norfolk Southern to place a Gateway Sign on Norfolk Southern Property located at the entrance of the train park along State Highway 101.
8. Dual Factor Authentication – Approve the purchase of 60 licenses of DUO from CPAK not to exceed \$2,160.00.
9. Emergency Replacement of #2 Influent Pump Drive at West Plant for \$9,802.37 to PRB Electronics, Inc. – Approve the emergency replacement of the #2 influent pump drive at the West Plant in the amount of \$9,802.37 to PRB Electronics, Inc.
10. Emergency Replacement of #2 West Plant Influent Pump for \$25,865.00 to Goforth Williamson, Inc. – Approve the emergency replacement of the #2 influent pump at the West Plant in the amount of \$25,865.00 to Goforth Williamson, Inc.
11. Emergency Repair of #3 Influent Pump at the West Plant for \$22,714.22 to PRB Electronics, Inc. – Approve the emergency repair of the #3 influent pump at the West Plant in the amount of \$22,714.22 to PRB Electronics, Inc.
12. 2019-2020 Paving – Approve the low bid submitted by Baldwin Paving Company for \$2,066,484.00 for Project Number 2020-TP-01.

Councilman Danny Carter made the motion to adopt the Consent Agenda.

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

B. Governing Body (Mayor Gil McDougal)

1. Approval of Meeting Minutes of May 26, 2020.
 - a. Councilman Shirley Marchman made the motion to approve the Meeting Minutes from May 26, 2020.

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

2. Approval of Meeting Minutes of July 14, 2020

Councilwoman Leslie McPherson made the motion to approve the Meeting Minutes from July 14, 2020.

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

3. Mayor's Reappointment of Joyce Nalls to Cemetery Commission

Mayor Gil McDougal reappointed Joyce Nalls to the Cemetery Commission for another three-year term running from 08/01/2020 to 07/31/2023.

4. Presentation of 2019 Financial Audit by Mauldin & Jenkins (James Bence, Partner).

James Bence with Mauldin & Jenkins gave a presentation of the 2019 Financial Audit.

5. Request for Temporary Signage by Clint Chance.

Clint Chance requested temporary signage for his Annual Rodeo. Councilman Danny Carter made the motion to approve the temporary signage for the 15th Annual Villa Rica Frontier Rodeo as requested.

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

C. Community Development (Bobby Elliott, Director)

1. VA-02-20 Variance Application for International Component Repair to Encroach into the Front Yard Setback and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)

Public Hearing: Only the applicant spoke.

Councilwoman Leslie McPherson made the motion to grant the variance request from Wayne Dewell of International Component Repair to encroach into the front yard setback as indicated in the supplied site plan exhibit.

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

2. Adoption of the Villa Rica Zoning Ordinance and Official Zoning Map and Public Hearing (Chris Montesinos, Deputy Director)

a. Public Hearing - Villa Rica Zoning Ordinance

No one came forward to speak.

- b. Adoption of the Villa Rica Zoning Ordinance – Councilman Danny Carter made the motion to adopt the Villa Rica Zoning Ordinance.

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

- c. Public Hearing – Adoption of Official Zoning Map
No one came forward to speak.

- d. Adoption of Official Zoning Map
Councilman Danny Carter made the motion to adopt the Official Zoning Map

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

2. CU-01-20 Special Use Permit/Conditional Use Permit for a Truck Stop with Convenience Store and Accessory Truck and RV Parking and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
Public Hearing: One citizen came forward to speak against. Staff received three written objections and one by phone from an elected official.
Councilman Matthew Momtahan made the motion to deny the Special Use Permit for a truck stop convenience store on Parcel Number V03 0100037, with the aforementioned conditions as presented, and as requested by Viral Patel.

RESULT: **DENIED (VOTE: 3-2)**
MOVER: Matthew Momtahan, Councilman
SECONDER: Michael Young, Councilman
AYES: Momtahan, Young, Marchman
NAYS: Carter, McPherson

4. VA-02-20 Variance Application for International Component Repair to Construct 3 Additional Buildings (Ronald Johnson, Planning and Zoning Specialist)
Councilman Danny Carter made the motion to grant the variance request from Wayne Dewell of International Component Repair to construct 3 additional buildings as indicated in the supplied site plan exhibit.

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

5. Revision to the Alcoholic Beverage Ordinance and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
Public Hearing: No one came forward to speak.
Councilman Danny Carter made the motion to approve the revision to the Alcoholic Beverage Ordinance to allow for hotels to gift malt beverages.

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

D. Economic Development (Janet Chumley, Manager)

1. 2020 Alcohol License Agreement with The Olive Tree for “Gold Rush Summer Concert” on Friday, September 11, 2020 @ The MILL Amphitheater

Councilwoman Leslie McPherson made the motion to the license agreement with the Olive Tree to provide the sale of beer and wine for 2020 Gold Rush Summer Concert for Friday, September 11, 2020 at The MILL Amphitheater from 7:30 pm until 10 pm.

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

2. Special Event Permit at Styx Bar & Grill for October 3, 2020 and to Provide Beer and Wine
Councilman Michael Young made the motion to approve the special event permit for Styx Bar & Grill to provide the sale of beer and wine at the Villa Rica Police Department “Back the Blue/Get InVESTed” fundraising concert to be held Saturday, October 3, 2020 from 7:30 pm until 10:30 pm at The MILL Amphitheater.

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

E. Finance (Sarah Andrews, CFO)

1. Financial Update: June 2020
CFO Sarah Andrews presented the June 2020 Financial Report.

F. City Manager (Tom Barber)

1. Smoke Free Air Ordinance
Councilman Danny Carter made the motion to table to the Special Called Meeting on August 25, 2020.

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

City Manager’s Report

Tom Barber gave an update of city projects.

Executive Session (David Mecklin, City Attorney)

City Attorney David Mecklin requested the Council to go into Executive Session to discuss personnel. The motion to go into Executive Session was made by Councilman Danny Carter, seconded by Councilman Michael Young. Vote: 5-0. The vote was unanimous.

Councilwoman Shirley Marchman made the motion to go back into regular session, seconded by Councilwoman Leslie McPherson. Vote: 5-0. The vote was unanimous.

City Attorney David Mecklin reported there was no action taken by the Council in Executive Session.

Adjournment

Councilwoman Shirley Marchman made the motion to adjourn and Councilwoman Leslie McPherson seconded the motion. Vote: 5-0. The vote was unanimous. The meeting adjourned.

Gil McDougal, Mayor

Alisa Doyal, City Clerk

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

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

SPECIAL CALLED COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, August 25, 2020 | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 6:07 pm.

Present: Mayor Gil McDougal, Mayor Pro Tem Danny Carter, Councilwoman Shirley Marchman, Councilwoman Leslie McPherson, Councilman Michael Young, and Councilman Matthew Momtahan.

Adoption of Agenda (Mayor Gil McDougal)

Councilman Danny Carter made the motion to adopt the agenda.

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

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.)

One citizen made a public comment.

A. Governing Body (Mayor Gil McDougal)

1. Adoption of 2020 Millage Rate (Sarah Andrews, CFO)

Councilman Danny Carter made the motion to keep the current rate of 5.743 for 2020.

RESULT:	FAILED (VOTE: 2-3)
MOVER:	Danny Carter, Councilman
SECONDER:	Leslie McPherson, Councilwoman
AYES:	Carter, McPherson
NAYS:	Momtahan, Young, Marchman

Motion failed.

Councilman Michael Young made the motion to set the Millage at 6.25 for 2020.

RESULT:	ADOPTED (VOTE: 3-2)
MOVER:	Michael Young, Councilman
SECONDER:	Shirley Marchman, Councilwoman
AYES:	Young, Marchman, Momtahan
NAYS:	Carter, McPherson

Motion carried. The Millage Rate was set at 6.25 for 2020.

B. City Manager (Tom Barber)

1. Amendment to Smoke Free Ordinance

Councilman Danny Carter made the motion to repeal the Smoke Free Air Ordinance and replace it with sections 16-68 through 16-84 contained in the attached amendment as amended per the City Attorney.

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

2. Agreement with Morris/Shackelford Investments and Couey Morgan Investments

Councilman Danny Carter made the motion to authorize the Mayor to execute the agreement between the City of Villa Rica and land owners Morris/Shackelford Investments, LLC and Couey Morgan Investments, Inc.

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

2. Development Agreement with David Schoerner and DMS Columbia Drive, LLC

Councilwoman Leslie McPherson made the motion to authorize the Mayor to execute the development agreement between the City of Villa Rica and land owners David Schoerner and DMS Columbia Drive, LLC.

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

4. Reconsider/Rescind the Denial of Conditional Use Permit Application

Councilman Michael Young made the motion to rescind the action taken by Council on August 11 to deny the conditional use permit application of Viral Patel for the property located at the intersection of Industrial Blvd and Industrial Court West.

RESULT:	ADOPTED (VOTE: 3-2)
MOVER:	Michael Young, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	Young, Carter, McPherson
NAYS:	Momtahan, Marchman

Adjournment

The motion to adjourn was made by Councilman Michael Young, seconded by Councilwoman Leslie McPherson. The vote was unanimous – 5/0. Mayor Gil McDougal adjourned the meeting.

Gil McDougal, Mayor

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: Library Advisory Board Appointment

CITY COUNCIL AGENDA DATE: September 8, 2020

DATE: August 19, 2020

PREPARED BY: Evette Bridges, Library Manager

FISCAL IMPACT: None

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: Appointment of a new member of the Library Advisory Board

BACKGROUND: On June 30, 2020 Clara Thomas resigned from the Library Advisory Board as her term was ending. Applications collected of those that had expressed interest in the opening were discussed at the August 18, 2020 meeting and a vote was held that unanimously passed to select William Coleman Jr. as the appointee to the open position.

STAFF RECOMMENDATION: It is the recommendation that William “Bill” Coleman Jr. be appointed to the Library Advisory Board (LAB) for the term ending on 6/30/2023. He is a very active member of the Villa Rica Community and he will be a welcome addition to the LAB.

IMPACT: N/A

MOTION: I make a motion to appoint William D. Coleman Jr. to the Villa Rica Library Advisory Board for a term of 3 years ending on June 30, 2023



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: William D. Coleman Jr.

Occupation: Retired Employer: N/A

Home Address: 215 Summergate Lane City: Villa Rica Zip: 30180

Home Phone: (770) 456-7630 Home E-Mail: ColeWS3@a6mail.com

Work Phone: () N/A Work E-Mail: N/A

Cell Phone: (678) 882-2303 Preferred E-Mail: ☒ Home ☐ Work

Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) NONE

City of Villa Rica

BOARD OR COMMISSION APPLICATION

Page 2 of 4

- a) Which Board(s) or Commission(s) do you wish to be appointed to? HAR-VRDA LAB
- b) How long have you been a resident of the City of Villa Rica? 12 Years ____ Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

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

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

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

*I enjoy working with others and learning from others
as it relate to the inner/ issues involving of finding
solutions and addressing problems that affect our city.*

- 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.

William D. Coleman Jr *William D. Coleman Jr* *March 6, 2020*
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



CITY OF VILLA RICA

City Council Packet

SUBJECT: F&B Edge Road LLC

CITY COUNCIL AGENDA DATE: September 8, 2020

DATE: August 21, 2020

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: Change of ownership from; Ayesha Fawzi, Muhammad Usman Fawzi, and Akber A. Bhamani to the sole ownership of Akber A. Bhamani. To allow Akber A. Bhamani (sole owner), to sell retail packaged beer and wine at F&B Edge Road LLC, at 701 Edge Road, Villa Rica, GA 30180.

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

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I make a motion to approve the alcohol beverage application for F&B Edge Road LLC located at 701 Edge Road, Villa Rica, GA 30180.



Public Hearing Date
City Council: September 8, 2020

Request: Alcohol Beverage License

Project Description: Retail Package Alcohol Beverages / Beer & Wine

Applicant: F&B Edge Road LLC
Licensee: Akber Bhamani
1230 Windsor Estate Drive
Marietta, GA 30062

Location: 701 Edge Road, Land Lot 143, 25th District, Douglas County, Ward 5

Parcel Number(s): 0143-025-0071

Current Zoning: GC (Commercial)

Current Land Use: Convenience Store w/ Gas Pumps / Station

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: N/A

- (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: N/A

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

Compliance: N/A

(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 F&B Edge Road LLC (Akber Bhamani), for Retail Package Malt Beverages and Wine License at 701 Edge Road.

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

PART I

1. Type of Ownership

☐ Individual

☒ Partnership

☐ Corporation

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

AKber Bhamani 1230 Windson Estate Drive
Full Name Address

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

FEB Edge Road LLC
Federal Tax ID: 82-4352054.

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

AKber Bhamani 1230 Windson Estate Dr, Marietta 50%
Full Name Address % Interest

Shamse Bhamani 1230 Windson Estate Dr, Marietta 50%
Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Describe the principle business of the Corporation/Partnership:

Gas Station

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

Akber Bhamani 1230 Windson Estate Drive, Marietta GA
Full Name Address SSN 64478-3855

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:

Chevron Food Mart

4. Address of business for which application is made:

701- Edge Road, Villa Rica GA 30180

Phone Number: 678-952-6498 770 7570822

Business

Home

Mailing Address: Same as business

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

PART II

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

2. Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?

☒ Yes ☐ No

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

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance in the City of Villa Rica?

☒ Yes ☐ No

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

- ☐ A copy of the Deed to the premises to be licensed, if owned by applicant.
☒ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
☐ In the case of a Partnership, a copy of the Partnership Agreement.
☐ In the case of a Corporation, a copy of the Articles of Incorporation.
☐ A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district that has been approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

☒ Yes ☐ No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?

☐ Yes ☒ No

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

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state or federal permits, etc. required for a food service establishment?

☒ Yes ☐ No

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

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

10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

☒ Yes ☐ No

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:

a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No

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

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

d. Convicted of selling alcohol to a minor within the past three (3) years?

☐ Yes ☒ No

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

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

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

Mahmood Mullick - Kennesaw GA - 4357 Cobb Pkwy, Acworth GA 5 Yrs.
Name Residence Business Address Number of Years Known

Sam Gillani, 1244 Beaver Run Rd Ste # 301 Norcross GA 7 years.
Name Residence Business Address Number of Years Known

Noorul Siddiquei 2478 Saluda Drive Acworth GA 30101 7 years
Name Residence Business Address Number of Years Known

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

Karachi - Pakistan
Place of Birth

8/2/70
Date of Birth

PART III
VERIFICATION

State of Georgia, Carroll County

I, Akber Bhamani, 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.

Akber Bhamani

Applicants Signature (FULL NAME IN INK)

I hereby certify that Akber Bhamani 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 19th day of August, 20 20

Nyree Simpson
Notary Public

My Commission Expires: December 3, 2021

(Seal)





City of Villa Rica

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

I (we) F&B Edge Road LLC - Akber Bhamani

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

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

701 Edge Road, Villa Rica GA 30180

Street Address

Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Akber Bhamani signed his or her

Applicant

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

This 19th day of August, 20 20.

Notary Public



ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (the "Agreement") is dated June 11th, 2018, effective June 10, 2018, by and between LINDBERGH TRADERS LLC, a Georgia limited liability company (the "Assignor"), F&B EDGE ROAD LLC, a Georgia limited liability company (the "Assignee"), and JAI VINAAYAK, INC., a Georgia corporation (the "Landlord").

RECITALS

A. FAA INVESTMENTS LLC ("Initial Tenant"), as tenant, and Landlord, as landlord, entered into that certain Commercial Lease Agreement dated April 9, 2014, as amended by that certain First Amendment to Commercial Lease Agreement dated April 9, 2014, as assigned to Assignor pursuant to that certain Amendment, Assignment, and Assumption of Lease, dated August 18, 2015 (the "Lease"), attached hereto as Exhibit "A."

B. The Assignor now desires to assign the Lease to the Assignee and the Assignee desires to accept such assignment and assume all of the Assignor's obligations and liabilities thereunder as well as the obligations and liabilities arising from the amendments to the Lease as set forth herein.

NOW, THEREFORE, in consideration of the premises, the sum of ten and 00/100 dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Assignment. The Assignor hereby assigns to the Assignee all of the Assignor's right, title and interest in and to the Lease.
2. Assumption. The Assignee hereby accepts the foregoing assignment and hereby assumes all of the Assignor's obligations under the Lease. The Assignee hereby agrees to pay, perform, and be bound by all of the terms and conditions of the Lease to be performed by the Tenant thereunder, commencing as of the date of this Agreement.
3. Indemnification by Assignor. The Assignor shall indemnify and hold the Assignee harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities, costs, and expenses of every nature whatsoever, including reasonable attorney's fees, relating to the Lease or the Property which arise from the Assignor's activities on or possession of the Property or any act or omission of the Assignor as the "Tenant" under the Lease prior to the date of this Agreement.
4. Indemnification by Assignee. The Assignee shall indemnify and hold the Assignor harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages,

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liabilities, costs, and expenses of every nature whatsoever, including reasonable attorney's fees, relating to the Lease which arise from the Assignee's activities on or possession of the Property or any act or omission of the Assignee as the "Tenant" under the Lease from and after the date of this Agreement.

5. Representations of Assignee. The Assignee represents and warrants to the Assignor that any and all actions, if any, required by the Assignee to authorize the execution and delivery of this Agreement have heretofore been taken, and this Agreement constitutes a valid and binding agreement, enforceable against the Assignee in accordance with the terms hereof.

6. Representations of Landlord. The Landlord represents and warrants to the Assignee that:

- (A) Attached hereto as Exhibit "A" is a true and correct copy of the Lease and any amendments, modifications, supplements or agreements relating thereto, and represents the entire agreement between the Assignor and the Landlord with respect to the Property. The Lease is in full force and effect and has not been amended, modified or supplemented except as shown in Exhibit A and as stated or amended herein.
- (B) The Lease commenced on June 1, 2014, and the current term terminates on May 30, 2024. Assignee acknowledges that the Tenant's Pro Rata Percentage of Real Estate Taxes and Tenant's Pro Rata amount of Property and Casualty Insurance are subject to annual adjustments in accordance with the Lease.
- (C) The Assignor's execution and delivery of this Agreement to the Assignee will not constitute a default under the Lease.
- (D) All notices and other communications under or in connection with the Lease shall be sent to the Assignee in accordance with the Lease at the Premises.

7. Representation of Assignor. The Assignor represents and warrants to the Assignee that:

- (A) Assignor has the right and authority to execute and deliver this Agreement.
- (B) Assignor has made no prior assignments of its interest in the Lease.
- (C) Attached hereto as Exhibit "A" is a true and correct copy of the Lease and all amendments, modifications, supplements, and agreement relating thereto, which represents the entire agreement between Assignor and Landlord with respect to the Subject Property. The Lease is in full force and effect and has not amended,

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modified, supplemented, or altered, except as shown in Exhibit A, and as amended herein.

- (D) No uncured default on the part of the Assignor or the Landlord under the Lease exists, nor does any condition or state of facts exist which, with the giving of notice or the passage of time, or both, would constitute a default by the Assignor or the Landlord under the Lease. The Landlord is holding a security deposit from the Assignor in the amount of \$6,200.00, which Security Deposit will be transferred to the account of the Assignee.
- (E) The Assignor's interest in the Lease is not subject to any lien, security interest, or other encumbrance.

8. Landlord's Consent. Landlord hereby consents to this Agreement, subject to the the following terms and conditions:

- (A) Neither this Agreement, nor Landlord's consent hereto shall:
 - (i) Operate as an approval by the Landlord to or for any of the specific terms, covenants, conditions, provisions, or agreements in any separate assignment agreement, or any other document or agreement between the Assignor and the Assignee, or as a representation or warranty by the Landlord, and the Landlord shall not be bound or estopped thereby;
 - (ii) Be construed to modify, waive, or effect any term, covenant, condition, provision, or agreement of the Lease, or to waive any present or future breach thereof, or any of the Landlord's rights, or to enlarge or increase the Landlord's obligations;
 - (iii) Be construed as a consent by the Landlord to any further assignment of the Lease by Assignee or subletting or other underletting of the Property by the Assignee, and, without limiting the generality of the foregoing, both the Assignor and the Assignee agree that the Assignee has no right whatsoever to assign, mortgage, or encumber the Lease, or to sublet all or any portion of the Property, or permit all or any portion of the Property to be used or occupied by any other party, except in accordance with the Lease. Furthermore, in connection therewith, both the Assignor and the Assignee agree that an assignment by operation of law or a transfer of control of Assignee (including but not limited to a transfer of the controlling interest of the Assignee, if Assignee is a legal entity) shall be deemed to be a prohibited assignment hereunder.

Handwritten signatures and initials:
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H
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- (B) Akber Bhamani, Muhammad Usman Fawzi and Ayesha Fawzi shall deliver a personal guaranty in the form attached hereto as Exhibit C.
- (C) During the remaining balance of the original term of the Lease, Assignor shall continue to be responsible for the compliance by the Assignee of the terms of the Lease and the Assignor shall not be released from its obligations as Lessee under said Lease.
9. Other Provisions:
- (A) Entire Agreement. This Agreement constitutes the sole agreement of the parties with respect to its subject matter. It supersedes any prior written or oral agreement or communication between the parties. It may not be modified except in a writing signed by all the parties.
- (B) Binding Effect. This Agreement binds and inures to the benefit of the parties and their respective heirs, personal representatives, successors, and (where permitted) assignees.
- (C) Severability. If any part of this Agreement is for any reason held to be unenforceable, the rest of it will remain fully enforceable.
- (D) Headings. The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement.
- (E) Applicable Law. The laws of the State of Georgia apply to this Agreement without regard to any choice-of-law rules that might direct the application of the laws of any other jurisdiction.
- (F) Incorporation of Recitals. The recitals set forth above are incorporated into this Agreement by this reference as if fully set forth herein.
- (G) Counterparts. This Agreement may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument, and said counterparts may be delivered by facsimile and electronic mail and shall constitute an original of this Agreement.

[Signatures on following page.]

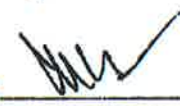
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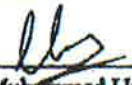
IN WITNESS WHEREOF, the parties have executed this Amendment, Assignment, and Assumption of Lease as of the date first above written.

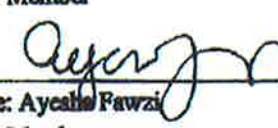
ASSIGNOR:
LINDBERGH TRADERS LLC
a Georgia limited liability company

By: 
Name: Michael Hollingworth
Title: Member

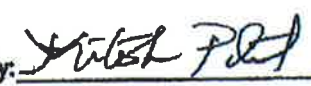
ASSIGNEE:
F&B EDGE ROAD LLC
a Georgia limited liability company

By: 
Name: Akber Bhamani
Title: Member

By: 
Name: Muhammad Usman Fawzi
Title: Member

By: 
Name: Ayeesh Fawzi
Title: Member

LANDLORD:
JAI VINAAYAK, INC.
a Georgia corporation

By: 
Name: Mitesh Patel
Title: President

CITY OF VILLA RICA

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

I (we) F e B Edge Road, LLC
Individual, corporation or partnership applying for license. If corporation or partnership, also list named licensee.

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

701 Edge Road Villa Rica GA 30180
Street Address

Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

Ayesha Fawzi GA DR-052508717
Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Ayesha Fawzi signed his or her
Applicant

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

This 30 day of June 2018.

John D. Long
Notary Public

John D. Long, Long's Notary, LLC
Notary Public Commission #9317
Caddo Parish, Louisiana Ph. (318) 869-3680
MY COMMISSION IS FOR LIFE



CITY OF VILLA RICA

City Council Packet

SUBJECT: VED Enterprises Inc.

CITY COUNCIL AGENDA DATE: September 8, 2020

DATE: August 27, 2020

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to pour / serve alcohol beverages to hotel guests at Days Inn 195 Commerce Drive, Villa Rica, GA 30180.

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

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I make a motion to approve the alcohol beverage application for VED Enterprises Inc. (Days Inn), located at 195 Commerce Drive, Villa Rica, GA 30180



**Planning & Zoning
Community Development Department**

ABL-01-2020

Public Hearing Date

City Council: September 8, 2020

Request: Alcohol Beverage License

Project Description: Pouring / Serving

Applicant: VED Enterprises Inc.
Licensee: Akshay Amin
132 Orchard Park Drive
McDonough, GA 30253

Location: 195 Commerce Drive, Land Lot 158, 6th District, Carroll County, Ward 5

Parcel Number(s): V07 0110096

Current Zoning: C2 (Commercial)

Current Land Use: Hotel / Motel

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 VED Enterprises Inc., (Akshay Amin), for Pouring / Serving alcohol at 195 Commerce Drive.

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

PART I

1. Type of Ownership

☐ Individual

☐ Partnership

☒ Corporation

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

Akshay Amin

Full Name

132 Orchard Park Drive

Address

McDonough, GA
30253

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

VED ENTERPRISES INC.

Federal Tax ID: 82-1835888

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

Full Name	Address	% Interest
AKSHAY AMIN	132 ORCHARD PK DR, MCDONOUGH, GA	100%.

Describe the principle business of the Corporation/Partnership:

HOTEL / MOTEL

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

Full Name	Address
AKSHAY AMIN	132 ORCHARD PK DR, MCDONOUGH, GA

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:

DAY'S INN

4. Address of business for which application is made:

195 COMMERCE DR, VILLARICA, GA, 30180

Phone Number: 770-459-8888

Business

Home

Mailing Address: SAME AS ABOVE

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

PART II

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

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

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

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

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

- ☐ A copy of the Deed to the premises to be licensed, if owned by applicant.
- ☒ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
- ☐ In the case of a Partnership, a copy of the Partnership Agreement.
- ☒ In the case of a Corporation, a copy of the Articles of Incorporation.
- ☐ A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district that has been approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

☒ Yes ☐ No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?

☐ Yes ☒ No

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

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

9. Do you comply with the requirements of Regulation 560-2-2-38 below? ☐ Yes ☒ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

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

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:

- a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No
- b. Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No
- c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No
- d. Convicted of selling alcohol to a minor within the past three (3) years?
☐ Yes ☒ No

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

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

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

NAYAN PATEL	VILLARICA		15 YRS
Name	Residence	Business Address	Number of Years Known

ASHISH PATEL	DOUGLASVILLE		20 YRS
Name	Residence	Business Address	Number of Years Known

HIRAN PATEL	VILLARICA		6 YRS
Name	Residence	Business Address	Number of Years Known

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

INDIA	02-22-1974
Place of Birth	Date of Birth

PART III
VERIFICATION

State of Georgia, Carroll County

I, Ahshay Amin, 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.

Ahshay Amin

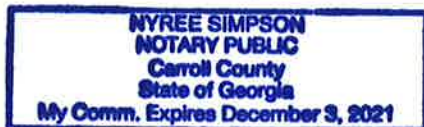
Applicants Signature (FULL NAME IN INK)

I hereby certify that Ahshay Amin 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 27th day of August, 20 20

Nyree Simpson My Commission Expires: December 3, 2021
Notary Public

(Seal)



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, Brian P. Kemp, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

VED ENTERPRISES INC

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on 05/30/2017 by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on 06/02/2017



B. P. Kemp

Brian P. Kemp
Secretary of State

ARTICLES OF INCORPORATION***Electronically Filed***

Secretary of State

Filing Date: 5/30/2017 1:35:22 PM

BUSINESS INFORMATION

CONTROL NUMBER	17059870
BUSINESS NAME	VED ENTERPRISES INC
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	05/30/2017
SHARES	100000

PRINCIPAL OFFICE ADDRESS

ADDRESS	132 ORCHARD PARK DR, MCDONOUGH, GA, 30253, USA
----------------	--

REGISTERED AGENT'S NAME AND ADDRESS

NAME	ADDRESS
AKSHAY AMIN	132 ORCHARD PARK DR, Henry, MCDONOUGH, GA, 30253, USA

INCORPORATOR(S)

NAME	TITLE	ADDRESS
AKSHAY AMIN	INCORPORATOR	132 ORCHARD PARK DR, MCDONOUGH, GA, 30253, USA
NILESHA AMIN	INCORPORATOR	132 ORCHARD PARK DR, MCDONOUGH, GA, 30253, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	AKSHAY AMIN
AUTHORIZER TITLE	Incorporator



City of Villa Rica

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

I (we)

VED Enterprises Inc.

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

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

195 Commerce Drive, Villa Rica, GA 30180

Street Address

Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

[Signature]

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that

A Ishay Amin

signed his or her

Applicant

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

This

27th

day of

August

, 20

20

[Signature]

Notary Public



ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into this 21st day of May, 2017, by and between **Chandni Enterprises Inc.**, a Georgia company ("Seller"), and **Akshay Amin**, a Georgia resident ("Purchaser").

WITNESSETH:

WHEREAS, Seller, is the owner of certain real property located at 195 Commerce Dr. Villa Rica, GA 30180, and located thereon is that certain hotel commonly known as the "Days Inn Villa Rica" (hereinafter referred to as "Hotel").

NOW, THEREFORE, in consideration of One Hundred Dollars (\$100.00) paid from Purchaser to Seller as independent consideration as described herein, the mutual terms and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Advance Payments" shall have the meaning set forth in Section 2.1(d).

"Agreement" means this Asset Purchase Agreement.

"Assets" shall have the meaning set forth in Section 2.1 .

"Assignment" shall have the meaning set forth in Section 2.2.

"Bill of Sale" shall have the meaning set forth in Section 2.2.

"Buildings" shall have the meaning set forth in Section 2.1(a).

"Bookings" shall have the meaning set forth in Section 2.1(f).

"Closing" shall mean the closing of the transaction contemplated hereby.

"Closing Date" means the date on which the Closing shall occur as determined under Section 10.

"Code" means the Internal Revenue Code of 1986, as amended, together with the rules and regulations promulgated thereunder.

"Commitment" shall have the meaning set forth in Section 5.1.

"Deed" shall have the meaning set forth in Section 2.2.

"Earnest Money" shall have the meaning set forth in Section 3.2.

"Effective Date" shall mean the date this Agreement is fully executed by

Purchaser and Seller.

“Hotel” shall have the meaning set forth in the recitals of this Agreement.

“Independent Consideration” shall have the meaning set forth in Section 3.5.

“Inventory” shall have the meaning set forth in Section 2.1 (c).

“Land” shall have the meaning set forth in Section 2.1(a).

“Operating Agreements” shall have the meaning set forth in Section 2.1(e).

“Permitted Exceptions” shall have the meaning set forth in Section 5.3.

“Purchase Price” shall have the meaning specified in Section 3. 1.

“Purchaser” means Akshay Amin and its successors and assigns.

“Real Property” shall have the meaning set forth in Section 2.1(a).

“Roadway Land” shall have the meaning set forth in Section 2.1(a).

“Seller” means Chandani Enterprise Inc. and its successors and assigns.

“Survey” shall have the meaning set forth in Section 5.2.

“Tangible Personal Property” shall have the meaning set forth in Section 2.1(b).

“Title Objections” shall have the meaning set forth in Section 5.3.

“Transfer Documents” shall have meaning set forth in Section 2.2.

“Financing Contingency” shall have meaning set forth in Section 3.3.

2. Sale of Assets by Seller.

2.1 Sale of Assets. Seller hereby agrees that Seller will, at the Closing and in the manner specified in Section 2.2 of this Agreement, sell, convey, transfer, assign and deliver to Purchaser, and Purchaser hereby agrees that, at the Closing, Purchaser will purchase from the Seller all the following (collectively, the “Assets”):

(a) all that certain real property more particularly described as follows: (i) that certain plot, piece and parcel of land more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “Land”); (ii) any and all buildings, structures and similar improvements now or hereafter erected on, over, upon or under the Land, (the “Buildings”); and (iii) all right, title and interest, if any, of Seller in and to any land lying in the bed of any street, road, avenue or alleyway, open or proposed, in front of or adjoining the Land (the “Roadway Land”) (the assets specified in (i) through (iii) collectively, the “Real

Property”);

(b) all right, title and interest, if any, of Seller in and to all of the furniture, furnishings, fixtures, equipment, fittings, machinery apparatus, signage, appliances, draperies, carpeting and other similar articles of tangible personal property used in connection with the Hotel and located on or attached to the Real Property on the Closing Date (collectively, the “Tangible Personal Property”);

(c) all right, title and interest, if any, of Seller in and to all merchandise, inventories, materials and supplies used or held for use in connection with and located on the Closing Date at the Real Property (collectively, the “Inventory”);

(d) all right, title and interest, if any, of Seller in and to all reservation and advance booking deposits and guest security deposits (including interest, if any, accrued thereon) for guests or future guests of the Hotel existing on the Closing Date (the “Advance Payments”);

(e) to the extent assignable, all of Seller’s right, title and interest, if any, in and to all service contracts, vendor agreements, maintenance agreements, utility contracts, cable service agreements, advertising agreements, personal property leases and similar Operating agreements relating to the operation of the Hotel and in effect on the Closing Date, including, without limitation, those described on Exhibit B attached hereto and incorporated herein by this reference (collectively, the “Operating Agreements”); and

(f) to the extent assignable, all of Seller’s right, title and interest, if any, in and to all contracts, if any, for the use or occupancy of guest rooms and meeting and banquet facilities at the Hotel in effect on the Closing Date (collectively, the “Bookings”); and

(g) any and all accounts receivables.

2.2 Transfer of Assets. Seller’s transfer and sale of the Assets hereunder will be effected by the delivery by Seller to Purchaser at the Closing of a special warranty deed for the Real Property (the “Deed”), a bill of sale for the Tangible Personal Property, the Inventory and the Advance Payments (the “Bill of Sale”) and an assignment for the Operating Agreements and the Bookings (which shall include therein an assumption by Purchaser of all liabilities of Seller under the Operating Agreements and the Bookings) (the “Assignment”), all in form and substance reasonably acceptable to Purchaser and Seller (the Deed, the Bill of Sale and the Assignment being referred to herein as the “Transfer Documents”).

3. Purchase Price and Adjustments; Earnest Money and Financing; Independent Consideration.

3.1 Price. The total purchase price for the Assets shall be Two Million Two Hundred and Fifty Thousand and No/100 Dollars (\$2,250,000.00) (the “Purchase Price”). Purchaser shall pay the Purchase Price in ready available funds, delivered to the Seller or Seller’s designee at Closing, subject to the Earnest Money and prorations and allocations.

3.2 Earnest Money. Two days from the Effective Date,

Purchaser shall deposit with Seller the sum of Twenty Five Thousand and No/100 Dollars (\$25,000.00) as earnest money (the "Earnest Money"). At Closing, the Earnest Money shall be applied against the Purchase Price. If the transaction contemplated by this Agreement is not consummated in accordance with the terms and provisions of this Agreement, the Earnest Money thereon shall be held and delivered by the Purchaser as hereinafter provided.

3.3 Financing. Purchaser is to obtain a financing commitment within Ninty (90) days from the Effective Date. The 90 day term is considered the "Financing Contingency Term" and the Earnest Money will be refunded to the Purchaser in the event financing is denied for What so ever reason or it is determined to offer unacceptable terms at the discretion of the Purchaser, including a requirement for more than fifteen percent (15%) of the loan amount as a down payment. ~~Purchaser shall have right to terminate with written notice to seller and the earnest money shall be refunded within one business day after receipt of notice. After the 90 day Financing Contingency Term the Earnest Money is not refunded. Seller will give additional 30 days in an event the financing bank requires additional time to close on the deal then this additional 30 days will be added to the financing contingency and the earnest money shall be refundable during this time. During the financing contingency the seller shall be required to provide anything needed by the financing bank, which includes full cooperation of seller. If the seller does not cooperate with the purchaser in anyway then the purchaser shall have the right to terminate this agreement during the financing contingency receive full refund of earnest money.~~

3.4 ~~Purchase Price Adjustments.~~ The Purchase Price shall be increased by:

(i) any cash on hand at the Hotel when Purchaser takes possession (any sums shall be counted by representatives of Seller and Purchaser on the Closing Date);

(ii) any revenue generated by the operation of the Hotel through and including the night before the Closing Date (including accounts receivable with respect to guests of the Hotel then in occupancy which in the normal course of business would be received after the Closing and other accounts receivables) (the amount of such revenue to be determined by representatives of Seller and Purchaser on the Closing Date);

(iii) amounts paid prior to Closing for any ad valorem real estate taxes and assessments relating to the Real Property on account of any period from and after 12:01 a.m. of the Closing Date;

(iv) personal property taxes, gross receipts taxes or other similar taxes, if any, relating to the Assets paid prior to Closing on account of any period from and after 12:01 a.m. of the Closing Date;

(v) amounts paid prior to Closing under the Operating Agreements on account of any period from and after 12:01 a.m. of the Closing Date; and

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(vi) any other charges or fees customarily prorated by a credit to the seller in the jurisdiction in which the Real Property is situated, on customary terms.

The Purchase Price shall be decreased by:

- (i) any Advance Payments retained by Seller;
- (ii) unpaid ad valorem real estate taxes and assessments relating to the Real Property on account of any period prior to 12:01 a.m. of the Closing Date;
- (iii) unpaid personal property taxes, gross receipts taxes or other similar taxes, if any, relating to the Assets payable on account of any period prior to 12:01 a.m. of the Closing Date;
- (iv) unpaid amounts payable under Operating Agreements for any period prior to 12:01 a.m. of the Closing Date; and
- (v) any other charges or fees customarily prorated by a charge to the seller in the jurisdiction in which the Real Property is situated, on customary terms.

The intent of the foregoing is to credit or charge, as the case may be, Seller with all revenues and expenses respecting the Assets which are attributable to operations before the Closing Date and to credit or charge, as the case may be, Purchaser with all such revenues and expenses attributable to operations on and after the Closing Date.

3.6 Post-Closing Adjustments. If the calculation of an item listed in Section 3.3 above shall prove to be incorrect or either party discovers an item which should have been included in the adjustments but which was omitted therefrom, the party in whose favor the error or omission was made shall pay the sum necessary to correct such error or omission to the other party promptly following receipt of proof of such error or omission from such other party, provided that such proof is delivered to the party from whom payment is requested within thirty (30) days of the Closing Date.

If the amount of real estate tax or assessments for the current year is not known on the Closing Date, then the taxes or assessments shall be apportioned on the basis of the taxes (as abated, if applicable) assessed for the preceding year. The amounts as computed shall be adjusted within thirty (30) days after final tax assessment and tax rates are determined. If Purchaser fails to notify the Seller in writing of any necessary adjustments based on the final assessment and tax rates with such 30-day period, Purchaser shall be deemed to have waived its rights to any adjustments of the tax assessments apportioned between Seller and Purchaser at Closing.

The provisions of this Section 3.4 shall survive Closing.

Purchaser on the Closing Date and Seller shall relinquish its use of or claims to any and all intangible Assets on the Closing Date.

5. Title; Survey.

5.1 Title Commitment. Purchaser will, within Ninety (90) days from the Effective Date, at Purchaser's expense, cause a title and a UCC examination to be made of the Property to issue and to deliver to Purchaser, with a copy to Seller, a title commitment regarding the Real Property (the "Commitment").

5.2 Survey. Purchaser may, at Purchaser's expense, cause a surveyor to prepare and to deliver to Purchaser, with a copy to Seller, a current survey of the Land (the "Survey").

5.3 Permitted Exceptions. On or before ninety (90) days after the Effective Date, Purchaser shall provide Seller with written notice of any objections which Purchaser has to exceptions shown on the Commitment or any condition of the Real Property as revealed by the Survey. All objections raised by Purchaser in the manner herein provided are hereafter called "Title Objections." Seller shall have no obligation to cure or remove any Title Objections. Within five (5) days of receipt of Purchaser's Title Objections, Seller will deliver written notice to Purchaser specifying those Title Objections which Seller is unable or unwilling to cure or remove. If Seller notifies Purchaser that Seller will not cure or remove any one or more of the Title Objections or if Seller fails to respond to Purchaser's written notice to Seller specifying Purchaser's Title Objections within the time period specified in the preceding sentence, then Purchaser may, on or before five (5) days after Seller's delivery to Purchaser of such notice or five (5) days after the last day for Seller to respond to Purchaser's written notice to Seller specifying Purchaser's Title Objections, as applicable, terminate this Agreement by giving Seller written notice of termination. Thereafter, the Earnest Money and all earnings thereon shall be returned to Purchaser, and Seller and Purchaser shall be released and relieved of all further obligations, liabilities and claims hereunder. If Purchaser fails to give written notice of termination within such five (5) day period, all Title Objections shall be deemed waived. The term "Permitted Exceptions" as used herein shall mean: (a) all exceptions which are set forth in the Commitment and all matters shown on the Survey which are not timely objected to by Purchaser during the objection period herein provided; and (b) any exceptions or conditions made the subject of Title Objections which are waived or deemed waived by Purchaser.

6. Representations and Warranties.

6.1 Representations and Warranties of Seller. Seller represents and warrants to Purchaser, as of the date of this Agreement and as of the Closing Date, as follows:

(a) Valid Formation and Standing; Qualification To Do Business; Authorization. Seller is duly qualified to transact business and is in good standing in the State of Georgia if the conduct of its business requires such qualification, with full power and authority to own or hold under lease, as appropriate, the Assets. The execution, delivery and performance of this Agreement, the Transfer Documents and all other documents and instruments required hereby by Seller are within its power and have been duly authorized by all

necessary action by Seller.

(b) Binding Agreement. This Agreement constitutes a valid obligation legally binding on and enforceable against Seller. This Agreement has been duly executed by Seller.

(c) No Breach. Neither entering into this Agreement, nor consummating the transaction provided for herein, will result in the imposition of any lien on the Assets or constitute a violation or breach by Seller of any lien, deed of trust, agreement or other instrument affecting the Assets or to which Seller is a party or by which Seller is bound.

(d) Non-Foreign Persons. Seller is not a foreign person as such term is defined in Section 1445 of the Code.

(e) Brokers. No brokers, finders or similar agents acting on behalf of Purchaser are entitled to any brokerage commission, finder's fee or any similar compensation in connection with this Agreement or the transaction contemplated hereby by Seller. Purchaser agrees to hold Seller harmless from any damage, causes of action or liability arising out of or in connection with the Purchaser's brokers.

6.2 Waiver. To the extent applicable and permitted by law (without admitting such applicability), Purchaser, as a material inducement to Seller to enter into this Agreement and the transaction contemplated hereby, Purchaser presents and warrants to Seller that Purchaser is acquiring the Assets for commercial or business use, has knowledge and experience in financial and business matters that enable Purchaser to evaluate the merits and risks of the transaction herein contemplated, and that Purchaser has been represented by counsel in connection with this transaction as contemplated herein.

6.3 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, as of the date of this Agreement and as of the Closing Date, as follows:

(a) Binding Agreement. This Agreement constitutes a valid obligation, legally binding on and enforceable against Purchaser. This Agreement has been duly executed by Purchaser in accordance with its terms, and the consummation of the transaction contemplated hereby at Closing has been duly and validly authorized by all necessary and appropriate action by Purchaser.

7. Covenants of Seller and Purchaser.

7.1 Access and Information. Between the date of this Agreement and the Closing Date, Seller will: (i) provide to Purchaser, during normal business hours, upon reasonable advance notice, free and full access to the Hotel and the other Assets (but not the books and records relating to the operation of the Hotel); (ii) provide to Purchaser information regarding tax payments and rates to the extent required by applicable law; and (iii) cooperate fully with any review, investigation or examination made by Purchaser and. Purchaser shall

have the right to undertake a complete physical inspection of the Real Property and to perform or have performed engineering and environmental tests as necessary, provided however, Purchaser shall not conduct any intrusive testing (including but not limited to ESA Phase II) without the prior written consent of the Seller.

All inspections shall be conducted at such times and in such a manner as to minimize the disruption to Seller's business being conducted on the Real Property. All materials delivered to Purchaser and all results, information and reports generated from Purchaser's inspections shall be held in strict confidence and no copies of such materials, results, information or reports shall be given to anyone (other than employees and agents of Purchaser or its assigns, or any potential lenders or partners of Purchaser, who shall also agree to keep such results, information and reports confidential) without the prior written approval of Seller. The provisions of this paragraph shall survive the Closing or any termination of this Agreement, as applicable.

7.2 Conduct of Business. Between the date hereof and the Closing Date, except as otherwise expressly approved in writing by Purchaser, Seller shall operate the Hotel only in the ordinary course thereof consistent with past practice. Seller will, consistent with conducting its business in accordance with reasonable business judgment, preserve the business of the Hotel intact, use reasonable efforts (if requested by Purchaser in writing on or prior to the Closing Date) to keep available to Purchaser the services of the present employees at the Hotel (except those dismissed for cause or those who voluntarily discontinue their employment) and preserve for Purchaser the goodwill of the suppliers, customers and others having business relations with Seller in connection with the Hotel. Seller shall not dispose of any of the Tangible Personal Property except in the ordinary course of business consistent with past practice.

8. Other Agreements.

8.1 Destruction of Assets. If, as of the Closing Date, the Assets have suffered significant (which for this purpose means the cost to repair would exceed Fifty Thousand Dollars (\$50,000)) loss or damage on account of fire, flood, earthquake, accident, act of war, civil commotion or other similar cause or event occurring after the expiration of the Inspection Period, Purchaser shall have the right to:

(a) terminate this Agreement by giving written notice to Seller within ten (10) calendar days after the date Purchaser receives notice of such loss or damage; or

(b) consummate the purchase of the Assets hereunder, in which event Purchaser shall be entitled to all insurance or other proceeds payable by reason of such loss or damage to the Assets, but there shall be no reduction in the Purchase Price. In an event the property suffers less than \$ 50,000.00 in damage then the seller will repair the property in condition as it was when signing of this agreement, and if the seller does not repair the damage then the purchase shall have the right to terminate the agreement and receive full refund of the earnest money.

In the event Purchaser timely elects to terminate this Agreement pursuant to subparagraph (a) above, thereafter, the Earnest Money and all earnings thereon shall be returned to Purchaser, and Seller and Purchaser shall be released and relieved of all further obligations, liabilities and claims hereunder. If Purchaser fails to give written notice of termination within such ten (10) day period, Purchaser shall be deemed to have elected to consummate the purchase of the Assets hereunder.

8.2 Time of Essence. Time is of the essence of this Agreement, and all dates and time periods specified herein shall be strictly observed.

8.3 Employment Matters. At Closing, all people working at the Hotel shall cease to be employees of Seller, and Seller shall pay all costs associated with the termination of all such employees, including, but not limited to, severance pay, vacation pay and contribution to benefit plans. To the extent that any employees are hired by Purchaser on or after the Closing Date, Purchaser shall be responsible for payment of all wages and benefits of such employees with regard to all periods of time from and after the Closing Date. From the date hereof to the Closing Date, Seller shall not make any material changes to the terms and conditions of employment of the employees, except for normal salary and wage increases made in the ordinary course of business, consistent with past practice, or as may be required under any agreements applicable to the employees. In the event that Purchaser hires any such employees ~~on or after the Closing Date and thereafter elects to terminate any such employees, all costs~~ related to such termination, including, but not limited to, severance pay, vacation pay and contributions to benefit plans, shall be borne by Purchaser, and Purchaser shall defend, indemnify and hold Seller harmless from and against any and all loss, expense (including, without limitation, reasonable attorney fees and court costs arising from the enforcement of this indemnity), damage and liability arising from the termination of any such employees hired by Purchaser on or after the Closing Date and thereafter terminated. This Section 8.3 shall survive the Closing.

9. Inspection Period; Post Termination Obligations.

9.1 Inspection Period. Purchaser has thirty (30) days commencing at the Effective Date to complete all necessary due diligence. The property shall be accessible to the Purchaser during the 30 days to complete any and all inspection(s) at Purchaser's cost. During the 30 day Inspection Period Purchaser may terminate this agreement at Purchaser's discretion and shall be refunded the full Earnest Money Deposit upon written notice of Termination to the Seller within the 30 day Inspection Period, thereafter the Earnest Money Deposit shall not be ~~refunded under the Inspection Period Provision (9.1) and will be Seller's compensation for~~ suspending marketing of the property to other potential buyers.

9.2 Purchaser's Post Termination Obligations. All costs and expenses related to Purchaser's inspection of the Assets shall be paid for by Purchaser, and Purchaser agrees to indemnify and hold Seller harmless from and against all such costs and expenses. Purchaser shall not permit any liens to attach to the Assets by reason of the exercise of Purchaser's inspection rights hereunder. Purchaser agrees that if Seller or Purchaser terminates this Agreement under any right granted hereunder, Purchaser will: (i) restore the Assets to the

condition which existed prior to any inspections, tests or other activities of Purchaser thereon to the extent that the condition of the Assets was adversely affected by such inspections, tests or other activities of Purchaser; (ii) indemnify and hold Seller and the owner of the Assets harmless from and against any and all liens by contractors, subcontractors, material men or laborers performing work or tests for Purchaser and from and against any and all claims for damages by third parties for damage to property or personal injuries arising out of or attributable to the conduct of such work and tests and/or any other activities of Purchaser or Purchaser's employees or agents; (iii) pay or reimburse Seller for the payment of any expenses (including attorney fees and court costs) incurred by Seller in connection with any of the foregoing; and (iv) deliver to Seller copies of all third-party studies, reports, surveys, tests and other materials of any kind or nature generated for Purchaser in connection with Purchaser's inspection of the Assets. The foregoing obligations of Purchaser, together with Purchaser's obligations to maintain the confidentiality of certain matters as specified in Section 21 are referred to herein collectively as the "Post Termination Obligations." Notwithstanding any provision herein to the contrary, it is agreed and understood that a termination of this Agreement under any right granted hereunder shall terminate all obligations of Seller to sell the Assets and all obligations of Purchaser to purchase the Assets, but such termination shall not terminate the provisions in this Agreement relating to the Post Termination Obligations. The Post Termination Obligations shall survive any termination this Agreement and shall be fully binding upon Purchaser and enforceable by Seller until and unless Seller gives to Purchaser a written release which specifically references the Post Termination Obligations and which expressly waives or releases all claims in connection therewith. The obligations of Purchaser set forth in (ii) and (iii) of the third sentence of this Section 9.2 shall survive the Closing.

10. Closing. The Closing shall be held at the offices of the Seller's counsel, or at such other place as the parties shall mutually agree no later than One Hundred (100) days after the Effective Date.

11. Indemnification.

11.1 By Seller. Seller shall defend, indemnify and hold Purchaser harmless from and against any loss, cost, damage and expense, including judgments and reasonable attorney's fees, which may be suffered or incurred by Purchaser by reason of (i) any amount due for any liability of Seller relating to third party claims for breach of contract incurred or attributable to the operation or ownership of the Real Property prior to the Closing Date; and (ii) any amount due for any liability of Seller relating to a third party claim for tort liability incurred or attributable to the operation or ownership of the Real Property prior to the Closing Date. The foregoing shall survive the Closing of the transaction contemplated hereby.

11.2 By Purchaser. Purchaser shall defend, indemnify and hold Seller harmless from and against any loss, cost, damage and expense, including judgments and reasonable attorney's fees, which may be suffered or incurred by Seller by reason of (i) any amount due for any liability of Purchaser relating to a third party claim for breach of contract incurred or attributable to the operation or ownership of the Property on or after the Closing Date, or (ii) for any amount due for any liability of Purchaser relating to a third party claim for tort liability incurred or attributable to the operation of the Hotel or ownership of the Real Property on or

after the Closing Date. The foregoing shall survive the Closing of the transaction contemplated hereby.

12. Bulk Sales and Sales Taxes.

12.1 Bulk Sales. Seller covenants and agrees to indemnify, hold harmless and defend Purchaser from, for and against any liability, damage, loss, deficiency or expenses (including reasonable attorney's fees) which Purchaser may suffer or sustain as a result of any claims made by creditors of Seller against Purchaser as a result of a failure of Seller to comply with any applicable bulk sales acts in effect in the State of Georgia or similar laws of any state or commonwealth. The foregoing shall survive Closing.

12.2 Sales Taxes. In the event any sales or use tax or tax in the nature of a sales or use tax is assessed against Purchaser or Seller as a result of the transaction contemplated by this Agreement, Purchaser agrees to pay such tax. The foregoing shall survive Closing.

13. Closing Costs and Expenses. Purchaser shall pay or cause to be paid (a) ~~all costs of recording the Deed, including, without limitation, (b) all costs of the Commitment~~ and any title policy issued based thereon, (c) all costs of the Survey, (d) all costs of the Environmental Audit and the Engineering Report, and (e) all costs incurred by Purchaser in inspecting the Assets. Each party shall be responsible for the payment of its own attorney's fees, copying expenses and other costs incurred in connection with the negotiation of this Agreement and the consummation of the transaction contemplated hereunder. Seller shall pay the real estate transfer tax.

14. Franchise Costs. Purchaser agrees to pay the franchise transfer costs according to Days Inn requirements. If the Days Inn transfer costs exceeds ~~\$150,000.00~~ ^{\$200,000} as stated by the seller than the purchaser shall have the right to terminate this agreement during the ~~entire 100 day period and receive full refund of the earnest money.~~ ^{CM} ^{WCP} Franchise cost transfer will include: Application fee, Franchise Fee, and Property Improvement Plan (PIP).

15. Remedies.

15.1 Purchaser's Remedies. Notwithstanding any provision of this Agreement to the contrary, if Seller fails or refuses to timely comply with Seller's obligations hereunder, Purchaser, as Purchaser's sole and exclusive remedies, shall have the following options: (1) to ~~terminate this Agreement by giving Seller timely written notice of such election prior to or at~~ Closing, and thereupon this Agreement shall terminate, and Purchaser shall be entitled to the return of the Earnest Money and all earnings thereon, and Seller and Purchaser shall be relieved and released of all further obligations, claims and liabilities hereunder; (2) to waive, prior to or at Closing, as applicable, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; or (3) to enforce specific performance of Seller's obligations hereunder; provided, however, that no such action in specific performance shall seek to require Seller to (a) change the condition of the Assets or restore the Assets or any part thereof following any fire, other casualty or

condemnation or remediate any environmental matter; (b) expend money or post a bond to remove or correct any Title Objection; or (c) secure any permit, approval or consent with respect to the Assets or Seller's conveyance of the Assets.

15.2 Seller's Remedies. Notwithstanding any provision of this Agreement to the contrary, ~~if Purchaser fails or refuses to timely comply with Purchaser's obligations~~ hereunder or is unable to do so as the result of Purchaser's act or failure to act, Sellers shall have the following options: (i) to enforce specific performance of Purchaser's obligations hereunder, or (ii) to terminate this Agreement and (a) retain the Earnest Money and all earnings thereon; and (b) recover additional damages with respect to any failure by Purchaser to comply with Purchaser's obligations.

15.3 Attorney's Fees. In the event of any default by either Seller or Purchaser, the prevailing party in any dispute shall be entitled to recover from the non-prevailing party reasonable attorney's fees, expenses and costs of court.

16. Notices. Any notice, request or other communication to be given by any party hereunder shall be in writing and will be deemed effective upon (i) deposit in the United States Registered or Certified Mail, postage prepaid, return receipt requested, or (ii) upon delivery to an overnight courier service or (iii) upon delivery in person, or (iv) upon sending via electronic mail, addressed to such party as follows:

If to Seller, then to:

Days Inc
195 Commerce St.
Village Ridge, GA 30180.

If to Purchaser, then to:

Akshay Amin
132 Orchard Park Dr.
McDonough, GA 30253

or to such other addresses as the parties shall from time to time designate by like notice.

17. No Third Party Rights. The provisions of this Agreement shall not entitle any party not a signatory of this Agreement to any rights as a third party beneficiary, or

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otherwise, it being the specific intention of the parties hereto to preclude any and all non-signatory parties from any such third party beneficiary rights, or any other rights whatsoever.

18. Saturdays, Sundays, Holidays. If any date or time period specified herein shall be on or expire on a date which is a Saturday, Sunday or a day which is widely recognized as a legal holiday in the State of Georgia, such date or time period shall be deemed to be extended to the next immediately following business day.

19. Representation by Counsel. The parties acknowledge that each party to this Agreement has been represented by counsel or the opportunity to be represented by counsel. This Agreement shall be construed without regard to any presumption or rule requiring that it be construed or constructed against the party who has drafted or caused the Agreement to be drafted.

20. Notice by Counsel. Anything contained in this Agreement to the contrary notwithstanding, all notices pursuant to this Agreement, whether from Seller to Purchaser or from Purchaser to Seller, will be effective if executed by and sent by the attorney of the party sending such notice. Purchaser and Seller hereby agree that if a notice is given hereunder by counsel, such counsel may communicate directly in writing with all principals, as may be required to comply with the notice provisions of this Agreement.

21. No Recordation. Seller and Purchaser hereby acknowledge that neither this Agreement nor any memorandum, affidavit or other instrument evidencing this Agreement or relating hereto (other than the closing documents contemplated hereunder) shall ever be recorded in the Real Property Records of Douglas County, Georgia, or in any other public records (other than in connection with a suit to enforce this Agreement or to seek a remedy provided in this Agreement).

22. Confidentiality. Purchaser shall not make any public pronouncements, issue any press releases or otherwise publicly disseminate information concerning the execution of this Agreement or the closing of the transaction contemplated herein without the prior and express written consent of Seller. The provisions of the preceding sentence shall survive the closing or any termination of this Agreement, as applicable.

23. Assignment. This Agreement may be assigned by Purchaser to any entity in which the Purchaser has at least 10% partnership.

24. General. This Agreement sets forth the entire agreement and understanding of the parties in respect of the transaction contemplated hereby and supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by Seller or Purchaser which is not embodied in this Agreement, the Transfer Documents or other documents delivered pursuant hereto or in connection herewith. All of the terms, covenants, representations, warranties and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by, the parties hereto, their respective successors, the assigns of Seller and the permitted assigns of Purchaser, this Agreement and the rights and obligations hereunder not being assignable by Purchaser except as set forth in Section 22. This Agreement may be

amended, modified or canceled, and any of the provisions hereof may be waived, only by a written instrument executed by both parties hereto, and in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any provision, or of any breach of any provision, of this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of such provision or breach of any other provision or breach. The invalidity of all or any part of any provision of this Agreement shall not render invalid the remainder of such provisions. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Georgia without regard to choice of law provisions and all parties to this agreement submit to personal jurisdiction and venue of Douglas County, Georgia. The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof. Wherever appropriate, the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice versa. All warranties and representations set forth herein shall survive the Closing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed, all as of the date first above written.

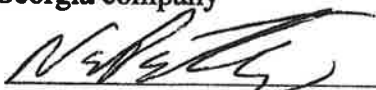
PURCHASER:

AKSHAY AMIN

By: 
Name: AKSHAY AMIN
Title: PRESIDENT

SELLER:

CHANDNI ENTERPRISES INC.
a Georgia company

By: 
Nayan K. Patel,
it's president



CITY OF VILLA RICA

City Council Packet

SUBJECT: Fong's Asian Market Inc.

CITY COUNCIL AGENDA DATE: September 8, 2020

DATE: August 27, 2020

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to off on site consumption and retail of packaged beer and wine alcoholic beverages at Fong's Asian Market Inc., 215 W. Wilson Street, Suite 219, Villa Rica, GA 30180

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

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I make a motion to approve the alcoholic beverage application for Fong's Asian Market Inc., located at 215 W. Wilson Street, Suite 219, Villa Rica, GA 30180.



Public Hearing Date

City Council: September 8, 2020

Request: Alcohol Beverage License

Project Description: On-site consumption & Retail Sale of Packaged Beer & Wine

Applicant: Fong's Asian Market Inc.
Licensee: Lai Fong Wong (Wendy Wong)
2966 Kaley Drive
Kennesaw, GA 30152

Location: 215 W. Wilson Street, Suite 219, Land Lot 161, 6th District, Carroll County, Ward 3

Parcel Number(s): V07 0070010

Current Zoning: CBD (Commercial Business)

Current Land Use: Restaurant

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 CBD.

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 Fong's Asian Market Inc., (Lai Fong Wong aka Wendy Wong), on-site consumption and retail of packaged beer and wine license at 215 W. Wilson Street, Suite 219.

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

PART I

1. Type of Ownership

☐ Individual

☐ Partnership

☒ Corporation

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

Full Name Address

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

Fong's Asian Market Inc
Federal Tax ID: 84-2679733

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

Full Name Address Address 2964 Hwy 90 Kenner, LA 70152
100 % Interest 30152

Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Describe the principle business of the Corporation/Partnership:

Restaurant

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

Full Name Address

2. Is the above address your legal and bona-fide place of domicile? ☒ Yes ☐ No

3. Trade Name of business for which application is made:

Fong's Asian Market Inc.

4. Address of business for which application is made:

215 W. Kilson Street Suite 219

Phone Number: 253-433-1037 762-244-3238
Business Home

Mailing Address: same as business

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

PART II

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

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

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

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

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

- ☐ A copy of the Deed to the premises to be licensed, if owned by applicant.
☒ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
☐ In the case of a Partnership, a copy of the Partnership Agreement.
☒ In the case of a Corporation, a copy of the Articles of Incorporation.
☐ A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district that has been approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

☒ Yes ☐ No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?

☒ Yes ☐ No

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

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

9. Do you comply with the requirements of Regulation 560-2-2-38 below? ☒ Yes ☐ No
Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

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

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:

- a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No
- b. Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No
- c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No
- d. Convicted of selling alcohol to a minor within the past three (3) years? ☐ Yes ☒ No

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

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

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

Name	Residence	Business Address	Number of Years Known
------	-----------	------------------	-----------------------

Name	Residence	Business Address	Number of Years Known
------	-----------	------------------	-----------------------

Name	Residence	Business Address	Number of Years Known
------	-----------	------------------	-----------------------

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

Place of Birth	Date of Birth
----------------	---------------

PART III
VERIFICATION

State of Georgia, Carroll County

I, Wendy Klong, 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.

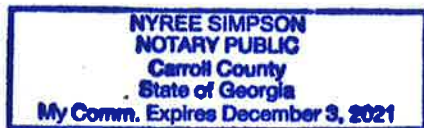
Lai Fong Klong
Applicants Signature (FULL NAME IN INK)

I hereby certify that Wendy Klong (Lai Fong Klong) 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 27th day of August, 20 20

Nyree Simpson My Commission Expires: December 3, 2021
Notary Public

(Seal)



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

I, **Brad Raffensperger**, the Secretary of State and the Corporation Commissioner of the State of Georgia, hereby certify under the seal of my office that

FONG'S ASIAN MARKET INC

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **08/06/2019** by the filing of articles of incorporation in the Office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta
and the State of Georgia on **08/09/2019**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF INCORPORATION

Electronically Filed

Secretary of State

Filing Date: 8/6/2019 4:46:11 PM

BUSINESS INFORMATION

CONTROL NUMBER	19106897
BUSINESS NAME	FONG'S ASIAN MARKET INC
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	08/06/2019
SHARES	800000

PRINCIPAL OFFICE ADDRESS

ADDRESS	2966 KALEY DR NW, KENNESAW, GA, 30152, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
NARONGSAK KETPONGLARD	2966 KALEY DR NW, KENNESAW, GA, 30152, USA	Cobb

INCORPORATOR(S)

NAME	TITLE	ADDRESS
JINGSONG ZHOU	INCORPORATOR	3500 DULUTH PARK LN, STE 500, DULUTH, GA, 30096, USA

OPTIONAL PROVISIONS

SHAREHOLDER OF THE CORPORATION IS AS FOLLOWS: NARONGSAK KETPONGLARD, 2966 KALEY DR NW, KENNESAW, GA, 30152, OWNERSHIP: 100%.

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	JINGSONG ZHOU
AUTHORIZER TITLE	Incorporator

STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

Annual Registration

Electronically Filed

Secretary of State

Filing Date: 08/19/2019 12:10:03

BUSINESS INFORMATION

BUSINESS NAME : FONG'S ASIAN MARKET INC
CONTROL NUMBER : 19106897
BUSINESS TYPE : Domestic Profit Corporation

BUSINESS INFORMATION CURRENTLY ON FILE

PRINCIPAL OFFICE ADDRESS : 2956 KALEY DR NW, KENNESAW, GA, 30152, USA
REGISTERED AGENT NAME : NARONGSAK KETPONGLARD
REGISTERED OFFICE ADDRESS : 2966 KALEY DR NW, KENNESAW, GA, 30152, USA
REGISTERED OFFICE COUNTY : Cobb

UPDATES TO ABOVE BUSINESS INFORMATION

PRINCIPAL OFFICE ADDRESS : 2966 KALEY DR NW, KENNESAW, GA, 30152, USA
REGISTERED AGENT NAME : NARONGSAK KETPONGLARD
REGISTERED OFFICE ADDRESS : 2966 KALEY DR NW, KENNESAW, GA, 30152, USA
REGISTERED OFFICE COUNTY : Cobb

OFFICER	TITLE	ADDRESS
NARONGSAK KETPONGLARD	CEO	2966 KALEY DR NW, KENNESAW, GA, 30152, USA
FONG LAI WONG	CFO	2966 KALEY DR NW, KENNESAW, GA, 30152, USA
NARONGSAK KETPONGLARD	Secretary	2966 KALEY DR NW, KENNESAW, GA, 30152, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE : JINGSONG ZHOU
AUTHORIZER TITLE : Attorney In Fact



City of Villa Rica

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

I (we) Fong's Asian Market Inc.
Individual, Corporation or Partnership applying for license. If Corporation or Partnership, also list named Licensee.

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

215 W. Wilson Street Suite 219
Street Address

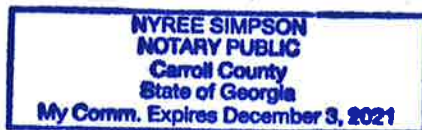
Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

Lai Fong Klong
Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that Lai Fong Klong signed his or her
Applicant

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

This 27th day of August, 20 20.
Nyree Simpson
Notary Public



AFFP
FONG'S ASIAN MARKET -LIQ LICEN

Affidavit of Publication

VR CITY HALL
AUG 10 2020 PM3:06

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

Notice of Application for
Alcohol Beverage
(Packaged Beer and
Wine Licensing)

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:

July 31, 2020

Fong's Asian Market Inc., licensee number 923191 has filed an application to sell alcoholic beverages on the premises of 215 W. Wilson Street, Suite 219, Villa Rica, GA 30180, as a restaurant. A public hearing on the application will be held on Tuesday, August 11, 2020 at 6:00 pm at the Holt Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at (678) 840-1224.

Publisher's Fee: \$ 20.00

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

SIGNED:

Subscribed to and sworn to me this 31st day of July 2020.

Notary Public, Carroll County, Georgia



40025917 40374819 (770)459-7003

CITY CLERK
CITY OF VILLA RICA 140
571 WEST BANKHEAD HIGHWAY
VILLA RICA, GA 30180

COMMERCIAL LEASE AGREEMENT

**STATE OF GEORGIA
COUNTY OF CARROLL**

THIS AGREEMENT, made and entered into on this the 26 day of SEPTEMBER, 2019, between Arandas, Inc., of the First Part and hereinafter referred to as "Lessor" and Narongsak Kepponglard, of the Second Part, hereinafter referred to as "Lessee". It is expressly understood and agreed that this Lease creates the relation of Landlord and Tenant, giving the Tenant the right to the usufruct only, and does not create an estate for years, nor any ownership interest in the premises.

WITNESSETH

1.

Premises

Lessor does hereby lease and rent to Lessee and the latter lets from the Landlord the following described Premises and real estate, to-wit:

Address: 219 West Wilson Street
 Villa Rica, Georgia 30180;

Being a building with approximately one thousand seven hundred sixty four square feet, and being approximately eighteen feet by ninety-eight feet, and being the first building on the northerly side of West Wilson Street going easterly on West Wilson Street from its intersection with West View Street and being a part of the property as described on Exhibit "A", which is attached hereto and incorporated herein by reference.

For this lease term only, Lessee may also use an outdoor space of approximately one thousand seven hundred sixty four square feet immediately adjacent to the leased premises without any additional rent for this lease term only.

2.

Term

Said Lease shall be for a period of twenty-four (24) months, commencing on October 15, 2019, and ending September 14, 2021, at midnight.

3.

Termination

Lessor shall have the right in addition to the rights set forth in the default paragraph hereinbelow, to terminate this lease, with or without cause, upon ninety (90) days written notice to the Lessee.

4.

Renewal

At the end of the initial term, provided all the duties, obligations, payments and responsibilities of the Lessee is current, Lessee may extend this lease for an additional two (2) years, upon written notice to Lessor at least sixty (60) days prior to the termination of this lease upon the same terms and conditions set forth herein except for the applicable increase in rent as provided herein below.

5.

Rental

In consideration of the above-stated Premises, the Lessee, the Party of the Second Part does hereby agree to pay to the said Lessor, Party of the First Part the sum of One Thousand and 00/100 (\$1,000.00) Dollars per month as rent on said Premises, beginning on November 15, 2019, and due thereafter on the 15th day of each month while this lease is in effect. Said amount may be paid by mail or in person to: Arandas, Inc., c/o Humberto Melendez, 113 Main Street, Villa Rica, Georgia 30180.

If paid by mail, the envelope with proper postage must be postmarked no later than the 1st of the month to be considered timely, and to avoid a late fee.

Landlord may, but is not required, to accept any partial payment of rent.

Late fee: If rent is not paid by the twentieth (20th) day of the month, a late fee of ten (10%) percent of the rental amount shall be paid by the Lessee to the Lessor. Landlord may, but shall have no obligation to accept any rent not received by the twentieth (20th) day of the month.

Landlord reserves the right, upon notice to Tenant, to refuse to accept personal checks from Tenant after one or more of Tenant's personal checks have been returned by the bank unpaid, and Landlord may assess a service charge of \$50.00 for any returned checks.

Tenant acknowledges that all funds received by Landlord will be applied to the oldest outstanding balance owed by Tenant to Landlord.

In the event that Lessee exercises the option to extend the lease as provided hereinabove, then the rent for each of the additional twenty four (24) months shall increase by fifteen (12%) percent to be in the amount of One Thousand One Hundred Twenty and 00/100 (\$1,120.00) Dollars beginning September 15, 2021.

In addition to the rental described hereinabove, Lessee shall pay to Lessor the real estate

property taxes and property insurance premiums as further described hereinbelow.

6.

Security Deposit

Lessee has paid a refundable (pursuant to the terms herein) security deposit of One Thousand and 00/100 (\$1,000.00) dollars to Landlord. Lessee understands and agrees that the security deposit may not be applied by Lessee as rent or against any other amount due from Lessee to Landlord without the consent of Landlord, and that the monthly rental will be timely made each month, including the last month of the lease term.

The balance of the security deposit to which Tenant is entitled shall be returned to Tenant by Landlord within thirty (30) days after the termination of this Agreement or the surrender of Premises by Tenant, whichever occurs last (hereinafter "Due Date"); provided that Tenant meets the following requirements: (1) the full term of the Lease has expired; (2) Tenant has given the required written notice to vacate; (3) the Premises are clean and free of dirt, trash and debris; (4) all rent, additional rent, fees and charges have been paid in full; (5) there is no damage to the Premises or the Property except for normal wear and tear or damage noted at the commencement of the Lease; (6) all keys to the Premises and to recreational or other facilities, access cards, gate openers and garage openers have been returned to Landlord; and (7) Tenant has removed all of Tenant's personal property from the premises.

Landlord shall have the right to deduct from the Security Deposit: (1) the cost of repairing any damage to Premises or Property other than normal wear and tear caused by Tenant, Occupants, Tenant's invitees, licensees and guests; (2) unpaid rent, or utility charges; (3) cleaning costs if Premises are left unclean; (4) the cost to remove and dispose of any personal property; (5) late fees and any other unpaid fees, costs and charges referenced herein; and (6) a Fee of \$150.00 to rekey the locks upon the termination of the Lease.

7.

Holding Over

Tenant shall have no right to remain in the Premises after the termination or expiration of this Lease. Should Tenant fail to vacate the Premises upon the expiration or termination of this Agreement, Tenant shall pay Landlord a per diem occupancy fee of \$100.00 for every day that Tenant holds over after the expiration or termination of this Lease. Acceptance of the occupancy fee by Landlord shall in no way limit Landlord's right to treat Tenant as a tenant at sufferance for unlawfully holding over and to dispossess Tenant for the same, and to be paid all sums due Landlord pursuant to this lease.

8.

Interest

Any amount of any kind due Landlord by Tenant, if unpaid timely as provided herein, shall bear interest in the amount of fifteen (15%) percent per annum.

9.

Right to Collect Rent

No termination of this lease prior to the normal ending thereof by lapse of time or otherwise, shall affect the right of Lessor to collect rent for the period to the termination thereof, or Tenant's occupation of Premises, whichever is the last to occur.

10.

Utilities

Lessee shall immediately pay all utility services and shall timely pay all utility bills, including, but not limited to, water, sewer, gas, electricity, fuel, light, and heat bills, for the leased Premises, and Lessee shall pay all charges for garbage collection services or other sanitary services rendered to the leased Premises or used by Lessee in connection therewith. All such utilities shall be maintained and paid through the completion of the term. If Lessee fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Lessor may pay the same and such payment will be added to the rental of the Premises next due as additional rental. Garbage must be removed from the Premises at least once a week.

It is Lessee's responsibility to have all utility and other services connected with the premises, set up in Lessee's name at the commencement of this lease.

11.

Use

Lessee accepts said Premises in their present condition and as suited for the use intended by said Lessee. Said Premises shall not be used for any illegal purpose. The Premises shall not be used at any time during the term of this agreement by Tenant for the purpose of carrying on any business, profession, or trade of any kind, that would vitiate insurance on said property. Tenant shall comply with all the sanitary laws, ordinances, rules, covenants, and orders of appropriate governmental authorities affecting the cleanliness, occupancy, and preservation of the Premises during the term of this agreement.

Premises and Property shall be used by Tenant and all occupants, guests, licensees and contractors in accordance with all federal, state county, and municipal laws and ordinances. Tenant agrees any violation of noncompliance of the above resulting in fines being imposed against Landlord shall be the financial responsibility of and immediately paid by the Tenant. Tenant shall be responsible for ensuring that Tenant, occupants, invitees, licensees and guests not engage in any activity while on the Property or in Premises that is unlawful, or would endanger the health and safety of others or would otherwise create a nuisance. In the event Tenant is arrested or indicted for an unlawful activity occurring on Premises and said charges are not dismissed within thirty (30) days thereafter, Tenant shall be deemed to be in default of this Lease and Landlord may terminate

this Lease immediately. For the purpose of this Lease, an unlawful activity shall be deemed to be any activity in violation of local, state or federal laws.

12.

Repairs and Maintenance

Lessee shall throughout the term of this lease at its expense be solely responsible to maintain in good order and repair the entire lease premises including the buildings and other improvements located thereon. Lessee further agrees to care for the grounds around the building including the mowing of grass, paving, care of shrubs and general landscaping. Lessee agrees to return said premises to Landlord at the expiration or termination of this lease in as good condition and repair as when first received, natural wear and tear accepted. Lessee acknowledges that Landlord shall have no responsibility of any kind to maintain or pay for the maintenance of anything or repair or pay for the repairs of anything connected, attached, or a part of lease premises.

Tenant agrees to maintain premises in a neat, sanitary and clean condition free of trash and debris. Any expenses incurred by Landlord to remedy any violations of this provision shall be considered as additional rent and reimbursed by Tenant to Landlord within fourteen (14) days of notice from Landlord.

13.

Lessee Duty Upon Termination

Lessee agrees to return Premises to Landlord at the termination of this lease in as good condition and repair as when first received, natural wear and tear excepted. Landlord is entitled to all costs, fees and expenses for Lessee's failure to comply with this provision, including, but not limited to, deducting all said amounts from any security deposit.

Within ten (10) days of the termination of this lease, Lessee shall provide Lessor in writing, with a forwarding address for Lessee. Lessee also acknowledges that all of Lessee's personal Property must be removed from Premises within five (5) days of the termination of the Lease. Lessee consents and acknowledges that any of Lessee's personal Property remaining on the Premises after five (5) days of the termination of the Lease is abandoned and forfeited by Lessee to Landlord who may dispose of said Property in any manner whatsoever in the sole discretion of Landlord.

14.

Lessee Insurance and Property Loss

Lessee shall maintain and keep in force and pay all premiums connected therewith, a renter's policy of insurance covering Lessee's personal Property and public liability coverage with a minimum of \$300,000.00 in such coverage and naming landlord as an additional insured in said policy. A copy of the current, in force, insurance policy or certificate indicating the existence of such insurance policy shall be furnished Lessor by Lessee.

Storage of personal Property by Tenant in Premises or in any other portion of Property shall be at Tenant's risk. Tenant agrees to look solely to Tenant's insurance carrier for reimbursement of

losses resulting from damage or loss of Tenant's Property.

15.

Indemnification

Tenant agrees to indemnify and hold Landlord harmless from and against any and all injuries, damages, losses, suits and claims, including, but not limited to, court costs and attorney's fees, against Landlord arising out of or related to: (1) Tenant's failure to fulfill any condition of this Lease; (2) any damage or injury happening in or to the premises and the Property or to any improvements thereof as a result of the acts or omissions of Tenant, or Occupants, or Tenant's invitees or licensees; (3) as to any and all damages or injury to all persons or Property in the use of or occupancy of the Premises; (4) Tenant's failure to comply with local, state or federal law; (5) any judgment, lien, or other encumbrance filed against the Premises or Property as a result of Tenant's action and any damage or injury happening in or about the Premises or Property to Tenant, or Occupants, or Tenant's invitees or licensees; (6) failure to maintain or repair the premises.

16.

No Levy

This Lease Agreement shall not be subject to levy and sale.

17.

No Abandonment

Lessee agrees not to abandon or vacate leased Premises during the period of this lease, and agrees to use said Premises for the purpose herein leased until the expiration hereof.

18.

Destruction of Property

If the Premises herein rented and leased are destroyed by fire, or are so substantially damaged as to be untenantable by storm, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and rental shall be accounted for as between Lessor and Lessee as of that date. Lessee shall be solely responsible for payment to Lessor for all damages, total or partial, to the Premises as a result of the negligence of Lessee or occupants, or their invitees, licensees or guests.

19.

Taxes and Real Property Insurance

Lessee shall pay all taxes of any kind upon the real estate for the lease period; and shall pay all personal property taxes of any kind situated thereon or assessed against the leased premises. Lessee shall also pay all insurance premiums of the landlord's insurance on the building of the lease

premises, and the taxes and insurance payment shall be paid by Lessee to the Landlord as each are due.

20.

Sublet and Assignment

Lessee shall not assign this Lease nor sub-let all or any portion of the leased Premises without the prior written consent of Lessor. Landlord shall have the right to assign this lease to a subsequent owner of the Premises.

21.

Right of Access, Signage.

Upon 24 hours advance notice, verbal or otherwise, to Tenant, Landlord and Landlord's agents shall have the right Monday through Saturday from 9:00 A.M. until 8:00 P.M. and Sunday 1:00 P.M. until 6:00 P.M. to access to Premises or Property to show the Premises and Property to prospective tenants and buyers. In addition, Landlord and Landlord's agents, may enter the Property and Premises at any time to investigate potential emergencies. Landlord and Landlord's agents may at any time, also place a "for rent" or "for sale" sign on the exterior of the Premises or on the Property, may install a lockbox and may show the Premises and the Property to prospective tenants or purchasers during reasonable hours. Tenant agrees to cooperate with Landlord and Landlord's agents who may show the Premises and/or Property to prospective Tenants or buyers. In the event a lockbox is installed, Tenant shall secure their valuables and agrees to hold Landlord and Landlord's agents harmless for any loss thereof. For each occasion where the access rights described above are denied, Tenant shall pay Landlord the sum of \$500.00 as liquidated damages; it being acknowledged that Landlord shall be damaged by the denial of access, that Landlord's actual damages are hard to estimate; and that the above amount represents a reasonable pre-estimate of Landlord's damages rather than a penalty.

22.

Bankruptcy and Receivership

In the event Lessee is adjudicated bankrupt or placed in receivership, then the Lessor shall have the right to terminate this Lease Agreement.

23.

No Improvements or Alterations

It is agreed by the parties that there shall be no improvements nor alterations to the Premises, either inside or outside, without the prior approval and consent of Lessor, and any such improvements become the sole Property of Lessor. Lessee will have no interest in said Property by virtue of any such improvements or alterations. Lessee shall receive no credit nor offset of rent due to any improvement or alteration to the Premises paid for and/or performed by Lessee.

Landlord has the right to require Lessee, at Lessee's expense, to remove any improvement or alteration at the end of the lease and restoring the Premises to a condition equal to or better than it was prior to the improvement or modification or alteration.

Lessee may, prior to the expiration of this lease, remove all trade fixtures and equipment owned by said Lessee and located on said premises, provided that said removal can be effected without material destruction of the premises owned by Lessor and repairs are made by Lessee at Lessee's expense, which will place the premises in as good a condition as they were at the inception of this lease agreement.

24.

Outside Signs

Lessee shall place no signs upon the outside walls or roof of the premises except with the written consent of Lessor. Any and all signs placed within leased Premises by Lessee shall be maintained by Lessee in compliance with any applicable rules, regulations, ordinances or statutes of any governing authority and Lessee shall pay any and all applicable fees in connection therewith, and the Lessee shall be responsible to Lessor for any damage caused by any installation, use, or maintenance of said signs and Lessee agrees upon removal of said signs to repair any and all damage incident to such removal.

25.

Rules and Regulations

1. Tenant is prohibited from adding, changing or in any way altering locks installed on the doors of the Premises without prior written permission of Landlord, which permission shall not be unreasonably withheld; provided that, Tenant provides Landlord with a key thereto and uses a type and make of lock approved by Landlord. If all keys are not returned to Landlord at termination of Lease, Lessee shall pay Landlord a re-key charge of \$150.00.
2. Motor vehicles shall only be parked on the paved portions of the Premises and the Property intended for use as parking spaces.
3. Motor vehicles with expired or missing license plates, motor vehicles without insurance, vehicles which drip oil, non-operative vehicles, boats, trailers, RVs and campers are not permitted on Property. Any such vehicle may be removed by Landlord at the expense of Lessee for storage or for public or private sale, at Lessor's option, and Lessee shall have no right or recourse or claim of any kind against Lessor thereafter.
4. Tenant shall not engage in any behavior in the Premises or on the Property, which in the sole, reasonable opinion of Landlord constitutes a nuisance.
5. All appliances, equipment and systems on or serving the Premises shall only be used in accordance with the manufacturers operating instruction.
6. Any product or material that is potential environmental hazard shall only be disposed of in accordance with all applicable federal laws and regulation.
7. No disorderly conduct, or disruptive behavior, is allowed on or around the Premises.
8. Lessee shall in no way obstruct parking or traffic flow around said Premises.

9. **Vehicles:** Parking lot entrances, driveways, crosswalks and sidewalks must not be obstructed. Parking of large trucks, boats, recreational and commercial vehicles other than solely for the time necessary for delivery, is prohibited. The overhaul or repair of vehicles is prohibited. The "dead storage" of any motor vehicle on the premises is prohibited.

26.

Prohibited Behavior

The Landlord may terminate the lease if Tenant or occupants or their guest, invitees or licensees or another person under their control commits any of the following types of activity:

- (a) Any criminal activity that threatens the health, safety, or the right to peaceful enjoyment of the premises, including, but not limited to, having any person on the premises fleeing to avoid prosecution, police custody, or confinement after conviction for a crime or violation of probation or parole.
- (b) Any criminal activity that threatens the health, safety, or the right to peaceful enjoyment of persons in the immediate vicinity of the premises.
- (c) Any violent criminal activity on or near the premises.
- (d) Any drug-related criminal activity on or near the premises.
- (e) Engage in the abuse of alcohol which threatens the health, safety or right to peaceful enjoyment of the premises, or surrounding neighbors.
- (f) Disturbing neighbors.
- (g) Destruction of property.

27.

Pest Control

Landlord shall not provide pest control services to Premises and Tenant shall be responsible for causing the Premises to be pest free.

28.

Waiver of Homestead Exemption

Tenant for himself, and his family waives all exemptions or benefits under the homestead laws of Georgia, and assigns to Landlord his homestead and exemptions.

29.

Disclosure Rights

Landlord may disclose information about Tenant to law enforcement officers, governmental officials and for business purposes.

30.

Subordination

Tenant's rights under this Lease shall at all times be automatically junior and subordinate to any deed to secure debt which is now or shall hereafter be placed on the Premises or Property. If requested, Tenant shall execute promptly any certificate that Landlord may request to effectuate the above. Should Tenant fail to sign such requested document then Tenant hereby appoints and grants power of attorney to Landlord as attorney in fact to sign any such documents in the name of Tenant.

31.

Default

A. Default Generally: Tenant shall be in default of this Lease upon the occurrence of any of the following:

1. Tenant fails to abide by any of the terms and/or conditions and/or provisions of this lease.
2. Tenant files a petition in bankruptcy (in which case this Lease shall automatically terminate and Tenant shall immediately vacate the Premises leaving it in the same condition it was in on the date of possession, normal wear and tear excepted).
3. Tenant fails to timely: (1) pay rent by the date set forth in this Lease, or (2) pay any other amounts owed to Landlord under this Lease.
4. Tenant fails to reimburse Landlord for any damages, repairs and costs to the Premises or Property (other than normal wear and tear) caused by the actions, neglect or intentional wrongdoing of Tenant, or Occupants, their invitees, licensees and guests.
5. Prior to the end of the lease, Tenant either moves out of the Premises or shuts off any of the utilities serving the Premises without the consent of the Landlord.
6. Any other person than Lessee secures possession of the premise, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever.

B. Effect of Default:

If tenant is in default, then Landlord in his sole discretion has the option, without notice to tenant, to terminate this lease and pursue all available legal and equitable remedies to remedy the default; or in the alternative, Landlord may re-enter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence secure. Should Lessor be unable to relet after reasonable effort to do so, or should such monthly rental be less than the rental Lessee is obligated to pay under this lease, or the renewal thereof, plus the expense of reletting, then Lessee shall pay the amount of any such deficiency to Lessor.

All rent and other sums owed to Landlord through the end of the Lease term shall immediately become due and payable upon the termination of the Lease due to the default of Tenant. Such termination shall not release Tenant from any liability for any amount due under this Lease.

32.

Cumulative Rights

All rights and remedies to Lessor under this lease shall be cumulative and concurrent, and none shall exclude any other right or remedy available at law or in equity. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

33.

No Waiver

No waiver by the Landlord of any default or breach of any term, conditions or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

Any failure of Landlord to insist upon the strict and prompt performance of any covenants or conditions of this Lease or any of the Rules and Regulations set forth herein shall not operate as a waiver of any such violation or of Landlord's right to insist on prompt and strict compliance in the future of such covenant or condition, or rule and shall not prevent a subsequent action by Landlord for any such violation. No provision, covenant or condition, of this Lease may be waived by Landlord unless such waiver is in writing and signed by Landlord.

34.

Sole Agreement

This lease contains the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties.

35.

Amendments

No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

36.

Time of Essence

Time is of the essence of this agreement.

37.

Continued Validity

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

38.

Sale of Premises

If Lessor shall convey title to the Premises pursuant to a sale or exchange of Property, subsequent to the date of this agreement, then Lessor shall not be liable to Lessee or immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance.

39.

Attorney's Fees

In the event of a breach of any term, condition, or provision of this lease, by Lessee, then Lessee shall be responsible to pay all of Lessor's attorney's fees, plus all court costs and costs of collection.

40

Governing Law

This agreement shall be governed, construed and interpreted by, through and under the laws of the State of Georgia.

41.

Venue

Tenant acknowledges and consents freely and voluntarily that he is subject and to submit himself to the personal jurisdiction of the courts in Carroll County, Georgia, including the Magistrate Court, the State Court, and the Superior Court. The parties agree that the sole and only exclusive venue and jurisdiction concerning any claim, issue, case or controversy arising pursuant to or in connection with this lease and/or its enforcement, shall be solely brought in any of the above named courts in Carroll County, Georgia.

42.

Binding of Parties

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, when permitted by this agreement.

43.

Definitions

Unless otherwise specifically noted, the term "Lessor" and "Landlord" as used in this Lease are synonymous and shall include its representatives, heirs, agents, assigns, and successors in title

to Property and the term "Tenant" and "Lessee" are synonymous and shall include Tenant's heirs and representatives. The terms "Landlord" and "Tenant" shall include singular and plural, masculine or feminine gender, or both, or neither, and corporations, partnerships, companies or individuals, as may fit the particular circumstances.

44.

Notices

Unless otherwise stated in this lease, all notices shall be in writing, signed by the party or their legal representatives giving the notice.

Subject to the provisions herein all written notices shall be delivered either: (1) in person; (2) by an overnight delivery service, prepaid; (3) by facsimile transmission (FAX); (4) by registered or certified U. S. Mail, pre-paid return receipt requested or (5) e-mail. Except as may be provided herein, a notice shall not be deemed to be given, delivered, or received until it is actually received. Notwithstanding the above, a notice sent by FAX shall be deemed to be received by the party to whom it was sent as of the date and time it is transmitted provided that the sending FAX produces a written confirmation showing the correct date and the time of the transmission and the telephone number referenced herein to which the notice should have been sent; an e-mail shall be deemed received the date of said e-mail; and all other written notices not delivered in person shall be deemed received three (3) days after the postmark.

A facsimile signature shall be deemed to be an original signature for all purposes herein. An e-mail notice shall be deemed to have been signed by the party giving the same if the e-mail is sent from the e-mail address of that party.

All written notices subject to these provisions shall be sent to Landlord:

113 Main Street
Villa Rica, Georgia 30180

And to tenant:

266 NE 30 RD
DALLAS GA 75201

45.

Acknowledgment of Lessee

Lessee acknowledges that Lessee has read this entire lease and understands all the terms, conditions and provisions set forth herein.

Lessee further acknowledges that Lessee is independently exercising his own choice and judgment and enters into this Lease knowingly, freely and voluntarily without any coercion, threat or duress of any kind and has received a copy of same.

46.

Special Terms, Conditions, Provisions and Stipulations of This Lease

Lessee's obligation to pay rent under this agreement shall begin when Lessee is open for business which shall be no later than October 1, 2018. If Lessee opens for business on any day other than the 1st of a month, then the rent for that month only shall be prorated. If Lessee is not ready or open for business by October 1, 2019, nonetheless, rent shall commence as of that date.

IN WITNESS WHEREOF, the parties hereto do hereby execute this Lease Agreement in duplicate on the day and year above first written.

LESSOR:

ARANDAS, INC.

By:



(SEAL)

Humberto Melendez

Title:

President

Attest:

(SEAL)

Title:

(Corporate Seal)

Signed, sealed and delivered
in the presence of:

Witness

LESSEE:



(SEAL)

NARONGSAK KEPPONGLARD

Signed, sealed and delivered
in the presence of:

Witness

V03928



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-01-20 – Hickory Level Road and Georgia Highway 61 (Parcel No: V07 0140411)

CITY COUNCIL AGENDA DATE: September 8, 2020

DATE: August 27th, 2020

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Asad Mazahir of Marietta, GA is requesting an alteration to zoning conditions of the above-mentioned parcel in order to construct a 3,500 sq. ft. International House of Pancakes (IHOP) restaurant on 1.60-acres in the northwest corner of the 49.12-acre site. Because of engineering considerations and the extreme slope of the lot from the proposed IHOP to the remaining sections of the lot, the ability to install sidewalks and driveways to and from the IHOP site is not feasible from an engineering perspective. The applicant proposes to abide by the remaining three conditions imposed on the property at the time of the initial rezoning and annexation in August of 2019. The property is currently zoning General Commercial (GC) and would remain GC.

BACKGROUND: A proposed Popeyes restaurant development was approved on August 27th, 2019 as a part of application ANNEX-01-19/RA-05-19 for an annexation and subsequent rezoning of the parcel to General Commercial. As a part of that application approval, the Planning Commission recommended, and City Council approved a set of conditions. Of those conditions, two of them are subject to this rezoning application. The affected conditions have been outlined below:

1. Applicant/Owner/Developer agrees to install sidewalks to provide for inter-parcel and intra-parcel pedestrian traffic.
2. Applicant/Owner/Developer agrees to design the parking lot and drives to provide for inter-parcel and intra-parcel vehicular traffic, including stub streets and, if feasible, an access road.

STAFF RECOMMENDATION: Staff recommends approval of this rezoning and removal of the two aforementioned conditions.

PLANNING COMMISSION: Approved unanimous (5-0)

IMPACT: N/A

MOTIONS:

I make a motion to approve the rezoning proposal made by Asad Mazahir with three conditions as outlined by the City Council on August 27th 2019; and the removal of two conditions for inter-parcel and intra-parcel connectivity between the proposed IHOP restaurant and the remaining sections of the parcel; as well as removal of the condition to supply sidewalks on and off-site in locations that pose engineering and/or topographic challenges as reviewed and considered by the City of Villa Rica Engineer.



Planning & Zoning

Community Development Department

RA-01-20

Council Ward: 2

Planning Board Member: David Rodgers

City Council Member: Matthew Momtahan

Public Hearing Dates

Planning Commission: August 4, 2020

City Council: September 8, 2020

Request: Alteration of Rezoning Conditions Request for property currently zoned General Commercial (GC) in order to remove two Council-imposed condition on the property. The City Council approved two conditions to provide for inter- and intra-parcel sidewalk and driveway connectivity on the entirety of the 49-acre site in August of 2019 [Application ANNEX-01-19/RA-05-19]. The applicant is requesting to have these conditions removed from the proposed 1.60-acre portion of the northwest section of the lot because of topographical challenges.



Applicant: Asad Mazahir
PO Box 6715
Marietta, GA 30065

Acres: 49.12 +/- acres (1.60 acres subject to the application)

Current Land Use: Vacant

Future Land Use: Suburban Village

Parcel Number(s): V07 0140411

Location: Hickory Level Road and Georgia Highway 61, Villa Rica, GA 30180 (SW Corner of GA Highway 61 and Hickory Level Road, Carroll County.

Project Description:

A proposed Popeyes restaurant development was approved on August 27, 2019 as a part of application ANNEX-01-19/RA-05-19 for an annexation and subsequent rezoning of the parcel to General Commercial. As a part of that application approval, the Planning Commission recommended, and City Council approved a set of conditions (attached). Of those conditions, two of them are subject to this rezoning application. The affected conditions have been outlined below:

1. Applicant/Owner/Developer agrees to install sidewalks to provide for inter-parcel and intra-parcel pedestrian traffic.
2. Applicant/Owner/Developer agrees to design the parking lot and drives to provide for inter-parcel and intra-parcel vehicular traffic, including stub streets and, if feasible, an access road.

International House of Pancakes (IHOP) has interest in constructing a 3,500 sq. ft. restaurant on a 1.60-acre portion of the property in the northwestern section of the parcel. Because of engineering considerations and the extreme slope of the lot from the proposed IHOP to the remaining sections of the lot, the ability to install sidewalks and driveways to and from the IHOP site is not feasible from an engineering perspective. The applicant proposes to abide by the remaining three conditions imposed on the property at the time of the initial rezoning and annexation in August of 2019.

Surrounding Properties:

Current Zoning		Land Use
North	General Commercial (GC)	I-20 Gateway Character Area
East	General Commercial (GC)	Suburban Village Character Area
South	Rural Development (RD)	Suburban Village Character Area
West	Office and Institutional (OI)/ Commercial/Manufactured Home Subdivision (County)	Suburban Village Character Area (City)/ Trans/Comm/Util (County)

*****Because of the absence of standards for alterations to rezoning conditions, the rezoning review standards as set forth in Section 2.03.B.4 of the Unified Development Code will be used for the purposes of this review.*****

Rezoning Review Standards:

The Code of the City of Villa Rica, Unified Development Code Section 2.03.B.4, requires all zoning amendment applications to be reviewed based upon the impact of the proposed rezoning with respect to each of the following matters:

A. Whether the existing zoning was in error at the time of adoption.

Not applicable. The property was located in unincorporated Carroll County at the time of application submission. However, the two subject conditions placed on this property in August 2019 may have been placed in error without the commission or Council having knowledge of the topography or future subdivisions of potential outparcels.

B. Whether the proposed change is consistent with, and in furtherance of, the implementation of the goals and objectives of the Comprehensive Plan, other adopted plans, and the policies, intents and requirements of this Code and other city regulations and guidelines.

Future Land Use Map

The proposed property is not currently located within City limits; however, it is located within the City's Urban Growth Boundary. The Future Land Use Plan prescribes "Suburban Village" as a future land use for the parcel. The intent of the Suburban Village Character Area is to "create nodes in areas where potential for future development exists by establishing development pattern focused around Community Crossroads". Clustered commercial development around community crossroads is a main goal of the plan in these areas and the proposed annexation, rezoning and use of the property would be compatible with that goal. However, the Comprehensive Plan mentions the R-20; RT; RD; PD; NC; and OI Zones as the appropriate zoning for this area, not the proposed GC Zone. The subject property is located along the Commercial Corridor designation in the Comp Plan, which includes GC as a compatible zoning classification.

Relation to the Comprehensive Plan Policies:

Development Planning

DP Goal 1: Maintain small-town character and cultural identity while supporting growth.

DP Strategy 1.1: Use the Future Development Map to guide decisions for new development and redevelopment within Villa Rica, while planning for expansion and growth.

DP Strategy 1.2: Ensure non-residential development in Village areas indicated on the Future Development Map is compatible with existing character and scale of the surrounding area.

DP Strategy 1.3: Ensure adequate buffering and screening is provided between residential areas and adjacent developments to minimize potential negative impacts.

DP Strategy 1.4: Use the Future Development Map to guide planning for water, sewer, stormwater infrastructure expansion projects, limiting future service to targeted development locations.

C. Whether there is a community need for and benefit from the proposed rezoning; or

There are not any tangible community needs or benefits that would be realized from the rezoning other than consistency with the Future Land Use Map.

D. Whether the proposed change is consistent with the character of the area in which the proposed rezoning is proposed.

The proposed rezoning is consistent with the character of the area, especially with its proximity to other restaurant establishments and commercial properties on Hwy. 61. Commercial service establishments will continue to complement uses in the vicinity at an appropriate scale.

E. Whether the proposed zoning is compatible with the zoning and uses of property nearby.

The proposed zoning is compatible with nearby zoning and uses nearby. All commercial properties to the east, north and south of the property is zoned General Commercial. The western lots adjacent to the property are a part of a manufactured home subdivision, with three (vacant) lots in the City of Villa Rica and the majority of the subdivision in unincorporated Carroll County. The three vacant lots in Villa Rica are zoned Office Institutional.

F. Whether the existing zoning is suitable for the development of the uses authorized under the existing zoning classification, will be conducive to proper community planning, and is a logical extension of an existing urban area or growth center.

The existing zoning under Carroll County is Commercial directly adjacent to Hwy 61 and Manufactured Home Subdivision for the remaining portions of the lot. The minimum lot size under the Commercial zoning is one-half (1/2) acres for lots with access to public sewer and water and 1 acre for lots without such infrastructure, and restaurants are permitted in the Commercial Zone. The proposed development describes a lot size of 49.12 acres. The lot in question has access to sewer and water. Therefore, under Carroll County regulations, the development would be suitable for the described development.

G. Whether the public and community facilities, which may include, but are not limited to, sanitary and storm sewers, water, electrical service, police and fire protection, schools, parks and recreation facilities, roads, libraries, and solid waste collection and disposal, are available and adequate to serve uses authorized under the proposed zoning.

The subject property is currently provided with community facilities including public sewer and gas. These services should remain available, and seem to be adequate to serve uses authorized under the proposed zoning.

H. Whether the authorized uses will not adversely affect the capacity or safety of the street network in the vicinity of the property.

The proposed rezoning will increase trip generation on both Hwy. 61 and Hickory Level Road should the rest of the 49 acres be developed outside of the proposed IHOP restaurant section. However, Hwy. 61 is the largest right-of-way in the City of Villa Rica and capacity of the road should not be significantly impacted by the IHOP. The right-of-way has room to be expanded for extra lanes, including pull-out and pull-in lanes. The applicant has advised the topography of the lot has prevented the ability for intra-parcel connectivity between the proposed IHOP and the rest of the lot is not feasible because of elevation differences. This includes sidewalks on and off of the site.

I. Are there potential environmental impacts (e.g., excessive storm water runoff, water pollution, air pollution, noise pollution, excessive lighting, or other environmental harms) of authorized uses will be mitigated.

Based on the City's and County's available maps, Bay Springs Creek terminates on the interior of the lot. The proposed IHOP is located in the northwest corner of the lot and outside of the city's 75' stream buffer requirement. Therefore, Staff is of the opinion that there are currently no potential environmental impacts.

Staff Comments:

A precedent to removing the two conditions has been set by action taken by the Planning Commission and City Council in January 2020 when Popeyes returned to have the conditions removed in order to develop their section of the property [Application no. RA-09-19]. That application was approved based on the engineering infeasibility of connecting the site because of topographic conditions. This application is substantially similar to the January 2020 application for Popeyes as both have the same topographic limitations.

Recommendation:

Staff recommendation: **APPROVAL with Conditions**

Conditions:

1. Applicant/Owner/Developer agrees to construct building facades of masonry or glass.
2. Applicant/Owner/Developer agrees to submit a landscape plan which at a minimum includes a landscaped strip adjoining the Hickory level Road right-of-way and Georgia Highway 61 right-of-way and plantings within the parking lots.
3. Applicant/Owner/Developer agrees to submit a master signage plan which encourages the use of ground mounted monument signs particularly for single tenant parcels.

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on July 20, 2020 for the Planning Commission meeting and August 20th, 2020 for the City Council meeting; a sign has been posted on the subject properties; and all abutting property owners have received notification via certified mail.

Public Response:

In response to the public notifications, residents within the surrounding neighborhoods have not contacted the City at the time of this staff report.

Ronald Johnson, Planning and Zoning Specialist
Office of Community Development

Date

Attachments:

1. Alteration to Rezoning Condition Application, dated May 29, 2020
2. Letter of Permission to file the application from owner Ashish Patel of BAPU Enterprises, LLC, dated June 1, 2020
3. Application Checklist, dated June 15, 2020
4. Letter of Intent/Applicant Statement, dated June 1, 2020
5. Applicant Campaign Disclosure Form, dated June 15, 2020
6. Property Survey of the proposed subdivided 1.6-acre lot, prepared by Gregory Jack Dewberry, P.E., L.S.; dated February 10, 2020
7. General Plan, prepared by Gregory J. Dewberry, P.E., L.S.; dated December 2, 2019
8. Planning Commission meeting minutes from January 7, 2020
9. Planning Commission meeting minutes from August 6, 2019
10. City Council meeting minutes from August 27, 2019
11. City Council meeting minutes from January 28, 2020
12. List of conditions approved by Planning Commission and City Council for Application no. ANNEX-01-19/RA-05-19

CIVIL SOLUTIONS

ENGINEERING AND LAND SURVEYING

P.O. Box 156
Bremen, Georgia 30110
(770) 537-4087
civilsolutions@bellsouth.net

June 1, 2020

Mr. Ronald Johnson
Planning and Zoning Specialist
City of Villa Rica, Georgia

RE: Letter of Intent
Rezoning Application for
International House of Pancakes
1.60 Acres
Hickory Level Road and Georgia Highway 61
Villa Rica, Georgia 30180
Carroll County Tax Parcel No. 168-0190

Mr. Johnson:

On behalf of Mr. Asad Mazahir, applicant, I have prepared this Letter of Intent as part of the City of Villa Rica rezoning process for a portion of Carroll County Tax Parcel No. 168-0190 located in the southwest corner of the intersection of Hickory Level Road and Georgia Highway 61.

It is the intent of the applicant to construct a 3,500 square foot International House of Pancakes Restaurant on a 1.60 acre portion of Carroll County Tax Parcel No. 168-0190 currently belonging to BAPU Enterprises, LLC.

The proposed driveway entrance to the planned facility will lie on the south side of Hickory Level Road directly across from the back entrance to Home Depot. Furthermore, this entrance will also be located at the crossing of Hickory Level Road with the existing Plantation Pipeline Company right-of-way. The driveway entrance will leave the south side of Hickory Level Road along the pipeline right-of-way corridor before reaching a planned building location outside the pipeline right-of-way. In addition, pipeline right-of-way will also be utilized for an adjoining parking area.

Due to the extensive use of pipeline right-of-way for the successful execution of this project, mass grading activities are strictly prohibited. As a consequence, the proposed site will remain some 5 to 10 feet higher than the surrounding planned developments. This significant elevation differential makes inter and intra connecting sidewalks and



Alteration to Rezoning Condition

Name of Applicant: ASAD MAZAHIR Phone: 678-200-8524 Date: 5/29/2020
 Address Applicant: P.O. Box 6715 Fax: _____ Pager/Cell: _____
 City: MARIETTA State: GA Zip: 30065 E-mail: 4444ihope@gmail.com
 Name of Agent: GREGORY J. DEWBERRY, PE, LS Phone: 770 537 4087 Date: 5/29/2020
 Address Agent: P.O. Box 156 Fax: _____ Pager/Cell: 770 836 0992
 City: BREMEN State: GA Zip: 30110 E-mail: CivilSolutions@bellsouth.net

THE APPLICANT NAMED ABOVE AFFIRMS THAT THEY ARE THE OWNER OR AGENT OF THE OWNER OF THE PROPERTY DESCRIBED BELOW AND REQUESTS: (PLEASE CHECK THE TYPE OF REQUEST OR APPEAL AND FILL IN ALL APPLICABLE INFORMATION LEGIBLY AND COMPLETELY).

For the Purpose of INTERNATIONAL HOUSE OF PANCAKES RESTAURANT
 (Type of Development)

Address of Property: HICKORY LEVEL ROAD Nearest intersection to the property: GA HWY 61
 (Street Address, if Applicable, Nearest Intersection, Etc.)

Land Lot Number(s): 131, District(s): 6th, County: CARROLL

Size of Tract: 1.60 acre(s) Gross Density: 1 units per acre Net Density: 1 units per acre

Property Tax Parcel Number(s): 168-0190 (Required)

Adjacent Property Owners:

North: HICKORY LEVEL ROAD

East: POPEYE'S (FORMERLY BAPU ENTERPRISE)

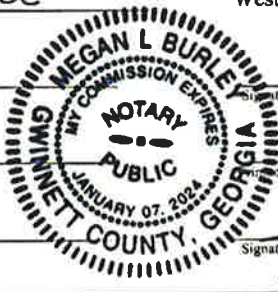
South: BAPU ENTERPRISES, LLC

West: BAPU ENTERPRISES, LLC

Witness' Signature: Tyler Todd

Printed Name of Witness: TYLER TODD

Notary: Megan L. Burley



Signature of Owner/s

Ashish Patel

Printed Name of Owner/s

APPLICANT

(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____ (FEES ARE NON-REFUNDABLE)

Application checked by: _____ Date: _____ Map Number(s): _____

Planning Commission action: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____

City Council Decision: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How many: _____

Manager's Signature: _____ Date: _____



Applicant Campaign Disclosure Form

Disclosure of Campaign Contributions

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

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this 15 day of June, 2020.

ASAD MAZAHIR

Applicant's Name - Printed

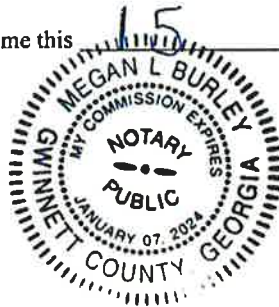
[Signature]

Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 15 day of June, 2020



[Signature]
Notary Public

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

June 1, 2020

Mr. Ronald Johnson
Planning and Zoning Specialist
City of Villa Rica, Georgia

RE: Letter of Authority
Rezoning Application for
International House of Pancakes
1.60 Acres
Hickory Level Road and Georgia Highway 61
Villa Rica, Georgia 30180
Carroll County Tax Parcel No. 168-0190

Mr. Johnson:

Please accept this Letter of Authority authorizing Mr. Asad Mazahir to act as applicant on my behalf concerning the rezoning application for that property listed above for a planned International House of Pancakes Restaurant. This authority only extends to decisions pertaining to zoning and zoning stipulations that affect the aforementioned 1.60 acre tract that is shown in the design plans for the proposed International House of Pancakes. This authority does not extend to any portions of my property that lie outside this 1.60 acre tract.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Ashish Patel
BAPU Enterprises, LLC

Sworn and ascribed to this day

June 08, 2020

Notary Signature

LUIS M RENTERIA
NOTARY PUBLIC
Cobb County
State of Georgia
My Comm. Expires Dec. 17, 2023

Owner Signature

ASHISH PATEL

Owner Printed Name

(Seal)



Application Checklist

Please complete this form when accepting an Alteration to Rezoning Conditions. For processing a Rezoning request or map/text amendments, application shall be submitted in accordance with a schedule adopted annually by the City Council. Each application shall be submitted at least 50 days prior to the date on which it is to be considered by the City Council and in any event in sufficient time so as to permit advance advertising and notice of any public hearing(s).

ALL DOCUMENTS ARE REQUIRED IN ORDER TO ACCEPT APPLICATION.

Please check the following items being submitted:

- ☒ 1. **Application Form:** Completed, signed and notarized by property owner. Application must have property owner's original signature.
- ☒ 2. **Campaign Disclosure Form:** Signed and notarized by the applicant and agent.
- ☒ 3. **Letter of Ownership:** Letter stating that the property owner is aware of the request and/or owns the property in question.
- ☒ 4. **Letter of Intent:** Must clearly state the proposed use and development intent
- ☒ 5. **Survey Plat (8 1/4 x 11):** Prepared plat of the **Subject Property** that has been sealed within the last ten years by a professional engineer, landscape architect or land surveyor registered in the State of Georgia. Said survey plat shall: 1) indicate the complete boundaries of the subject property and all buildings and structures existing therein; 2) Include a notation as to whether or not any portion of the subject property is within the boundaries of the 100 year floodplain; and 3) Include a notation as to the total acreage or square footage of the subject property
- ☒ 6. **Conceptual Site Plans (max. 24 x 36):** Twenty (20) copies that illustrates minimum details of the development standards: Buildings, setbacks, buffers, road frontage, correct scale, north arrow, present zoning classification, topographic information to show elevation and drainage, location and extent of required buffers, proposed lot layout.
- ☒ 7. **Fee:** As listed on the Fee Schedule to defray the administrative and processing costs.

Name of Applicant:

ASAD MAZAHIR

Signature of Applicant:

Date:

6/15/2020



LINE TABLE		
LINE	BEARING	LENGTH
L1	S78°22'33"E	50.30'
L2	S78°22'33"E	21.21'
L3	S11°22'39"E	21.47'
L4	N80°56'22"W	21.34'
L5	N11°22'39"W	22.48'
L6	S09°01'17"W	22.36'
L7	N65°41'03"W	91.72'

CONSTRUCTION ACTIVITY SCHEDULE	
DATE	ACTIVITY
02/2020	PHASE I - Install Erosion Control Measures
02/2020	Install Construction Exit
02/2020	Install Sediment Basin
02/2020	Clear and Grub Site
03/2020	PHASE II - Mass Grading
03/2020	Install Stormwater Conveyance System
03/2020	Place Temporary Ground Cover/Grassing
04/2020	PHASE III - Place Final Driving Surface
05/2020	Final Site Stabilization

GPS COORDINATES:

N 33.717122°
W 84.940678°

PRIMARY PERMITTEE:

Asad Mazahir
P.O. Box 6715
Marietta, Georgia 30065
678-200-8524
4444ihop@gmail.com

SITE AREA:

1.60 Acres

SITE ADDRESS:

Hickory Level Road and Georgia Hwy 61
Villa Rica, Carroll County, Georgia 30180

PRESENT ZONING:

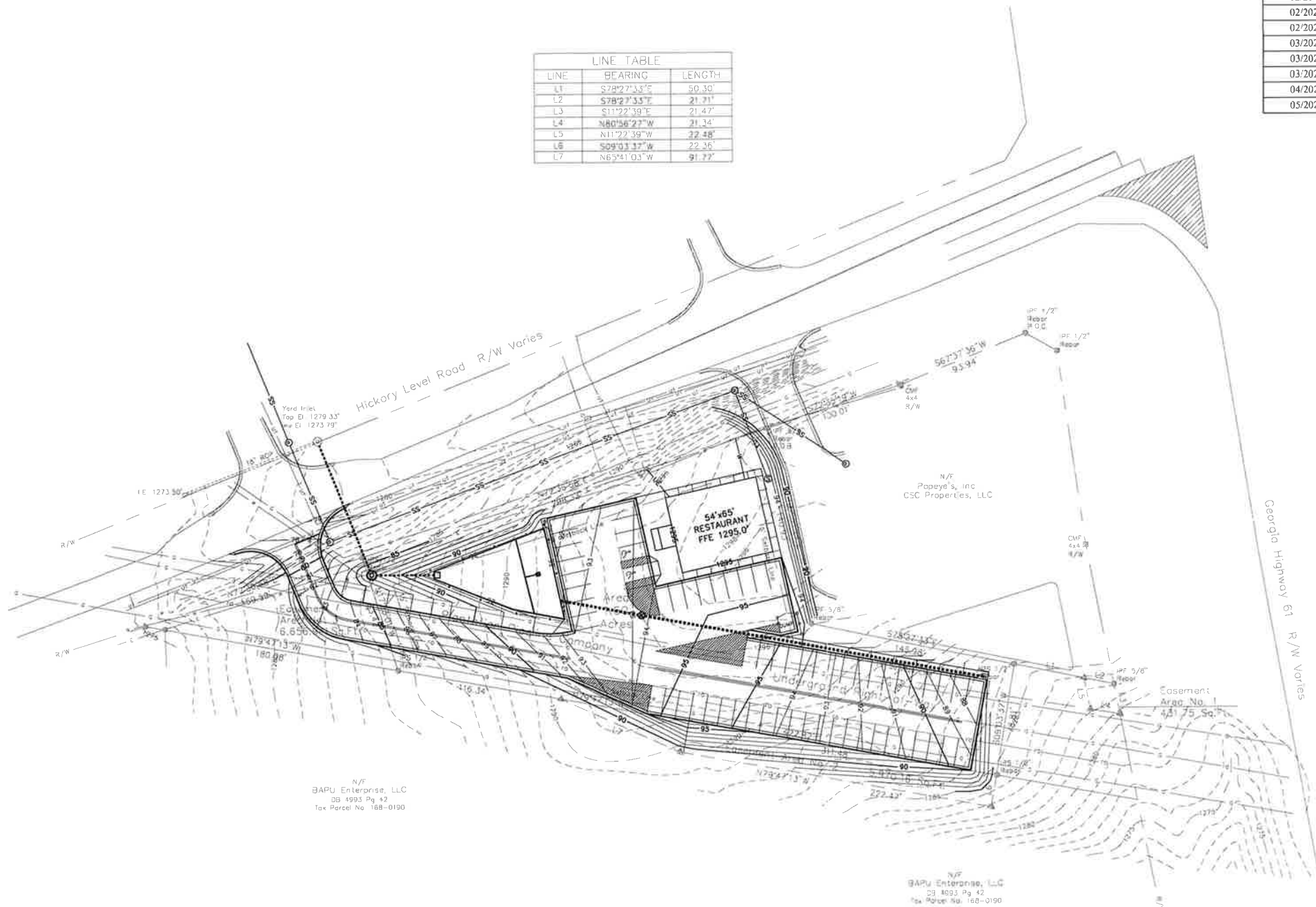
General Commercial

SETBACKS:

Front - 25'
Side - 15'
Rear - 15'

PLANNED DEVELOPMENT:

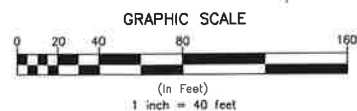
1 - 3,500 Sq Ft. Restaurant



PLAT ABBREVIATIONS

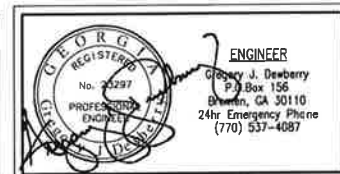
IPF - Iron Pin Found
IPS - Iron Pin Set
FPS - Fence Post Set
OTF - Open Top Pipe
CTP - Clamp Top Pipe
C/C - Concrete
Alum - Aluminum
P/L - Property Line
R/W - Right of Way
C/L - Centerline
F/L - Fenceline
T/L - Transmission Line
N/F - New or Formerly
DB - Dead Block
PB - Plat Book
MF - Map File No.

This property does not lie in a FEMA designated
100-Year flood hazard area.



CONTOUR LEGEND

Existing Contours
Proposed Contours



50
SHEET

REVISIONS	
NO.	DESCRIPTION
1	01-07-2020 REVISED PER COMMENTS
2	01-31-2020 REVISED PER COMMENTS

INTERNATIONAL HOUSE OF PANCAKES

GENERAL PLAN
HICKORY LEVEL ROAD AND GEORGIA HWY 61
VILLA RICA, CARROLL COUNTY, GEORGIA

PROJECT NO. 2019154

DATE: DECEMBER 2, 2019
SCALE: 1" = 40'

CIVIL SOLUTIONS
ENGINEERING & LAND SURVEYING

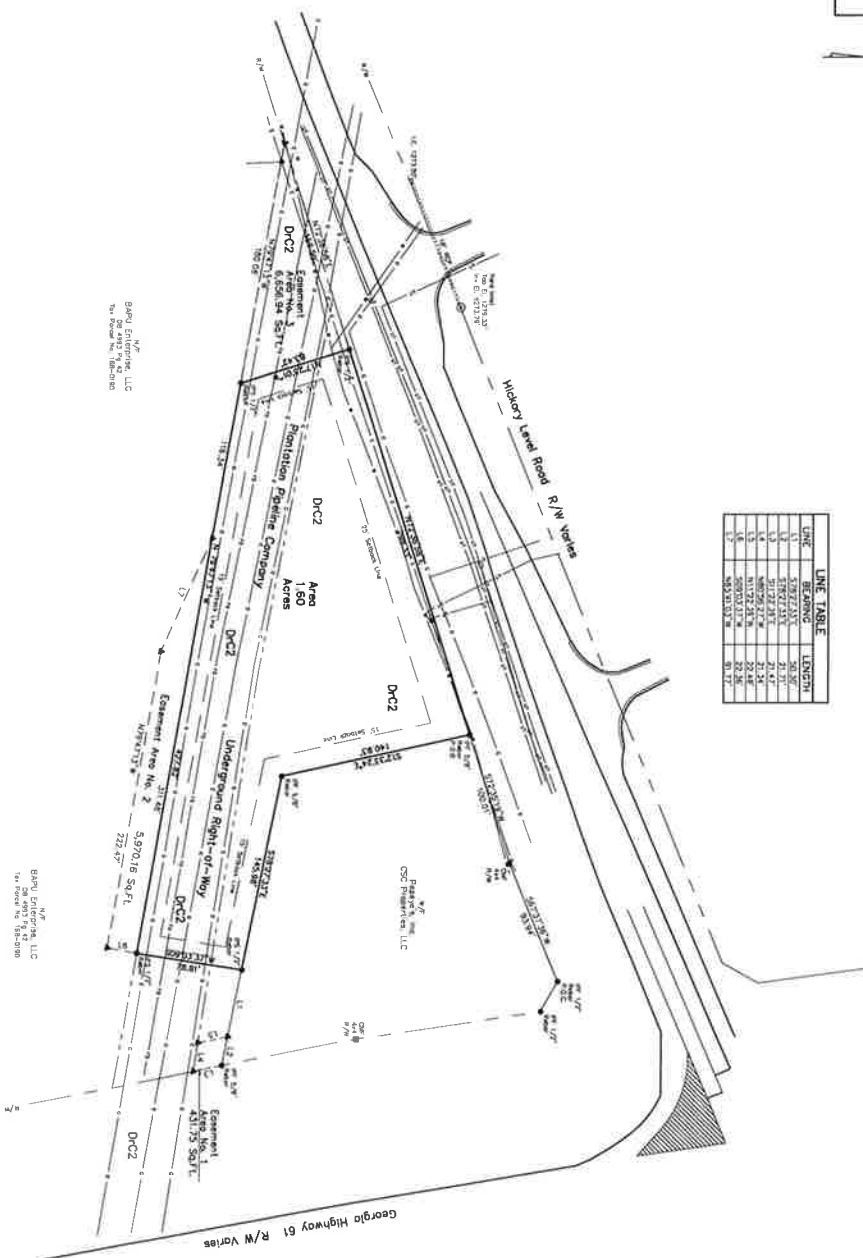
Gregory J. Dewberry, P.E., L.S.
P.O. Box 156
Bremen, Georgia 30110
(770) 537-4087

SHEET
05



This property does not lie in a PLMA designated 100-Year Flood Hazard Area.

LINE	BEARING	LENGTH
1.1	5.76 x 2.55 x	50.50"
1.2	5.76 x 2.55 x	21.51"
1.3	10.11 x 2.18 x	21.43"
1.4	10.00 x 2.17 x	21.34"
1.5	10.11 x 2.18 x	22.44"
1.6	5.09 x 0.51 x	22.56"
1.7	4.63 x 0.51 x	20.17"



SURVEY CLOSURE STATEMENT

The Final Data upon which this plot is based has a closure percentage of 99.10% for the 10000 feet on or outside error of 400 feet per single point, on plot assigned using CONUS file.

This plot has been calculated for closure and is known to be accurate within one foot in 700 feet.

Lower Measurement obtained using LEICA TDS 402
Angle Measurement obtained using LEICA DIST 400
Field Work completed 11/26/2018

GPS COORDINATES

PRIMARY PERMITTEE:
Asad Mazhar

444-ihop@gmail.com

1.60 Acres

Theory Level Road and Georgia Hwy 51
Villa Rica, (County) Georgia 30180

(General Commercial)

PLANNED DEVELOPMENT:
1 - 3,500 Sq Ft Restaurant

COLLIDARY SURVEY FOR
PROPERTY HOLDING COMPANY, LLC
METROPOLITAN TITLE COMPANY

BEING A PORTION OF TAX PARCEL NO. 188-0190
LAND LOT 131 - 6TH LAND DISTRICT
CITY OF VILLA RICA, CARROLL COUNTY, GEORGIA

CIVIL SOLUTIONS
ENGINEERING & LAND SURVEYING

Gregory J. Dewberry, P.E., L.S.
P.O. Box 156
Bruner, Georgia 30110

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REVISIONS	
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00

City of Villa Rica

Application No. ANNEX-01-19

Application No. RA-05-19

Proposed Stipulations:

- Applicant/Owner/Developer agrees to construct building facades of masonry or glass.
- Applicant/Owner/Developer agrees to submit a landscape plan which at a minimum includes a landscaped strip adjoining the Hickory Level Road right-of-way and Georgia Highway 61 right-of-way and plantings within the parking lots.
- Applicant/Owner/Developer agrees to install sidewalks to provide for inter-parcel and intra-parcel pedestrian traffic.
- Applicant/Owner/Developer agrees to design the parking lot and drives to provide for inter-parcel and intra-parcel vehicular traffic, including stub streets and, if feasible, an access road.
- Applicant/Owner/Developer agrees to submit a master signage plan which encourages the use of ground mounted monument signs particularly for single tenant parcels.



**Planning & Zoning Commission
Community Development Department**

Regular Public Hearing
Tuesday, August 06, 2019

The Planning & Zoning Commission met in a regular public hearing on Tuesday, August 06, 2019 at 6:00 p.m. In attendance was Chairman Kurt Kraft, Vice-Chairman John Hannabach, Commissioner Willie Marchman and Commissioner Mac Pilgrim, Ron Johnson – Planning & Zoning Specialist and Kirsten Pilgrim – Administrative Assistant. Commissioner Tom Flowers was not present for the hearing. There were approximately 17 guests in attendance.

Chairman Kurt Kraft called the meeting to order at 6:00 p.m.

AGENDA ADOPTION:

RESULT:	APPROVED UNANIMOUS; 4/0 (With Conditions)
CONDITION:	Separate the Annexation and Rezoning request of the property located at the corner of Georgia Highway 61 and Hickory Level road for the construction of Popeye's into two actions items to be presented to the commission board.
MOVER:	Vice-Chairman John Hannabach
SECONDER:	Commissioner Willie Marchman
AYES:	Chairman Kurt Kraft, Vice-Chairman John Hannabach, Commissioner Willie Marchman and Commissioner Mac Pilgrim

MINUTES ADOPTION: 06/04/2019

RESULT:	APPROVED; 3/1
MOVER:	Vice-Chairman John Hannabach
SECONDER:	Commissioner Willie Marchman
AYES:	Chairman Kurt Kraft, Vice-Chairman John Hannabach and Commissioner Willie Marchman
ABSTAINED:	Commissioner Mac Pilgrim; on the condition that he was not a member of the Planning & Zoning Commission Board when the hearing commenced.

OLD BUSINESS:
None

NEW BUSINESS:

ANNEXATION APPLICATION:

ANNEX 01-19

An Annexation Application was submitted by Conner Patton of Forsite Group on behalf of Bapu Enterprise, LLC to the commission board to allow the property located at the southwest corner of Georgia Highway 61 and Hickory Level Road and the fifty acres, included, to be annexed abuts the existing boundary of Villa Rica, Georgia. The annexation request is appropriate for the city as sewer and water infrastructure currently run through the lot and the lot is bounded on three sides by the city limits. The application was approved and recommended to move forward to City Council.

PUBLIC COMMENTS

Councilman Matt Momtahan took to the podium to represent Ward 2 in which the location of the property corresponds. Mr. Momtahan is in favor of the Annexation request of the property located at the southwest corner of Georgia Highway 61 and Hickory Level Road under the following proposed stipulations:

- Applicant/Owner/Developer agrees to construct building facades of masonry or glass.
- Applicant/Owner/Developer agrees to submit a landscape plan which at a minimum includes a landscaped strip adjoining the Hickory Level Road right-of-way and Georgia Highway 61 right-of-way and plantings within the parking lots.
- Applicant/Owner/Developer agrees to install sidewalks to provide for inter-parcel and intra-parcel pedestrian traffic.
- Applicant/Owner/Developer agrees to install sidewalks to provide for inter-parcel and intra-parcel pedestrian traffic.
- Applicant/Owner/Developer agrees to design the parking lot and drives to provide for inter-parcel and intra-parcel vehicular traffic, including stub streets and, if feasible, and access road.
- Applicant/Owner/Developer agrees to submit a master signage plan which encourages the use of ground mounted monument signs particularly for single tenant parcels.

Jay Davis, Managing Director of Avemore Senior Living Project, took to the podium to state that he is favor of the property located at the southwest corner of Georgia Highway 61 and Hickory Level Road.

RESULT:	APPROVED UNANIMOUS; 4/0 (With Conditions)
MOVER:	Vice-Chairman John Hannabach
SECONDER:	Commissioner Willie Marchman
AYES:	Commissioner Kurt Kraft, Vice-Chairman John Hannabach, Commissioner Willie Marchman and Commissioner Mac Pilgrim
CONDITION:	That the Applicant/Owner/Development agree to the proposed stipulations submitted by Council Member Matt Momtahan.

REZONING APPLICATION:

RA-05-19

A Rezoning Application was submitted by Conner Patton of Forsite Group on behalf of Bapu Enterprise, LLC. to the commission board to allow the property located at the Southwest Corner of Georgia Highway 61 and Hickory Level Road and the fifty acres, included, to be rezoned from Carroll County's Manufactured Home Subdivision to General Commercial (GC). The proposed property is not currently located within City limits; however, it is located within the City's Urban Growth Boundary. The subject property is located along the Commercial Corridor designation in the Comp Plan, which includes (GC) as a compatible zoning classification. The application was approved and recommended to move forward to City Council.

PUBLIC COMMENTS

Councilman Matt Momtahan took to the podium to represent Ward 2 in which the location of the property corresponds. Mr. Momtahan is also in favor of the Rezoning request of the property located at the southwest corner of Georgia Highway 61 and Hickory Level Road under the following proposed stipulations stated above and to add that the structure of the building not include stucco material.

RESULT: **APPROVED UNANIMOUS; 4/0 (With Conditions)**
MOVER: Vice-Chairman John Hannabach
SECONDER: Commissioner Mac Pilgrim
AYES: Chairman Kurt Kraft, Vice-Chairman John Hannabach, Commissioner Willie Marchman and Commissioner Mac Pilgrim
CONDITION: That the Applicant/Owner/Development agree to the proposed stipulations submitted by Councilman Matt Momtahan and any future development of the fifty acres of this property must submit an application to the Planning & Zoning Commission Board proposed by Vice-Chairman John Hannabach.

AVEMORE VILLAGE:

Jay Davis, Managing Director of Avemore Senior Living Project, presented an updated Master Plan of the Avemore Senior Living Project to the commission board. The first draft of the Master Plan had previously been reviewed and approved, under conditions, by the Planning & Zoning Commission Board in 2018. However, the plan has since been enhanced by the assistance of Architects and Engineers due to the first draft not including enough detail. After review and deliberation, the Commissioners were pleased with the recommended grammatical and content changes that has been made to the Master Plan. The Master Plan will be presented to City Council on August 27, 2019.

STAFF COMMENTS:

1. Monthly Planning and Zoning Report – None
2. The Planning & Zoning Commission Board welcomed Mac Pilgrim as the new Commissioner.

PUBLIC COMMENTS:

None

ADJOURNMENT:

RESULT: APPROVED UNANIMOUS; 4/0

MOVER: Commissioner Willie Marchman

SECONDER: Vice-Chairman John Hannabach

AYES: Chairman Kurt Kraft, Vice-Chairman John Hannabach, Commissioner Willie Marchman and Commissioner Mac Pilgrim

MEETING ADJOURNED AT 7:15 P.M.

Commission Chairperson

Date

Office of Community Development

Date

Note: Complete meeting details may be viewed on the City of Villa Rica website at www.villarica.org.

CITY COUNCIL
JEFF REESE, MAYOR
SHIRLEY MARCHMAN, MAYOR PRO TEM
DANNY CARTER
LESLIE MCPHERSON
MATTHEW MOMTAHAN

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

CITY COUNCIL MONTHLY MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Tuesday, August 27, 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, Councilman Danny Carter, Councilwoman Leslie McPherson, Councilwoman Shirley Marchman, and Councilman Matthew Momtahan.

Invocation (Councilman Matthew Momtahan)

Councilman Matthew Momtahan gave the Invocation.

Pledge of Allegiance (Mayor Jeff Reese)

Mayor Jeff Reese led the Pledge of Allegiance.

Adoption of Agenda (Mayor Jeff Reese)

Mayor Reese announced that he has three amendments to the agenda and the first is the Call for Election as Item #A3, Appointment of Mayor Pro Tem as Item #A4, and Leathers Street as Item #B5. Councilman Danny Carter made the motion to adopt the agenda as amended.

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

Public Comment: Three citizens came forward and made a public comment.

Council Updates (Subjects of General Interest and Concern)

Mayor Reese recognized two candidates for Mayor that were in the audience – Michael Day and Dominique Conteh. Mayor Reese asked the City Manager to let the citizens know what is going on downtown with the backhoes and the water line work.

A. Governing Body (Mayor Jeff Reese)

1. Approval of Minutes:

a. Meeting Minutes of August 13, 2019.

Councilwoman Shirley Marchman made the motion to approve the minutes of August 13, 2019.

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

2. Request for Open Container and Use of Prospector Park on September 20-22
(Tom Barber, City Manager)

Councilman Danny Carter made the motion to allow Hixtown Brewing Company to rent and temporarily fence Prospector Park on September 20-22 from noon to 10:00 pm and Sunday starting time at 1:00 pm as a musical entertainment venue, and further move to allow the consumption of alcohol from plastic cups purchased only from Hixtown Brewing during these same dates and times. Consumption may only occur at Prospector Park and along North Avenue, and to allow up to three food truck vendors to operate during these same dates and times on the roads immediately west and north of Prospector Park.

RESULT: **ADOPTED (*VOTE: 3-2)**
MOVER: Danny Carter, Councilman
SECONDER: Leslie McPherson, Councilwoman
AYES: Carter, McPherson
NAYS: Marchman, Momtahan

***The vote was a tie (2-2). Mayor Reese voted to approve the request that broke the tie to a 3-2 Vote, approving the request.**

3. Special Election – Ward 4 Council

City Attorney asked the Council to approve the Resolution to call for a Special Election to fill the unexpired term for the Ward 4 seat due to the resignation of Gil McDougal. The Special Election will be held November 5, 2019 in conjunction with the Municipal General Election.

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

4. Mayor Pro Tem Election

Councilman Danny Carter made the motion to appoint Councilwoman Shirley Marchman as the Mayor Pro Tem.

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

B. Community Development (Bobby Elliott, Director)

1. ABL-07-19: Pouring License Application for Luther's LLC (Bobby Elliott, Director)

Public Comment: None

Councilman Danny Carter made the motion to approve the alcoholic beverage application for Brothers Bar & Steakhouse LLC located at 901 S. Carroll Road, Villa Rica, GA 30180.

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

2. ANNEX-01-19 & Annexation & Rezoning Request – Hwy 61 & Hickory Level Road
(Chris Montesinos, Deputy Director)

Public Comments: One citizen made a public comment.

Councilman Danny Carter made the motion to amend the Comprehensive Plan and Future Land Use Map to include the subject property, to designate it as Suburban Village, and to include it within the amended city limits, to approve the rezoning proposal of Parcel # 168 0190 to General Commercial (GC) on Highway 61 requested by Bapu Enterprise, LLC, and approve the annexation proposal of Parcel # 168 0190 on Highway 61 requested by Bapu Enterprise, LLC into the city limits of Villa Rica from Carroll County with following stipulations:

- Applicant/Owner/Developer agrees to construct building facades of masonry or glass.
- Applicant/Owner/Developer agrees to submit a landscape plan which at a minimum includes a landscaped strip adjoining the Hickory Level Road right-of-way and Georgia Highway 61 right-of-way and plantings within the parking lots.
- Applicant/Owner/Developer agrees to install sidewalks to provide for inter-parcel and intra-parcel pedestrian traffic.
- Applicant/Owner/Developer agrees to design the parking lot and drives to provide for Intra-parcel and intra-parcel vehicular traffic, including stub streets and, if feasible, and access road.
- Applicant/Owner/Developer agrees to submit a master signage plan which encourages the use of ground mounted monument signs particularly for single tenant parcels.

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

3. 20% Grant Match Request for Villa Rica Transportation Master Plan
(Chris Montesinos, Deputy Director)

Councilman Matthew Momtahan made the motion to approve the Resolution of Support and Commitment of the twenty percent match for the Transportation Improvement Program Call for Projects for the Villa Rica Transportation Master Plan.

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

4. RA-06-18: 55 & 63 Goldworth Road – Avemore Presentation for Informational Purposes Only
(Chris Montesinos, Deputy Director)

Jay Davis, Developer of Avemore, gave a presentation of the project. There was no action was taken.

5. Leathers Street

City Attorney David Mecklin gave an update of the Leathers Street request from the owners. The agreement was going out to the owners the next day.

C. Public Works (Pete Zorbanos, Director)

1. Amendment #1 to Agreement with Brennan Jones Engineering Associations LLC

Councilman Danny Carter made the motion to approve an amendment to the agreement with Brennan Jones Engineering Associates, LLC for an amount not to exceed \$7,500.00.

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

2. Enclosure for Existing Metal Building at Old West Plant

Councilwoman Leslie McPherson made the motion to engage Superior Structures for construction services to enclose the east side of the existing metal building at the Old West Plant including the installation of a 14 foot roll up door with an electric operator in an amount not to exceed \$11,565.00.

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

D. Finance (Sarah Hefty, CFO)

1. 2019 Millage Rate: Public Hearing

A Public Hearing took place for comments on the 2019 Millage Rate. Five Citizens came up and made a public comment.

2. 2019 Millage Rate: Adoption

Councilman Danny Carter made the motion to roll back the millage rate to 5.743.

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

3. Financial Update: July 2019

CFO Sarah Hefty gave a July 2019 Financial Update.

E. City Manager's Report (Tom Barber)

City Manager Tom Barber gave an update on city projects.

G. Executive Session (David Mecklin, City Attorney)

City Attorney David Mecklin requested the Council to go into Executive Session for the purposes of:

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 50143(b)(1)(D).
2. Pursuant to the attorney client privilege and as provided by Georgia Code section 50142(1), a meeting otherwise required to be open was closed to the public in order to consult and meet with legal counsel pertaining to pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the agency or any officer or employee or in which the agency or any officer or employee may be directly involved and the matter discussed was .

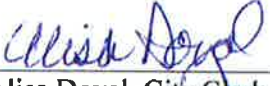
Councilman Danny Carter made the motion to go into Executive Session, seconded by Councilman Matthew Momtahan. The vote was unanimous. Motion approved.

Councilman Danny Carter made the motion to reconvene into regular session, seconded by Councilwoman Shirley Marchman. The vote was unanimous. Motion approved.

City Attorney David Mecklin reported there was no action taken in Executive Session.

Adjournment

Councilwoman Shirley Marchman made the motion to adjourn, seconded by Councilman Danny Carter. The vote was unanimous. The Council adjourned.


Alisa Doyal, City Clerk


Mayor Jeff Reese



Planning & Zoning Commission
Community Development Department

Regular Public Hearing

Tuesday, January 07, 2020

The Planning & Zoning Commission met in a regular public hearing on Tuesday, January 07, 2020 at 6:00 P.M. In attendance was Chairman John Hannabach, Vice-Chairman Tom Flowers, Commissioner David Rogers and Commissioner Willie Marchman, Ron Johnson – Planning & Zoning Specialist and Kirsten Pilgrim – Administrative Assistant. Commissioner Mac Pilgrim was not present for the hearing. There were approximately 10 guest(s) in attendance.

Chairman John Hannabach called the meeting to order at 6:00 P.M.

AGENDA ADOPTION:

RESULT: **APPROVED UNANIMOUS; 3/0**

MOVER: Vice-Chairman Tom Flowers

SECONDER: Commissioner David Rogers

AYES: Chairman John Hannabach

NOTE: Commissioner Willie Marchman was not present for the vote.

MINUTES ADOPTION: 11/05/2019

RESULT: **DEFERRED; 3/0**

MOVER: Vice-Chairman Tom Flowers

SECONDER: Chairman John Hannabach

AYES: None

ABSTAINED: Commissioner David Rogers; on the condition that he was not a member of the Planning & Zoning Commission Board when the hearing commenced. There were not enough Commissioners present to adopt the minutes of the last hearing; therefore, the vote was deferred until the next hearing occurs.

Note: Complete meeting details may be viewed on the City of Villa Rica website at www.villarica.org.

OLD BUSINESS:

None

NEW BUSINESS:

A. Election of Officers took place amongst the Commission Board and the following results are as follows:

- Chairman – John Hannabach

RESULT: **APPROVED; 3/0**

MOVER: Vice-Chairman Tom Flowers

SECONDER: Commissioner David Rogers

AYES: Chairman John Hannabach, Vice-Chairman Tom Flowers and Commissioner David Rogers

NOTE: Commissioner Willie Marchman was not present for the vote.

- Vice Chairman – Tom Flowers

RESULT: **APPROVED; 3/0**

MOVER: Chairman John Hannabach

SECONDER: Commissioner David Rogers

AYES: Chairman John Hannabach, Vice-Chairman Tom Flowers and Commissioner David Rogers

NOTE: Commissioner Willie Marchman was not present for the vote.

B. ANNEXATION APPLICATION:

ANNEX 01-19

A proposed Popeyes restaurant development was approved on August 06, 2019 as a part of application ANNEX-01-19/RA-05-19 for an annexation and subsequent rezoning of the parcel to General Commercial. As a part of that application approval, the Planning & Zoning Commission recommended and City Council approved a set of conditions in correlation to the approval of the application. The conditions are as follows:

1. Applicant/Owner/Developer agrees to construct building facades of masonry or glass.
2. Applicant/Owner/Developer agrees to submit a landscape plan which at a minimum includes a landscaped strip adjoining the Hickory Level Road right-of-way and Georgia Highway 61 right-of-way and plantings within the parking lots.
3. Applicant/Owner/Developer agrees to install sidewalks to provide for inter-parcel and intra-parcel pedestrian traffic.

Note: Complete meeting details may be viewed on the City of Villa Rica website at www.villarica.org.

4. Applicant/Owner/Developer agrees to install sidewalks to provide for inter-parcel and intra-parcel pedestrian traffic.
5. Applicant/Owner/Developer agrees to design the parking lot and drives to provide for inter-parcel and intra-parcel vehicular traffic, including stub streets and, if feasible, and access road.
6. Applicant/Owner/Developer agrees to submit a master signage plan which encourages the use of ground mounted monument signs particularly for single tenant parcels.

Of those conditions, two of them are subject to this rezoning application. The affected conditions have been outlined below:

1. Applicant/Owner/Developer agrees to install sidewalks to provide for inter-parcel and intra-parcel pedestrian traffic.
2. Applicant/Owner/Developer agrees to design the parking lot and drives to provide for inter-parcel and intra-parcel vehicular traffic, including stub streets and, if feasible, an access road.

Because of engineering considerations and the extreme slope of the lot from the proposed Popeyes section of the lot to the remaining vacant sections of the lot, the ability to install sidewalks and driveways, to and from the Popeyes site, is not feasible from an engineering perspective.

PUBLIC COMMENTS

Larry Cohrs is not in favor of approving the application, omitting the two conditions that are subject to the application. He believes that every business that is constructed on those parcels should be “pedestrian-friendly” and that there are other options for connectivity to ensure the “pedestrian-friendly” manner of the parcels, such as stairs. Therefore, he does not believe the applicant should be waived of the two, subjected, conditions.

Connor Patton, representor of Forsite Group, explained that due to the Requirements and Restrictions of the ADA, steps cannot be considered as an option for the connectivity of the parcels.

Tom Barber, City Manager, was in favor of the subjected conditions to be waived from the application and agreed with the statements made by Connor Patton in regards to the Requirements and Restrictions of the ADA. The Pipelines through the parcel are a significant feature that cannot be ignored or manipulated in any way. The conditions that have been set for this particular parcel may not be the same for the remaining acreage and applicants that want to construct new businesses on those parcels.

RESULT: APPROVED UNANIMOUS; 4/0

MOVER: Vice-Chairman Tom Flowers

Note: Complete meeting details may be viewed on the City of Villa Rica website at www.villarica.org.

SECONDER: Commissioner David Rogers

AYES: Chairman John Hannabach, Vice-Chairman Tom Flowers, Commissioner David Rogers and Commissioner Willie Marchman

NOTE: The Planning & Zoning Commission recommended relief of the two subjected conditions and to move the application forward to City Council.

C. ZONING ORDINANCE CHANGE:

Chris Montesinos, Deputy Community Development Director, took to the podium to present the new Zoning Map and request a change of the current UDC Zoning Ordinance in regards to noticing surrounding properties of changes to the Zoning Ordinance. As the adoption of the new Zoning Ordinance approaches, according to the current UDC Zoning Ordinance, it is a requirement to notice all properties, individually, of the changes made to the ordinance. This would require over 6,000 Certified Letters to be sent to all property owners within the city limits of Villa Rica. The recommendation to change the current UDC Plan does not omit the city of Villa Rica from state law. The following change recommended of the UDC Section.201 (b) is as follows:

“6. Notification. Zoning text amendments and revisions of the zoning map which are initiated by the city shall not require the posting of signs on affected properties. Notice to the property owner(s) shall be required where the rezoning will substantially affect the enjoyment or use of the property as currently developed, and shall not be based on projected or prospected financial gain on a property’s future transaction. The City shall be exempt from the notification of individual property owners adjoining the property being rezoned, but shall not be exempt from any requirements under the Georgia Zoning Procedures Law.”

This will allow the City to move forward with the adoption of the new Villa Rica Zoning Ordinance and Official Zoning Map, while still requiring the City to notify property owners where substantive changes to the zoning of their properties is being proposed (advising them of the upcoming public hearing). However, it will not require the notification of ALL property owners and it will not require the posting of notice on ALL properties.

CHANGE TO THE UDC ZONING ORDINANCE SECTION.201 (B)

RESULT: **APPROVED UNANIMOUS; 4/0**

MOVER: Vice-Chairman Tom Flowers

SECONDER: Commissioner David Rogers

AYES: Chairman John Hannabach, Vice-Chairman Tom Flowers, Commissioner David Rogers and Commissioner Willie Marchman

Note: Complete meeting details may be viewed on the City of Villa Rica website at www.villarica.org.

APPROVAL OF NEW ZONING MAP

RESULT: **APPROVED UNANIMOUS; 4/0**
MOVER: Vice-Chairman Tom Flowers
SECONDER: Commissioner David Rogers
AYES: Chairman John Hannabach, Vice-Chairman Tom Flowers, Commissioner David Rogers and Commissioner Willie Marchman

STAFF COMMENTS:

1. Monthly Planning and Zoning Report – Ronald Johnson, Planning & Zoning Specialist, presented a new Subdivision Development Map to the Commission Board.
2. The Commissioners of the Planning & Zoning Commission welcomed newest Commissioner, David Rogers, to the board.

PUBLIC COMMENTS:

None

ADJOURNMENT:

RESULT: **APPROVED UNANIMOUS; 4/0**
MOVER: Vice-Chairman Tom Flowers
SECONDER: Commissioner Willie Marchman
AYES: Chairman John Hannabach, Vice Chairman Tom Flowers, Commissioner David Rogers and Commissioner Willie Marchman

MEETING ADJOURNED AT 7:17 P.M.

Commission Chairperson

Date

Office of Community Development

Date

Note: Complete meeting details may be viewed on the City of Villa Rica website at www.villarica.org.

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

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

CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
Thursday, January 28, 2020 | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 6:00 pm.

Present: Mayor Gil McDougal, Mayor Pro Tem Danny Carter, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, and Councilman Michael Young. Councilwoman Leslie McPherson was absent.

Invocation (Pastor Whit R. Martin)

Pastor Whit R. Martin from the Villa Rica First United Methodist Church gave the invocation.

Pledge of Allegiance (Christian Campbell, Troop #1828)

The Pledge of Allegiance was led by Christian Campbell from Boy Scout Troop #1828.

Ceremonial Presentations (Mayor and Council)

- 2020 Census Presentation – Evette Bridges, Villa Rica Public Library Manager
Evette Bridges gave a presentation on how the library will contribute to the census count.

Adoption of Agenda (Mayor Gil McDougal)

Councilman Danny Carter requested an amendment to the agenda to add the Approval of Consent Agenda and table A2-Approval of Expenditures to the Feb 11 meeting.

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

Council Updates (Subjects of General Interest and Concern)

No Council Updates. Mayor Gil McDougal stated there are four vacancies on the Recreation Advisory Commission, one vacancy on the Cemetery Commission, and one vacancy on the Main Street Advisory Board. If anyone is interested, contact City Clerk Alisa Doyal at

Public Comment: Four citizens came forward and made a public comment.

A. Approval of Consent Agenda (Mayor Gil McDougal)

Mayor Gil McDougal presented the Consent Agenda Items for approval:

1. Vendor Recommendation for the Senior Delivery Vehicle
2. Vendor Recommendation for Athletic Staff.
3. Surplus C900 Pipe
4. Surplus Three Fleet Vehicles
5. Surplus Old Tire Balancer
6. Civic Center Renovation
7. Equipment Storage Building for the Distribution and Collection Department

Councilman Michael Young made the motion to approve the Consent Agenda as outlined.

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

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes:

- a. Meeting Minutes of January 9, 2020

Councilman Danny Carter made the motion to approve the minutes of January 9, 2020.

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

C. Community Development (Bobby Elliott, Director)

1. RA-09-19: Rezoning Request of 100 Hickory Level Road – Popeyes (Ronald Johnson, Planning and Zoning Specialist)

Public Hearing: Three citizens came forward to speak.

Councilman Matthew Momtahan made the motion to approve the rezoning proposal made by Foresite Group with the three conditions as outlined by the City Council on August 6, 2019; and the removal of two conditions for inter-parcel and intra-parcel connectivity between the proposed Popeyes Louisiana Kitchen Restaurant and the remaining sections of the parcel; that portion particularly designated under boundary and topo survey submitted by the applicant dated July 1, 2019; as well as removal of the condition to supply sidewalks on and off-site in locations that pose engineering and/or topographic challenges as reviewed and considered by the City of Villa Rica engineer.

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

2. Amendment to the Unified Development Code (Chris Montesinos, Deputy Director)

Public Hearing: None

Councilman Danny Carter made the motion to approve a text amendment to Section 2.01(b) of the

Unified Development Code to read: "6. **Notification.** Zoning text amendments and revisions of the zoning map which are initiated by the city shall not require the posting of signs on affected properties. Notice to the property owner(s) shall be required where the rezoning will substantially affect the enjoyment or use of the property as currently developed, and shall not be based on projected or prospected financial gain on the property's future transaction. The City shall be exempt from the notification of individual property owners adjoining the property being rezoned, but shall not be exempt from any requirements under the Georgia Zoning Procedures Law".

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

D. Finance (Sarah Andrews, CFO)

1. **Financial Update: December 2019**

CFO Sarah Andrews gave a presentation of the December 2019 Financial Report.

E. Community Development (Bobby Elliott, Director)

1. **Direction on Revisions/Amendments to the Draft Zoning Ordinance** (Chris Montesinos, Deputy Director)

Deputy Director Chris Montesinos reported that he has received all the feedback from the Planning Commissioners, City Council, city staff and public, and ready for the finalize the final draft to present to the Council to adopt. The timeline for the zoning ordinance adoption:

- a. February 11th, 2020 – Confirmation of final edits as submitted by the Planning Commission and the City Council through February 4th, 2020.
- b. March 10th, 2020 – Public Hearing and First Reading of the Villa Rica Zoning Ordinance as amended (incorporating all edits as confirmed on February 11th, 2020).
- c. April 14th, 2020 – Public Hearing for objections to proposed zoning modifications and adoption of the Villa Rica Zoning Ordinance, and Official Zoning Map as amended.

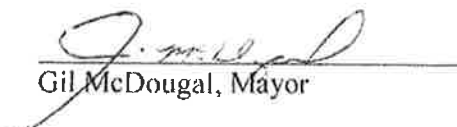
F. City Manager Report (Tom Barber)

City Manager Tom Barber gave an update of city projects.

Adjournment

The motion to adjourn was made by Council Matthew Momtahan and seconded by Councilwoman Shirley Marchman. The vote was unanimous. The meeting adjourned.


Alisa Doyal, City Clerk


Gil McDougal, Mayor



CITY OF VILLA RICA

City Council Packet

SUBJECT: CU-01-20- V03 0100037 (Hwy 101 at Industrial Ct W)

CITY COUNCIL AGENDA DATE: August 11, 2020

DATE: August 27th, 2020

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Viral Patel of Marietta, Georgia is requests a Special Exception Permit to construct a truck stop with a convenience store attached and accessory truck parking for property located on the NW corner of Georgia Highway 101 and Industrial Court West, Parcel No: V03 0100037, in Land Lot 190 of the 6th District in Carroll County. The property consists of 10 acres and is located in Ward 3.

BACKGROUND: The property is currently vacant with no structures on the lot. The new Zoning Ordinance requires all truck stops to go before the City Council for a Special Use Permit.

STAFF RECOMMENDATION: Staff recommends approval with the following conditions:

1. RV Parking must be limited to no more than one (1) overnight stay.
2. Submittal of a traffic study for the intersection of W Industrial Ct and Highway 101 and the completion of all necessary off-site traffic improvements subject to the requirements of the City Engineer and GDOT.
3. All parking is to be provided on site. No parking is allowed on adjoining parcels or on streets.
4. The consequence of a substantial violation shall be revocation of the special exception approval by the City Council. The applicant will be allowed 30 days to resolve the violation prior to the City initiating revocation procedures. Grounds for revocation include the following:
 - a. Non-compliance with any special conditions imposed by the Code or by the Council at the time of approval
 - b. Violation of any provisions of the Code pertaining to the use of the land, construction or uses of buildings or structures or activities conducted on the premises
 - c. Violation of any other applicable Code provisions or any state or federal law or regulation

IMPACT: N/A

MOTIONS: I make a motion to approve the Special Use Permit for a truck stop with convenience store on Parcel Number V03 0100037, with the aforementioned conditions as presented, and as requested by Viral Patel.



**APPLICATION FOR
CONDITIONAL USE PERMIT**

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: 7/15/2020

APPLICANT

Applicant Name: Viral Patel

Address: 1450 Grovehurst Drive City: Marietta State: Ga. Zip: 30062

Phone: (678) 904 - 6880 Fax: () - Email:

Agent Name: CD Freeman Design Services, LLC

Address: 1795 Weems Road City: Locust Grove State: Ga. Zip: 30248

Phone: (404) 391 - 3352 Fax: () - Email: CDFreemandedesign@gmail.com

Owner Name (If different from applicant): K&S Ventures LLC David Schoerner, Managing Member

Address: 125 Windsong Ct. City: Carrollton State: Ga. Zip: 30117

Phone: (404) 583 - 1183 Fax: () - Email: drs1850@gmail.com

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

CONDITIONAL USE

Project Name: Hwy. 101 Truck Plaza

Conditional Use Location (attach location map): Hwy. 101 at Industrial Court West

Proposed Use: Truck Plaza with Convenience Store

Square Footage of Site: 435,600 (10 Acres)

Assessor's Parcel Number: V030100037

Describe Proposed Conditional Use:

(For Office Use Only)

Total Amount Paid \$ Cash Check # Received by:

Application checked by: Date: Map Number(s):

Planning Commission: Approved ☐ Denied ☐ Date: Conditions: No ☐ Yes ☐ How many:

City Council Decision: Approved ☐ Denied ☐ Date: Conditions: No ☐ Yes ☐ How many:

Manager's Signature: Date:



CASE # _____
CONDITIONAL USE PERMIT

The procedure for approval of a Conditional Use Permit or a Communications Tower Special Use Permit is set forth in Section 2.03.D of the Unified Development Code (UDC). Generally, the process involves review by the Community Development Manager and the Planning Commission with a final review and decision by the City Council.

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

VIRAL P. PATEL

Signature of Applicant

7/15/2020

Date

Required Materials to Accompany the Application:

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

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



CASE # _____
CONDITIONAL USE PERMIT

Disclosure of Campaign Contributions

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

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this _____ day of _____, 20____.

Applicant's Name – Printed

Signature of Applicant

Applicant's Attorney, if applicable – Printed

Signature of Applicant's Attorney, if applicable

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

Notary Public

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



CASE # _____
CONDITIONAL USE PERMIT

Disclosure of Campaign Contributions

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

Has the applicant¹ made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No X

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

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

We certify that the foregoing information is true and correct, this _____ day of _____, 20____.

Viral Patel
Applicant's Name - Printed

Viral Patel
Signature of Applicant

Applicant's Attorney, if applicable - Printed

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this 23rd day of July, 2020.

[Signature]
Notary Public



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

General assessment for proposed development located at intersection of Hwy 101 and Industrial Pkwy.

The new owner/developer proposes an amendment to the existing zoning, by way of a Conditional Use Permit, to construct a truck plaza at this location. The development will be designed and constructed to accommodate temporary parking for approximately 80 to 100 semi-trucks with trailers. A general convenience store will be constructed and stocked with grab and go items and space will be made available for a fast food type facility within the store. Diesel fuel pumps will be provided in the rear of the facility to accommodate large trucks and in the front adequate gas pumps will be provided for the general public.

This site has remained idle for over 20 years since it was cleared and graded. Construction of this facility will boost the local economy immediately as the construction costs are estimated between four to five million dollars. This property and all the surrounding properties are currently zoned I2, Medium Density Industrial. The proposed facility will adhere to the intended goals and policies of the Comprehensive Land Use Plan and adhere to all setbacks and landscape requirements pursuant to that zoning. Because of its location, construction of a truck plaza in this area should result in no detrimental impacts to the general public nor existing traffic patterns. This facility once completed should enhance the general area since it will be utilized mostly by the existing businesses and their trucking needs. The center will be a huge plus for truckers refueling before traveling to their destinations.

Being located on a main corridor and away from any residential zoning, the general public should not be adversely impacted by this development. The construction of the truck plaza will allow only temporary resting area for truckers. Several hundred trucks pass through this area daily from the many industrial and manufacturing facilities and this will provide a quick and much needed refueling station. The facility will likewise be accessible to the general public for fuel and convenience items.

Letter of Intent to Purchase Real Estate

July 9, 2020

RE: Letter of Intent to Purchase
The Carroll County (GA) parcel number in the City of Villa Rica "V030100037"

Dear Seller K & S Ventures, LLC,

This Letter of Intent shall serve as an indication of interest on behalf of Viral Patel in acquiring the above referenced property under the following terms and conditions

WPS

Purchaser: Viral Patel (Rick)
Seller: K & S Ventures LLC
Property: 10 ^{2.68} ~~Acres~~ parcel
Zone: General Industrial
Purchase Price: Purchase Price shall be Eight Hundred Thousand (\$800,000) Dollars payable in cash at closing.

Earnest Money:

Purchaser shall deliver Ten Thousand (\$10,000) dollars to the escrow agent as earnest money with the formal Purchase Contract. Earnest Money shall be fully refundable to Purchaser upon termination at any time prior to the satisfaction of Conditions Precedent to Closing.

Due Diligence Period: 60 days

Closing Period: The closing shall occur on or before October 9th, 2020.

Conditions Precedent to Closing:

Purchaser's obligation to close is subject to the satisfaction of the following conditions:

1. Appraisal showing the value of the property equal to or greater than the proposed purchase price.
2. Satisfactory Title Report.
3. Satisfactory Soil test report.
4. Confirm sanitary sewer accessibility line with adequate capacity for C-store development on this parcel.
5. Zoning is appropriate to develop Truck Stop including C-store on this parcel.

Inspection:

After the final acceptance of a binding Purchase Agreement, Purchaser may have Thirty (30) days to have the Real Estate inspected by a person of Purchaser's choice to determine if there are any unsafe conditions or other damage, including the presence of radon gas, any lead-based paint hazards, and inspections for other conditions that are customary to the locality and/or that are required by law. Buyer shall have full permission to conduct any sub-surface testing upon the Real Estate, including, but not limited to a Phase II environmental test. Furthermore, the Real Estate is being sold in free and clear of all liens and environmental issues.

Non-Binding:

This Letter of Intent does not, and is not intended to, contractually bind the parties, and is only an expression of the basic conditions to be incorporated into a binding Purchasing Agreement. This Letter of Intent does not address all of the essential terms of any potential Purchase Agreement. This Letter does not

require either party to negotiate in good faith or to proceed to the completion of a binding Purchase Agreement. The parties shall not be contractually bound unless and until they enter into a formal, written Purchase Agreement, which must be in form and content satisfactory to each party and to each party's legal counsel, in their sole discretion. Neither party may rely on this Letter as creating any legal obligation of any kind; neither party has taken or will take any action in reliance on this non-binding Letter of Intent, whether a contract claim, a claim for reliance or estoppel (such as a claim for out-of-pocket expenses incurred by a party), or a claim for breach of any obligation to negotiate in good faith.

Confidentiality:

Buyer and Seller agree to make good faith efforts to hold any pricing terms, negotiations, and any other confidential information in confidence and will not disclose this information to any person or entity without prior written consent from either party.

Closing Costs:

Seller shall pay all documentary stamps which are required to be affixed to the General Warranty Deed.

Purchaser shall pay the cost of recording the Limited Warranty Deed.

Purchaser and Seller shall each pay their own attorney's fees.

2020 PROPERTY TAXES TO BE PRORATED BETWEEN BUYER & SELLER AS OF DATE OF CLOSING.

The purpose of this letter is to identify the basic terms and conditions which are acceptable to both parties in an effort to facilitate the preparation of a formal Purchase Agreement for closing. A formal Purchase Contract will be prepared within 12 working days of acceptance.

Should you have any questions or if I may be of any assistance, please do not hesitate to contact me.

Sincerely,

Viral P. Patel

Purchaser: Viral Patel
Address: 1450 Grovehurst Dr, Marietta, GA 30062
Cell: 678-907-6880

Acknowledge and Accepted by Seller on 7/9/2020

David R. Schuemer

Seller: K & S Ventures, LLC
David R. Schuemer, Managing Member
Address: c/o 125 Windsong Court, Carrollton, Ga 30117
Cell: 404-583-1183

K & S Ventures LLC
125 Windsong Court
Carrollton, Ga 30117

July 15, 2020

To: Planning and Zoning Department
City of Villa Rica
517 W. Bankhead Highway
Villa Rica , GA 30180

Dear Staff,

I, David R. Schoerner, Managing Member of K & S Ventures LLC, do hereby authorize the applicant , Viral P.(Rick) Patel to request the attached Conditional use permit, for our parcel number V030100037.

Sincerely,

K & S Ventures LLC



David R. Schoerner
Managing Member

Notary: Ashley Duffey

Ashley Duffey

Date: 07-08-2020





Planning & Zoning

Community Development Department

CU-01-20

Council Ward: 3

Planning Board Member: Tom Flowers

City Council Member: Leslie McPherson

Public Hearing Dates

City Council: August 11, 2020

Request: Special Exception for a Truck Stop and Convenience Store with accessory Truck Parking



Applicant: Viral Patel
1450 Grovehurst Drive
Marietta, GA 30062

Parcel Number(s): V02 0100037
Acres: 10
Current Land Use: Vacant
Future Development: Industrial

Location: NW Corner of Highway 101 and W. Industrial Court, in Land Lot 190 of the 6th District in Carroll County.

Project Description:

The applicant is requesting a Special Exception for the purpose of operating a truck stop and convenience store with accessory truck parking for 80 to 100 semi-trucks with trailers.

Surrounding Properties:

Current Zoning		Land Use
North	Industrial Medium-Density (I2)	Industrial
East	Industrial Medium-Density (I2)	Vacant
South	Industrial Medium-Density (I2)	Industrial/Vacant
West	Industrial Medium-Density (I2)	Industrial

Special Exception Review Standards:

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

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

The truck stop is a Special Exception category under the land uses.

- ii) **Will be harmonious and consistent with the character of the zoning district and in accordance with the general objectives, or with any specific objective of the City's Comprehensive Plan and the Zoning Ordinance;**

The proposed truck stop is consistent with the character of the I2 Industrial Medium-Density Zone. The surrounding properties are all zoned industrial and are used for industrial purposes. The truck stop/travel center is proposed to services the trucks entering and leaving the industrial park, as hundreds of trucks travel the Highway 101 corridor daily. This use will meet the needs of the truck drivers before they travel to I-20. No residential uses are located near the proposed truck stop. No convenience stores are located near the truck stop, or within the northwestern section of the city.

- iii) **Will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;**

Because the property is in the Industrial Character Area, which promotes industrial activity and healthy industrial parks, the use is most appropriate for this Industrial Character Area compared to other Industrial Character Areas. The main users of the facility are truck drivers for the truck parking portion of the use, and the convenience store will be used by both truck drivers and area residents and travelers on Highway 101. The appearance and character of the area are not proposed to change based on the submitted concept plan, and existing construction in the area.

- iv) **Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and**

sewer, and schools; or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;

The property has access to water and sewage services and is located within 2 miles of the Carroll County Fire Department. All other public facilities are supplied by the City of Villa Rica. Although from a road capacity standpoint Highway 101 will not need improvements, the W Industrial Ct intersection may require upgrading, including acceleration lanes, deceleration lanes, turning lanes and/or a traffic light, subject to review by the City Engineer and the Georgia Department of Transportation (GDOT). Highway 101 belongs to the largest street classification category (Major Arterial) and is intended for heavy traffic, including trucks.

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

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

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

The use will generate increased traffic at the intersection of W Industrial Ct and Highway 101 because of the increase in truckers using that facility for refilling, parking/sleeping, and RV parking. Automobiles are also proposed to use the fuel pumps and convenience store. As with all fueling stations, the presence of fumes and odors are inherent. The isolation of this property from residential properties remove any potential nuisance to the general welfare concerns.

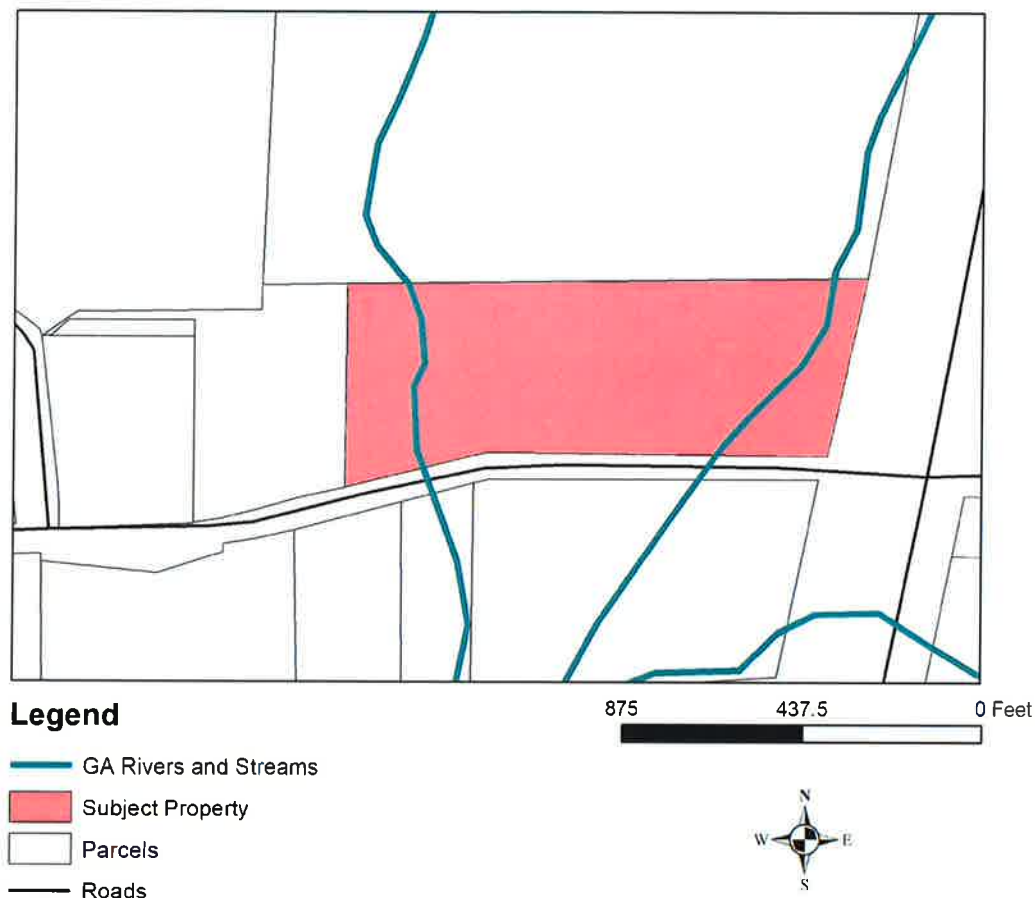
- vii) Will have vehicular approaches to the property, which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares; and**

Vehicular approaches have not been indicated on the submitted Concept Plan. All traffic related improvements along Georgia Highway 101 are required to be reviewed by GDOT, to which they will determine if traffic improvements are warranted. The W Industrial Ct aprons and any acceleration/deceleration lanes are subject to the requirements of the Villa Rica City Engineer and the Development Code.

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

The property will not create any such damage or destruction. No historic resources have been documented on this property. There are two streams/tributaries that cross the property, that would be subject to the state and local stream buffer requirements (including the 75', 50' and 25'). The far eastern section of the property, near GA Highway 101 is located in FEMA Flood Zone X, which represents an area of moderate flood hazard that is determined to be outside the Special Flood Hazard Area between the limits of the base flood and the 0.2-percent-annual-chance (or 500-yr) flood.

Nearby Streams and Rivers



Staff Comments:

The applicant is requesting a Special Exception for the purpose of a truck stop. The purpose of Special Exception Use review is to allow the City to exercise some discretion over the extent and design of certain activities that could have a detrimental effect on the community if permitted to exist in large numbers, in certain locations or without special conditions. Therefore, these regulations enable the City to authorize a Special Use subject to conditions that mitigate the potential problems associated with the use or its location in relation to the neighboring properties. A Special Use is not a use by right.

Although there may be traffic and environmental conditions that may arise from the corresponding construction associated with the approval of this use, this application is only for the allowance of the use itself. The City Engineer and GDOT have standards for site improvements on and off of the parcel that must be met prior to construction. The stream buffer, lot coverage requirements, setbacks and all other requirements of the zoning ordinance and the development code are expected to be followed and meet the proper standards, otherwise further variances will be required.

Recommendation:

APPROVAL WITH CONDITIONS

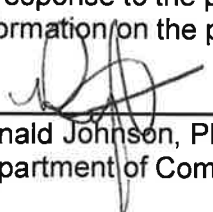
1. RV Parking must be limited to no more than one (1) overnight stay.
2. Submittal of a traffic study for the intersection of W Industrial Ct and Highway 101 and the completion of all necessary off-site traffic improvements subject to the requirements of the City Engineer and GDOT.
3. All parking is to be provided on site. No parking is allowed on adjoining parcels or on streets.
4. The consequence of a substantial violation shall be revocation of the special exception approval by the City Council. The applicant will be allowed 30 days to resolve the violation prior to the City initiating revocation procedures. Grounds for revocation include the following:
 - a. Non-compliance with any special conditions imposed by the Code or by the Council at the time of approval
 - b. Violation of any provisions of the Code pertaining to the use of the land, construction or uses of buildings or structures or activities conducted on the premises
 - c. Violation of any other applicable Code provisions or any state or federal law or regulation

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on **July 27th, 2020**; a sign has been posted on the subject property; and all abutting property owners have received notification via certified mail.

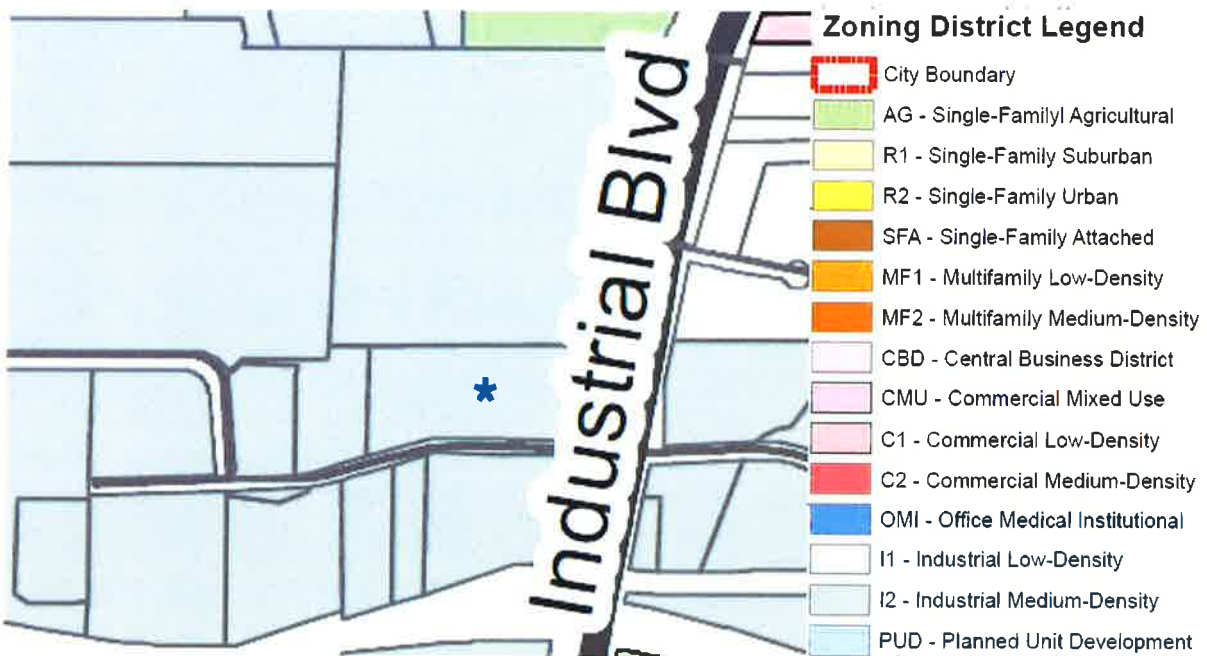
Public Response:

In response to the public notifications, one member of the public called on 8/3/20 to find out more information on the proposed use and to voice concern with increased traffic.



Ronald Johnson, Planning & Zoning Specialist
Department of Community Development**Attachments:**

1. Application
2. Concept Plan prepared by CD Freeman Design Services, LLC, undated.
3. Zoning Map

Zoning Map:

LEGEND
PROPOSED STORMWATER
FLOW DIRECTION

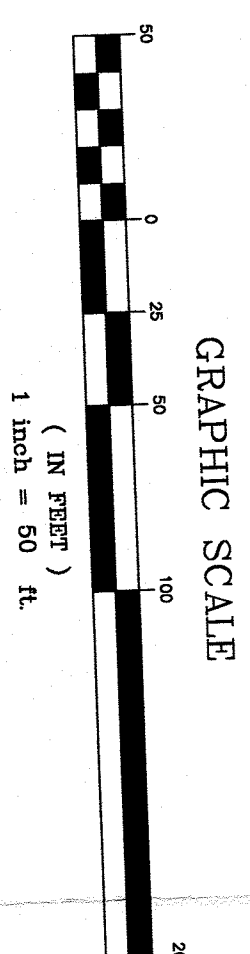


General Notes:

1. Site is located in LL 190 6th District Carroll County, City of Villa Rica, Ga.
2. Boundary information taken from plat by Crawford-Williams Assoc. Dated May 22, 1987
3. Property contains 10.0 acres
4. Property is currently owned by K & S Ventures, LLC.
5. 125 Windsor Ct., Carrollton Ga. 30117
6. Property is currently zoned GI-1-2 (General Industrial). Surrounding properties are zoned Industrial.
7. Sanitary sewer is available for this property by way of an outfall sewer line located under Industrial Court West.
8. Property is currently vacant and undeveloped.

HIGHWAY 101 TRUCK PLAZA CONCEPTUAL SITE PLAN

Scale: 1" = 50 feet (when plotted 24" x 36")



Conceptual Plan prepared by
CD Freeman Design Services LLC
1795 Weems Road
Locust Grove Ga.
404-391-3352
cdfreemandedesign@gmail.com



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2020 Budget Amendment
AGENDA DATE: 09-08-2020

DATE PREPARED: 08-27-2020
PREPARED BY: Sarah Andrews

AMOUNT: See Exhibit A
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?

PURPOSE: To adopt ordinance amending the 2020 budget.

MOTION: I make a motion to adopt the ordinance to approve an amendment to the budget for the fiscal year 2020 for the City pursuant to Section 2-71 of the City Charter.

COURT ROOM REMODEL

Source of Funds: 2008 SPLOST

More invoices came in for the Court Room Remodel. Need to increase the budget amount. Using old SPLOST for senior bus.

Item	Account Name	Account Type		Amount
76 320-1110-541300	Buildings	Expense	Increase	6,071.04
77 320-5500-542200	Vehicles	Expense	Decrease	(6,071.04)

STORMWATER IMPROVEMENTS

Source of Funds: 2008 SPLOST

Stormwater Capital items in addition to the budgeted capital amount. Using the old SPLOST that was for the senior bus.

Item	Account Name	Account Type		Amount
78 320-4320-541420	Stormwater Improvements	Expense	Increase	15,000.00
79 320-5500-542200	Vehicles	Expense	Decrease	(15,000.00)

POLICE VEHICLE REPLACEMENT

Source of Funds: Insurance Proceeds

Additional police vehicle and equipment purchased to replace wrecked vehicle #5771 and equipment. Insurance Proceeds for part of the amount.

Item	Account Name	Account Type		Amount
80 350-3210-542200	Vehicles	Expense	Increase	53,410.00
81 350-391100	Capital Projects Transfer	Revenue	Increase	53,410.00
82 100-9000-611021	Transfer to GF Capital	Expense	Increase	53,410.00
83 100-383100	Insurance Proceeds	Revenue	Increase	30,000.00
84 100-3210-552200	Self-Pay Claims	Expense	Decrease	(23,410.00)

CODIFICATION OF ZONING ORDINANCE

Source of Funds: Travel & Training & Advertising

Since the Zoning Ordinance was adopted on August 11, 2020, Municode has quoted the price for codification.

Item	Account Name	Account Type		Amount
85 100-1330-531400	Books & Periodicals	Expense	Increase	8,462.00
86 100-7400-523500	Travel	Expense	Decrease	(3,562.00)
87 100-7400-523700	Training	Expense	Decrease	(4,750.00)
88 100-7400-523300	Advertising	Expense	Decrease	(150.00)

ELECTRICAL AT AVANTI

Source of Funds: 2008 SPLOST

Electrical improvements needed at Avanti after last week's power outage.

Item	Account Name	Account Type		Amount
89 320-4900-541300	Buildings	Expense	Increase	13,450.00
90 320-5500-542200	Vehicles	Expense	Decrease	(13,450.00)

TWO MOWERS FOR RECREATION**Source of Funds:** 2008 SPLOST*Recreation needs two 72" mowers for infield mowing. One to be funded from SPLOST and one from dept. savings.*

Item	Account Name	Account Type		Amount
91 320-6120-542500	Equipment	Expense	Increase	11,000.00
92 320-5500-542200	Vehicles	Expense	Decrease	(11,000.00)
93 350-6110-542500	Equipment	Expense	Increase	11,000.00
94 350-391100	Capital Projects Transfer	Revenue	Increase	11,000.00
95 100-9000-611021	Transfer to GF Capital	Expense	Increase	11,000.00
96 100-6120-531710	Operating Supplies	Expense	Decrease	(11,000.00)

24 AIR RELEASE VALVES**Source of Funds:** Capital*Moving funds from capital line to m/r equipment for 24 Air Release Valves.*

Item	Account Name	Account Type		Amount
97 505-4330-522220	m/r Equipment	Expense	Increase	38,400.00
98 505-4330-541400	Infrastructure	Expense	Decrease	(38,400.00)

UV SYSTEM MAINTENANCE**Source of Funds:** Capital*Moving funds from capital line to m/r equipment for maintenance of UV System at WWTP.*

Item	Account Name	Account Type		Amount
99 505-4330-522220	m/r Equipment	Expense	Increase	42,000.00
100 505-4330-541400	Infrastructure	Expense	Decrease	(42,000.00)

TRUCK FOR PUBLIC WORKS**Source of Funds:** Water/Sewer*Council approved purchasing five trucks for various departments on April 28, 2020. Savings in W/S capital were to be used for one of the trucks.*

Item	Account Name	Account Type		Amount
101 350-4110-542200	Vehicles	Expense	Increase	19,728.00
102 350-391100	Capital Projects Transfer	Revenue	Increase	19,728.00
103 505-9000-611021	Transfer to General Fund	Expense	Increase	19,728.00
104 505-4440-542200	Vehicles	Expense	Decrease	(19,728.00)

STATE OF GEORGIA

ORDINANCE NO. _____

CITY OF VILLA RICA

**AN ORDINANCE TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2020 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER**

WHEREAS, the Mayor and City Council adopted the 2020 Budget on September 24, 2019, which incorporated all of the various funds of the City; and

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

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

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

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

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2020, said budget amendment being described as Amendment No. 76-84, attached hereto and incorporated as Exhibit A.

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

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

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

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

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

clause or phrase of same. It is hereby further declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of same.

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

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

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

SO ORDAINED AND EFFECTIVE this the _____ day of _____, 2020.

Approved:

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk