

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

City of Villa Rica



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

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

MAYOR & COUNCIL WORK SESSION AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
March 9, 2021 | 3:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Governing Body (Mayor Gil McDougal)

1. Discussion of Speed Limit on Punkintown Road (Councilwoman Leslie McPherson)
2. City's Responsibility for Providing Water Service to the Citizens on Leathers Street (Councilman Danny Carter)

B. Community Development (Bobby Elliott, Director)

1. ABL-05-21: Alcohol Beverage Permit for Ambrosian Group, Inc d/b/a Day-Nite Food Store at 764 W. Bankhead Highway and Public Hearing (Bobby Elliott, Director)
2. ABL-04-21: Alcohol Beverage Permit for AZF ANACON LLC dba Carroll Road Shoppette Alcohol Beverage and Public Hearing (Bobby Elliott, Director)
3. ABL-06-21: Alcohol Beverage Permit for 9600 QUICK MART LLC located 9600 Conners Road and Public Hearing (Bobby Elliott, Director)
4. Residential Subdivision Design Guidelines - Information Only (Chris Montesinos, Deputy Director)
5. Stockmar Road Drainage at 2004 Hubbard Court Engineering Design Recommendation (Bobby Elliott, Director)
6. EPD Mandated Long Term Water Quality Monitoring (Bobby Elliott, Director)
7. Ordinance to Revise Section 400 of the City of Villa Rica Development Regulations, Section 403.11, Wastewater Lift Stations. (Bobby Elliott, Director)

C. Public Works (Bobby Elliott, Director)

1. Purchase 2021 Ford F250 Service Truck for Building and Fleet Department (Nick Griffin, Maintenance Manager)
2. Purchase 2021 Ford F250 Crew Cab for Building Inspection Department (Nic Griffin, Maintenance Manager)

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

1. Sound and Lighting - July 3rd Fireworks Show Event
2. Mobile Covered Stage - July 3rd Fireworks Show Event
3. Fireworks Vendor - July 3rd Fireworks Show Event

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

1. 2021 Community Development Grant Disbursement-VR Golden City Lions Club

F. Human Resources

1. Renewal of Worker's Compensation Insurance for 2021 - 2022. (Stephanie Rooks, Director)

G. Finance (Sarah Andrews, Chief Financial Officer)

1. Approval of Bank Signature Cards
2. FY 2021 Budget Amendments - #73-94

H. City Manager (Tom Barber)

1. Approve Installation of Street Lights on Ramp from Hwy 78 up to Liberty Road
2. Adoption of Resolution Approving the Issuance of Tax-Exempt Revenue Bonds
3. Approval of Agreement with The PHIA Group Cover
4. Resolution of Support for Changes to State Highway System and Acceptance of Two Roadways

I. Consent Agenda Review (Mayor Gil McDougal)

J. 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.)

K. Adjournment (Mayor Gil McDougal)



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Discussion of Lowering the Speed Limit on Punkintown Road

AGENDA DATE: February 09, 2021

DATE PREPARED: January 26, 2021

PREPARED BY: Tom Barber

PURPOSE: To discuss GDOT's decision to not lower the speed limit on Punkintown Road.

BACKGROUND: During 2020 the City asked the Georgia Department of Transportation to consider a request to lower the speed limit on Punkintown Road from 45 MPH to 40 MPH. On January 19 of this year we received an email indicating they would not recommend the reduction. Councilmember McPherson asked for a discussion of this decision.

GDOT maintains a list of streets where the use of radar by City police is allowed. Punkintown Road is currently on that list. While the City has the authority to unilaterally set the speed limit on any City street, doing so without GDOT's permission could take that street off GDOT's list, thereby making radar enforcement of the lower limit impossible.

GDOT's decision to recommend a change in a speed limit is regulated by Federal guidelines. An engineering and traffic investigation based on traffic data is required to make the mandated calculation. The Punkintown Road study compiled by Pond & Company determined the 85th percentile speed of drivers was 48, 50, and 51.86 MPH for sections 1, 2 and 3, respectively. The posted speed limit can't be set 10 MPH or more below the 85th percentile speed, lest the road be considered a speed trap.

This approach might be considered somewhat counter-intuitive, as one could think that driver behavior (speed) is determined by the speed limit, but research suggests the reverse is true. Speed limit recommendations are made based on driver behavior (the 85th percentile speed driven). This is based on the observation that driver behavior (again, speed) is based on the driver's comfort on the road, not what a sign says. In fact, lowering a road's speed limit by 5 MPH typically reduces the 85th percentile speed by only 0.5 MPH. Therefore, to receive approval from GDOT for a lower speed limit the City needs to change the road so that the 85th percentile speed significantly decreases.

One such change being considered is to replace the traffic light at Shoreline Parkway with a roundabout. Other modifications will be considered as we design the upcoming Punkintown safety improvements along with the proposed Mirror Lake Connector.

MOTION: For discussion only.



CITY OF VILLA RICA

City Council Packet

SUBJECT: AMBROSIAN GROUP INC. dba DAY-NITE FOOD STORE

CITY COUNCIL AGENDA DATE: March 9, 2021

DATE: February 25, 2021

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to sell (retail) packaged malt beverages & wine at 764 W. Bankhead Highway, 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. This application is for a change in ownership for the business, as there exists a current alcohol permit for the prior owner. Also, there are no location zoning restrictions that would hinder the issuance of the license.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I move to approve the alcohol beverage permit application for AMBROSIAN GROUP INC. dba DAY-NITE FOOD STORE at 764 W. Bankhead Highway, Villa Rica, GA 30180.



Public Hearing Date

City Council: March 9, 2021

Request: Alcohol Beverage Permit

Project Description: Retail Package Malt Beverages & Wine

Applicant: AMBROSIAN GROUP INC. dba DAY-NITE FOOD STORE
Licensee: Milankumar Patel
913 Center Bar Drive, Villa Rica, GA 30180

Location: 764 W. Bankhead Highway, Land Lot 157, 6th District, Carroll County, Ward 5

Parcel Number(s): V07 0110009

Current Zoning: Commercial (C2)

Current Land Use: Commercial

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 C2 (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 AMBROSIAN GROUP INC. dba DAY-NITE FOOD STORE for Retail Package Malt Beverages & Wine permit at 764 W. Bankhead Highway.

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, P.E.
Director of Community Development

Attachments:

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



City of Villa Rica Alcohol License Application

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

A license issued to an individual shall be issued in the name of the individual. A license issued to a Partnership shall be issued in the name of the Partnership and in the name of one of the partners who shall be the named Licensee. A license issued to a Corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority Stockholder or a Principal Officer of the Corporation; and such majority Stockholder or Officer shall be the named Licensee. A license issued to a Corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the Officer or Employee of the Corporation primarily responsible for the operation of the licensed premises; and such Officer or Employee shall be named the Licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100.00	Pouring Restaurant – All	\$100.00	Pouring Supper Club	\$500.00
Package Wine	\$100.00	Pouring Beer & Wine	\$100.00	Supper Club Wine & Beer	\$500.00
Wine Tasting	\$100.00	Wholesale Dealer	\$500.00	Alcohol Catering	\$100.00
Growler	\$100.00	Wine & Craft Beer Boutique	\$100.00	Special Event	\$100.00

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

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

TYPE OF OUTLET

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

PART I

1. 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:

AMBROSSAD GROUP INC

Federal Tax ID: 45-5069258

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

Milankumar Patel 913 Center Bay Dr, Villa Rica GA 30180 100

Full Name

Address

% Interest

Full Name

Address

% Interest

Full Name

Address

% Interest

Full Name

Address

% Interest

Describe the principle business of the Corporation/Partnership:

CS-Station, Convenience Store

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

Milankumar Patel 913 Center Bay Dr Villa Rica GA 30180 B

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:

DAY-NITE FOOD STORE

4. Address of business for which application is made:

764 W Bankhead HWY, Villa Rica, GA 30180

Phone Number: 770-459-5030

Business

Home

Mailing Address: 764 W Bankhead HWY, Villa Rica, GA 30180

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

PART II

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

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

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

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

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

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

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

☒ Yes ☐ No

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

☐ Yes ☒ No

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:

Prashant Patel	2053 Dunsmuir Way Villa Rica GA 30180	8 Years
Name	Residence	Business Address
		Number of Years Known

Darshan Patel	8590 Colerain Ave, Cincinnati OH	9 Years
Name	Residence	Business Address
		Number of Years Known

Rishi Patel	201 Acorn Hill Ln Villa Rica GA	14 Years
Name	Residence	Business Address
		Number of Years Known

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

INDIA

Place of Birth

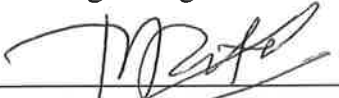
03/28/1991

Date of Birth

PART III
VERIFICATION

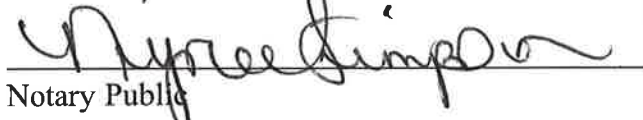
State of Georgia, Carroll County

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

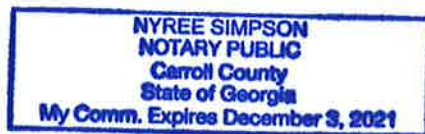

Applicants Signature (FULL NAME IN INK)

I hereby certify that _____ 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 26th day of January, 2021.

 My Commission Expires: December 3,
Notary Public 2021

(Seal)



STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Drive

Atlanta, Georgia 30334-1530

CERTIFICATE OF INCORPORATION

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

AMBROSIAN GROUP INC

a Domestic Profit Corporation

has been duly incorporated under the laws of the State of Georgia on **04/18/2012** 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 April 18, 2012



Brian P. Kemp
Secretary of State

Articles Of Incorporation For Georgia Profit Corporation

The name of the corporation is:

AMBROSIAN GROUP INC

Principal mailing address of the corporation is:

201 Acron Hill Ct
Villa Rica, GA 30180

The Registered Agent is:

Dipakkumar J Patel
201 Acron Hill Ct
Villa Rica, GA 30180
County: Carroll

The name and address of incorporator(s) are:

Mohan C Karippaparambil
4336 covington hwy , suite 105
decatur, GA 30035

The corporation is authorized to issue:

100,000 Shares

The optional provisions are:

1. The corporation is organized to own and operate a convenience store and to engage in any lawful act or activities for which corporations may be organized under the Georgia Corporations Code.
2. The shareholders of the corporation will have the preemptive right to acquire any unissued shares of the corporation

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation on the date set forth below.

Signature(s):

Incorporator, Mohan C Karippaparambil

Date:

April 18, 2012

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: 1/13/2021 2:32:06 PM

BUSINESS INFORMATION

CONTROL NUMBER	12033972
BUSINESS NAME	AMBROSIAN GROUP INC
BUSINESS TYPE	Domestic Profit Corporation
EFFECTIVE DATE	01/13/2021
ANNUAL REGISTRATION PERIOD	2021

PRINCIPAL OFFICE ADDRESS

ADDRESS	764 W Bankhead Hwy, Villa Rica, GA, 30180, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
Patel, Dipakkumar J	764 W BANKHEAD HWY, Villa Rica, GA, 30180, USA	Carroll

OFFICERS INFORMATION

NAME	TITLE	ADDRESS
Dipakkumar J Patel	CEO	764 W BANKHEAD HWY, VILLA RICA, GA, 30180, USA
MILANKUMAR D Patel	CFO	913 CENTER BAY DR, VILLA RICA, GA, 30180, USA
MILANKUMAR D Patel	SECRETARY	913 CENTER BAY DR, VILLA RICA, GA, 30180, USA

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Milankumar D Patel
AUTHORIZER TITLE	Officer



City of Villa Rica

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

I (we)

AMBROSIAN GROUP 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:

764 W Bankhead HWY, 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.

MILANKUMAR PATEL

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that

Milankumar Patel

signed his or her

Applicant

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

This

26th

day of

January

, 20

21

Nyree Simpson

Notary Public



COMMERCIAL LEASE CONTRACT

GEORGIA, CARROLL COUNTY:

THIS LEASE, made this 1st day of MAY, 2012, by and between ELISE WARREN,
party of the first part (hereinafter called "Landlord"); and Dipak Kumar Patel.
Ambrosia whose President is Dipak Kumar Patel, and whose address is: 304, Industrial Blvd
Group Inc., Villa Rica GA 30180
, party of the second part, (hereinafter called "Tenant").

WITNESSETH:

1. Premises. Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved and contained, to be paid, kept and performed by Tenant, has leased and rented, and by these presents does lease and rent unto said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"), to wit:

(a) That property currently being operated as "Day Nite Foodstore," and being located at 764 W. Bankhead Highway, Villa Rica, Carroll County, Georgia 30180. No easement for light or air is included in the premises.

(b) Those fixtures and equipment identified on Exhibit "A" hereto and be referenced made a part hereof, said items being included in those items identified on Exhibit "A" of the Asset Purchase Agreement executed between Tenant and Dave Warren Enterprises, Inc. d/b/a Day Nite Foodstore contemporaneously herewith.

2. Term. To have and to hold the same for a term of three (3) years, beginning on the 1st day of MAY, 2012 and ending on the 30th day of APRIL, 2015 at midnight, unless sooner terminated as hereinafter provided. It is agreed that this Lease shall have two (2) optional renewal terms of 3 years per term with the rent to be agreed upon by the parties, at such time as the Tenant

notifies Landlord of its intent to exercise the renewal option.

3. Rental. Tenant agrees to pay Landlord, by payments to Landlord at 58 Legend Drive, Villa Rica, Georgia 30180, promptly on the first (1st) day of each month in advance, during the term of this Lease, a monthly rental of THREE THOUSAND AND NO/100 (\$3,000.00).

4. Utility Bills. Tenant shall pay all utility bills, including but not limited to, water, sewer, gas, electricity, fuel, light and heat bills for leased premises and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to leased premises or used by Tenant in connection therewith. If Tenant fails to pay any of said utility bills or charges for garbage collection or other sanitary services, Landlord may pay same and such payment may be added to the rental of the premises next due as additional rent.

5. Use of Premises. Premises shall be used for the operation of a convenience store and mail service and no other. Premises shall not be used for any illegal purposes; nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on premises.

6. Abandonment of Lease Premises. Tenant agrees not to abandon or vacate leased premises during the period of this Lease, and agrees to use said premises for purpose herein leased until the expiration hereof.

7. Repairs by Landlord. Landlord agrees to keep in good repair the roof, foundations, central air conditioning system and exterior walls of the premises (exclusive of all glass and exclusive of all exterior doors), underground utility and sewer pipes outside the exterior walls of the Building, and underground storage tanks, except repairs rendered necessary by the negligence of Tenant, its agents, employees or invitees. Landlord gives to Tenant exclusive control of premises and shall be under no obligation to inspect said premises. Tenant shall promptly report in writing to Landlord any defective condition known to it which Landlord is required to repair, and failure to so

report such defects shall make Tenant responsible to Landlord for any liability incurred by Landlord by reason of such defects.

8. Repairs by Tenant. Tenant accepts the leased premises in their present condition and as suited for the intended use by Tenant. Tenant shall, throughout the initial term of this Lease and all renewals thereof, at its expense, maintain in good order and repair the leased premises, including the building and other improvements located thereon, except those repairs expressly required to be made by Landlord. Tenant further agrees to care for the grounds around the building, including the mowing of grass, paving, care of shrubs and general landscaping. Tenant agrees to return said premises to Landlord at the expiration, or prior to termination, of this Lease in as good condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty alone excepted. Except for those repairs required to be made by Landlord in Paragraph 7 above, Tenant shall be responsible for all maintenance and repair of all equipment and fixtures located on the premises.

9. Vapor Recovery Stage II. Tenant shall pay all costs associated with having the new vapor recovery stage II installed for all existing underground tanks per the requirements of the State of Georgia and certificate by same agency as required by law.

10. Taxes. Landlord shall pay all real property ad valorem taxes on the premises. Tenant shall pay all other taxes relating to the premises, including without limitation personal property ad valorem taxes on all equipment and inventory whether owned by Tenant or leased by Tenant from Landlord.

11. Insurance. Landlord shall maintain fire and casualty insurance on the premises which become due and payable during the term of the Lease. Tenant shall maintain fire and casualty insurance on the contents of the building, to-wit, all furniture, fixtures, equipment, and inventory. In addition, Tenant shall maintain a general liability insurance policy on the premises in

the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Landlord as an additional insured thereon. Tenant shall, at Tenant's sole expense, maintain insurance on the inside contents of the premises.

12. Destruction of, or Damage to Premises. If premises are totally destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. If premises are damaged but not wholly destroyed by any such casualties, rental shall abate in such proportion as used of premises has been destroyed, and Landlord shall restore premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

13. Indemnity. Tenant agrees to indemnify and save harmless Landlord against all claims for damages to persons or property by reason of the use or occupancy of the leased premises, and all expenses incurred by Landlord because thereof, including attorneys' fees and court costs. Tenant agrees to indemnify and save harmless Landlord against all claims for damages to persons outside of the building structure but on the grounds on the Premises.

14. Governmental Orders. Tenant agrees, at his own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of said premises. Landlord agrees to promptly comply with any such requirements if not made necessary by reason of Tenant's occupancy. It is mutually agreed, however, between Landlord and Tenant, that if in order to comply with such requirements, the cost to Landlord or Tenant, as the case may be, shall exceed a sum equal to one year's rent, then Landlord or Tenant who is obligated to comply with such requirements is privileged to terminate this Lease by giving written notice of termination to the other party, by registered mail, which termination shall become effective sixty (60) days after receipt of such notice, and which notice shall eliminate necessity of

compliance with such requirement by party giving such notice unless party receiving such notice of termination, shall before termination becomes effective, pay to party giving notice all cost of compliance in excess of one year's rent, or secure payment of such sum in manner satisfactory to party giving notice.

15. Condemnation. If the whole of the leased premises, or such portion thereof as will make premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events, the term hereby granted shall cease from the date when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of said date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither Tenant or Landlord shall have any rights in any award made to the other by any condemnation authority notwithstanding the termination of the Lease as herein provided.

16. Assignment and Subletting. Tenant may sublease portions of the leased premises to others provided such sublessee's operation is a part of the general operation of Tenant and under the supervision and control of Tenant, and provided such operation is within the purposes for which said premises shall be used. Except as provided in preceding sentence, Tenant shall not, without the prior written consent of Landlord endorsed hereon, assign this Lease or any interest hereunder, or sublet premises or any part thereof, or permit the use of premises by any party other than Tenant. Consent to any assignment or sublease shall not destroy this provision, and all later assignments or subleases shall be made likewise only on the prior written consent of Landlord. Assignee of Tenant, at option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

17. Removal of Fixtures. Tenant may (if not in default hereunder) prior to the expiration

of this Lease, or any extension thereof, remove all fixtures and equipment which he had placed in premises, provided Tenant repairs all damage to premises caused by such removal.

18. Cancellation of Lease by Landlord. It is mutually agreed that in the event Tenant shall default in the payment of rent, including additional rent, herein reserved, when due, and fails to cure said default within five (5) days after written notice thereof from Landlord; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provision requiring the payment of rent, and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if, whether voluntarily or involuntarily, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the rent or any part thereof is, or is proposed to be, reduced or payment thereof deferred; or if Tenant makes an assignment for benefit of creditors; or if Tenant's effects should be levied upon or attached under process against Tenant, not satisfied or dissolved within thirty (30) days after written notice from Landlord or Tenant to obtain satisfaction thereof; then, and in any of said events, Landlord at his option may at once, or within six (6) months thereafter, (but only during continuance of such default or condition), terminate this Lease by written notice to Tenant; whereupon this Lease shall end. After an authorized assignment or subletting of the entire premises covered by this Lease, the occurring of any of the foregoing defaults or events shall affect this Lease only if caused by, or happening to, the assignee or sublessee. Any notice provided in this paragraph may be given by Landlord or his attorney. Upon such termination by Landlord, Tenant will at once surrender possession of the premises to Landlord and remove all of Tenant's effects therefrom; and Landlord may forthwith re-enter the premises and repossess himself thereof, and remove all persons and effects therefrom, using such force as may be

necessary without being guilty of trespass, forcible entry, detainer or other tort.

19. Reletting by Landlord. Landlord, as Tenant's agent, without terminating this Lease, upon Tenant's breaching this contract, may at Landlord's option, enter upon and rent premises at the best price obtainable by reasonable effort, without advertisement and by private negotiations and for any term Landlord deems proper. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rent hereunder and the price obtained by Landlord on reletting.

20. Exterior Signs. Tenant shall place no signs upon the outside walls or roof of the leased premises except with the written consent of Landlord. Any and all signs placed in the within leased premises by Tenant shall be maintained in compliance with rules and regulations governing such signs and Tenant shall be responsible to Landlord for any damage caused by installation, use or maintenance of said signs, and Tenant agrees upon removal of said signs to repair all damage incident to such removal.

21. Entry for Carding, etc. Landlord may card premises "For Rent" or "For Sale" thirty (30) days before termination of this Lease. Landlord may enter the premises at reasonable hours to exhibit same to prospective purchasers or Tenants and to make repairs required of Landlord under the terms hereof, or to make repairs to Landlord's adjoining property, if any.

22. Effect of Termination of Lease. No termination of this Lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

23. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the premises by Landlord.

24. No Estate in Land. This contract shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale, and not assignable by Tenant except by Landlord's consent.

25. Holding Over. If Tenant remains in possession of the premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a Tenant at will at rental rate in effect at end of Lease; and there shall be no renewal of this Lease by operation of law.

26. Attorney's Fees and Homestead. If any rent owing under this Lease is collected by or through an attorney at law, Tenant agrees to pay ten per cent (10%) thereof as attorneys' fees. Tenant waives all homestead rights and exemptions which he may have under any law as against any obligation owing under this Lease. Tenant hereby assigns to Landlord his homestead and exemption.

27. Rights Cumulative. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

28. Service of Notice. Tenant hereby appoints as his agent to receive service of all dispossessory or distraint proceedings and notices hereunder, and all notices required under this Lease, the person in charge of leased premises at the time, or occupying said premises; and if no person is in charge of, or occupying said premises, then such service or notice may be made by attaching the same on the main entrance to said premises. A copy of all notices under this Lease shall also be sent to Tenant's last known address, if different from said premises.

29. Waiver of Rights. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

30. Time of Essence. Time is of the essence of this agreement.

31. Definitions. "Landlord" as used in this Lease shall include first party, his heirs, representatives, assigns and successors in title to premises. "Tenant" shall include second party, his

heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Tenant assignees or sublessees, as to premises covered by such assignment or sublease. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

Special Stipulations. Insofar as the following stipulations conflict with any of the foregoing provisions, the following shall control:

(a) With respect to those assets identified in Exhibit "B" hereto, such assets are owned by third-party vendors and are placed on the premises by such vendors. Landlord makes no warranty or representation with respect to the condition of such assets nor does Landlord make any warranty or representation as to whether such vendors will allow the assets to remain on the premises.

(b) In the event Landlord should desire to sell the Premises or equipment which form the basis of this Agreement, Tenant shall be first be given the opportunity to purchase said Premises and/or equipment at the price for which it has been offered to third parties.

(c) Tenant may have a contract with the gas company of Tenant's choice.

This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

{The immediately following page is the signature page}

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals, in duplicate, the day and year first above written.

Signed, sealed and delivered as
to Landlord, in the presence of:

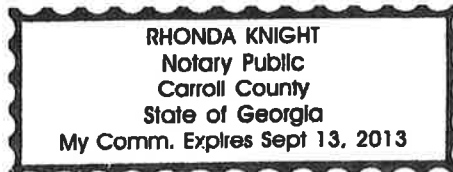
LANDLORD:

[Signature]
Witness

Elise Warren (Seal)
ELISE WARREN

Rhonda Knight
Notary Public
My Comm. Expires:

(SEAL)



Signed, sealed and delivered as
to Tenant, in the presence of:

TENANT:

[Signature]
Witness

Rhonda Knight
Notary Public
My Comm. Expires:

By: [Signature]

(SEAL)

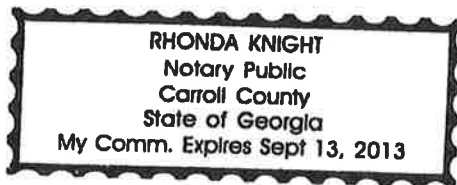


EXHIBIT "A"

1. Two (2) Ice Cream Boxes
2. One (1) Air/Vac machine
3. Two (2) Ruby Registers and Back-Up Batteries
4. Two (2) Ruby Printers
5. One (1) A/C Heat Pump Unit (outside)
6. One (1) Window A/C Unit
7. Two (2) Office Desks
8. Two (2) Desk Chairs
9. Two (2) Singles Chairs
10. Three (3) Filing Cabinets
11. One (1) Round Floor Safe
12. One (1) Square Safe
13. One (1) Video Tape Player
14. Two (2) Monitors
15. Thirteen (13) Cameras
16. One (1) Camera Selector Bar
17. Two (2) Cup with Lid Dispensers (3 cups each, 3 lids each)
18. Four (4) Commercial Trash Receptacles (For Gas Islands)
19. One (1) Microwave

EXHIBIT "B"

1. **Dumpster**
2. **One (1) 3-Door Drink Box (Pepsi)**
3. **Two (2) 1-Door Drink Box (Pepsi)**
4. **One (1) 2-Door Drink Box (Coke)**
5. **One (1) Fountain Machine (Pepsi)**
6. **One (1) Cappuccino Machine (3 Flavors)**
7. **One (1) 3-Pot Coffee Machine**
8. **One (1) Lotto Machine**
9. **One (1) Money Order Machine/Utility Payment Check Machine**
10. **One (1) Propane Gas Cage**
11. **One (1) 2-Door Ice Box**
12. **One (1) Copy Machine**
13. **Two (2) Paper Racks (AJC and Douglas Sentinel)**
14. **One (1) At. Advantage Rack**
15. **One (1) Cigarette Display Case**
16. **Four (4) Frito-Lay Display Racks**
17. **One (1) ticket imprinter for paper gas ticket (Fletcher Oil Co.)**



CITY OF VILLA RICA

City Council Packet

SUBJECT: AZF ANACON LLC dba CAROL ROAD SHOPPETTE

CITY COUNCIL AGENDA DATE: March 9, 2021

DATE: February 25, 2021

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to sell (retail) packaged malt beverages & wine at 205 S Carroll 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 move to approve the alcohol beverage permit application for AZF ANACON LLC dba CAROL ROAD SHOPPETTE at 205 S Carroll Road, Villa Rica, GA 30180.



Public Hearing Date

City Council: March 9, 2021

Request: Alcohol Beverage Permit

Project Description: Retail Package Malt Beverages & Wine

Applicant: AZF ANACON LLC dba CAROL ROAD SHOPPETTE
Licensee: Kanon Rahman
5020 Roxton, Lane, Douglasville, GA 30135

Location: 205 S Carroll Road, Land Lot 161, 6th District, Carroll County, Ward 1

Parcel Number(s): V07 0060018

Current Zoning: Commercial (C2)

Current Land Use: Commercial

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 C2 (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 AZF Anacon LLC, Kanon Rahman for Retail Package Malt Beverages & Wine permit at 205 S Carroll 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, P.E.
Director of Community Development

Attachments:

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



City of Villa Rica

Alcohol License Application

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

A license issued to an individual shall be issued in the name of the individual. A license issued to a Partnership shall be issued in the name of the Partnership and in the name of one of the partners who shall be the named Licensee. A license issued to a Corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority Stockholder or a Principal Officer of the Corporation; and such majority Stockholder or Officer shall be the named Licensee. A license issued to a Corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the Officer or Employee of the Corporation primarily responsible for the operation of the licensed premises; and such Officer or Employee shall be named the Licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100.00	Pouring Restaurant – All	\$100.00	Pouring Supper Club	\$500.00
Package Wine	\$100.00	Pouring Beer & Wine	\$100.00	Supper Club Wine & Beer	\$500.00
Wine Tasting	\$100.00	Wholesale Dealer	\$500.00	Alcohol Catering	\$100.00
Growler	\$100.00	Wine & Craft Beer Boutique	\$100.00	Special Event	\$100.00

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

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

TYPE OF OUTLET

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

PART I

1. 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:

AZF ANACON LLC

Federal Tax ID: 85-3949983

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

KANON RAHMAN 5020 ROXTON LN DOUGLASVILLE GA 30135 100%

Full Name

Address

% Interest

Full Name

Address

% Interest

Full Name

Address

% Interest

Full Name

Address

% Interest

Describe the principle business of the Corporation/Partnership:

convenience store with gas

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:

KANON RAHMAN 5020 ROXTON LN DOUGLASVILLE GA 30135

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:

CARROLL RD SHOPPETTE

4. Address of business for which application is made:

205 S Carroll Rd Villa Rica GA 30180

Phone Number: 404-455-0811

404-455-0811

Business

Home

Mailing Address: 205 S Carroll Rd Villa Rica GA 30180

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

PART II

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

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

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

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

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

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

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

☒ Yes ☐ No

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

☐ 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:

Fatima Abdullah	1182 Grime Ridge Rd	Roswell GA	10 years
Name	Residence	Business Address	Number of Years Known

Hasibur Rahman	6177 Zealand Pl		35 years
Name	Residence	Business Address	Number of Years Known

Nahinur Rahman	5055 Roxton lane		34 years
Name	Residence	Business Address	Number of Years Known

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

DHAKA BANGLADESH

Place of Birth

04/28/1979

Date of Birth

PART III
VERIFICATION

State of Georgia, Carroll County

I, KANON RAHMAN, 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.

Kanon Rahman

Applicants Signature (FULL NAME IN INK)

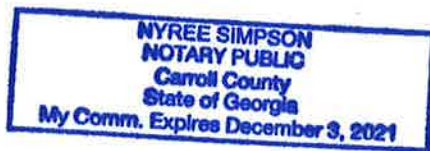
I hereby certify that Kanon Rahman signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein and, under oath actually administered by me, has sworn that said statements and answers are true.

This 1st day of December, 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 ORGANIZATION

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

AZF ANACON LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **11/18/2020** by the filing of articles of organization 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 **11/18/2020**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed

Secretary of State

Filing Date: 11/18/2020 11:20:27 AM

BUSINESS INFORMATION

CONTROL NUMBER	20225749
BUSINESS NAME	AZF ANACON LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	11/18/2020

PRINCIPAL OFFICE ADDRESS

ADDRESS	205 S CARROLL ST, VILLA RICA, GA, 30180, USA
----------------	--

REGISTERED AGENT

NAME	ADDRESS	COUNTY
KANON RAHMAN	5020 ROXTON LN, DOUGLASVILLE, GA, 30135, USA	Douglas

ORGANIZER(S)

NAME	TITLE	ADDRESS
KANON RAHMAN	ORGANIZER	5020 ROXTON LN, DOUGLASVILLE, GA, 30135, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	KANON RAHMAN
AUTHORIZER TITLE	Organizer

LEASE AGREEMENT

GEORGIA, BARTOW COUNTY.

THIS AGREEMENT made and entered into this 8th day of July, 2020, between Mamus & Mamus, Inc., its representatives, successors and assigns, hereinafter referred to as Lessor, and AZF ANOCON, LLC, a Florida Limited Liability Company, its representatives, successors and assigns, hereinafter referred to as Lessee;

WITNESSETH:

-1-

THAT FOR AND IN CONSIDERATION of the sum of \$1.00 and the amounts listed below, the said lessor does hereby lease unto lessee that certain property known and located at an address of 205 S. Carroll Road, Villa Rica, GA 30180.

-2-

Lessee shall pay lessor an amount of rent of \$4,000.00 per month, payable in advance, beginning on 11/20/2020. The said monthly rent shall be payable from month to month until this lease expires. Monthly rent is due on the first day of each month. If said rent is not paid and received by lessor by the tenth day of the month, lessee shall owe as additional rent the sum of \$50.00 as a late charge.

-3-

This lease shall have a duration of twelve (12) months from its inception, expiring on 11/19/2021. Lessee may terminate this Lease at any time with thirty (30) days' notice to Lessor. At the expiration of the said lease period, should Lessee remain in possession of the premises after said period without a new lease in writing, Lessee shall be a tenant at will, and this lease shall not be renewed as a matter of law.

-4-

At the expiration of the lease period, lessee may remove any and all of Lessee's personal property from the subject property, within five days of said expiration, and any property remaining thereafter shall be that of Lessor. The premises shall be returned to Lessor at the termination of this lease in as good a condition as when presented to Lessee, natural wear and tear excepted.

-5-

Real property ad valorem taxes shall be paid by Lessor. Personal property ad valorem taxes, if any, shall be paid by Lessee. Hazard insurance on the premises shall be paid by Lessor. Any insurance on the personalty shall be paid by Lessee. Repairs and maintenance on the roof, exterior walls, HVAC and plumbing shall be paid by Lessor, unless Lessee should intentionally or with reckless disregard cause the condition which needs repair. All other repairs and maintenance such as those made necessary through ordinary wear and tear, shall be paid by Lessee.

-6-

Lessee agrees not to sublet said premises without first obtaining the written consent of the Lessor, nor to assign or transfer this lease without Lessor's written consent.

-7-

Should Lessee default in making payments or in performing any of Lessee's obligations herein stated, the Lessor may, at Lessor's option, upon thirty days written notice given to Lessee in which time lessee fails to cure the default, terminate this lease and cancel same, but the said cancellation shall not relieve the lessee from the payments of the sums already due. Also, the lessor, without terminating this lease, may act as Lessee's agent, enter upon and take possession of the premises, remove all persons and property therefrom, and rent the premises at the best price obtainable by reasonable effort, without advertising, and by private negotiations, for any reasonable term lessor deems proper. Lessor may sell any or all of the personal property, at public or private sale, and apply the proceeds to rent past due or as the rent becomes due, and shall be in no way liable. Lessee shall be liable to lessor for the deficiency between rent hereunder and the price so obtained by lessor on reletting.

-8-

If any rent owing under this lease is collected by or through an attorney at law, lessee agrees to pay 15% thereof as attorney's fees.

-9-

Any notice by either party to the other shall be deemed duly given only if in writing and either delivered personally to a principal of the party, or mailed by certified letter, return receipt requested, in a postage paid envelope addressed to the other party at the following address:

To Lessor:
Mamus & Mamus, Inc.

To Lessee:
AZF ANOCON, LLC

-10-

If the premises herein-described become destroyed by fire or other casualty, or so damaged as to become untenable, the rent shall abate from the date of said casualty, and this lease shall be terminated.

-11-

TIME IS OF THE ESSENCE OF THIS CONTRACT.

-12-

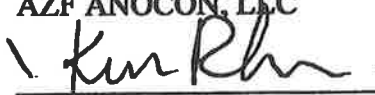
If one portion of this lease shall be declared invalid, for any reason, this shall not affect the validity of the remaining portions of same.

IN WITNESS WHEREOF, the lessor and lessee have hereunto set their hands and affixed their seals on the day and year above written.

LESSOR:
Mamus & Mamus, Inc.

BY: 

LESSEE:
AZF ANOCON, LLC

BY: 



CITY OF VILLA RICA

City Council Packet

SUBJECT: 9600 QUICK MART LLC

CITY COUNCIL AGENDA DATE: March 9, 2021

DATE: February 25, 2021

PREPARED BY: Nyree Simpson, Licensing and Permitting Specialist

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: To allow applicant to sell (retail) packaged malt beverages & wine at 9600 Conners Road, Suite B, 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 move to approve the alcohol beverage permit application for 9600 QUICK MART LLC at 9600 Conners Road, Suite B, Villa Rica, GA 30180.



Public Hearing Date

City Council: March 9, 2021

Request: Alcohol Beverage Permit

Project Description: Retail Package Malt Beverages & Wine

Applicant: 9600 QUICK MART LLC
Licensee: Malik Dosani
4529 Lyngate Drive SW, Lilburn, GA 30097

Location: 9600 Conners Road, Land Lot 017, 5025 District, Douglas County, Ward 4

Parcel Number(s): 01750250249

Current Zoning: PUD

Current Land Use: Commercial

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 C2 (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 9600 QUICK MART LLC Retail Package Malt Beverages & Wine permit at 9600 Connors Road, Suite B.

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, P.E.
Director of Community Development

Attachments:

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



City of Villa Rica

Alcohol License Application

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

A license issued to an individual shall be issued in the name of the individual. A license issued to a Partnership shall be issued in the name of the Partnership and in the name of one of the partners who shall be the named Licensee. A license issued to a Corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority Stockholder or a Principal Officer of the Corporation; and such majority Stockholder or Officer shall be the named Licensee. A license issued to a Corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the Officer or Employee of the Corporation primarily responsible for the operation of the licensed premises; and such Officer or Employee shall be named the Licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100.00	Pouring Restaurant – All	\$100.00	Pouring Supper Club	\$500.00
Package Wine	\$100.00	Pouring Beer & Wine	\$100.00	Supper Club Wine & Beer	\$500.00
Wine Tasting	\$100.00	Wholesale Dealer	\$500.00	Alcohol Catering	\$100.00
Growler	\$100.00	Wine & Craft Beer Boutique	\$100.00	Special Event	\$100.00

TYPE OF LICENSE/Annual License Fee (Check One Only)		TYPE OF OUTLET
☒	Retail Package Malt Beverages & Wine	☒ Retail Package Sales
☐	Retail Package Malt Beverage	☐ Restaurant
☐	Pouring License Restaurant	☐ Special Event
☐	Pouring License Private Club	☐ Supper Club
☐	Pouring License Private Club	☐ Private Club
☐	Growler License (In Conjunction with Retail Package Malt Beverage & Wine License)	☐ Wine & Craft Beer Boutique
☐	Retail Package Wine	
☐	Limited Pouring License Restaurant	
☐	Limited Pouring License Supper Club	
☐	Limited Pouring License Private Club	
☐	Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)	
☐	Wine Tasting (In Conjunction with Retail Package Wine License)	
☐	Wine & Craft Beer Boutique	

PART I

1. Type of Ownership

☐

Individual

☐

Partnership

☒

Corporation

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

N/A
Full Name Address

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

9600 QUICK MART LLC.

Federal Tax ID: 85-3980970

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

MALIK DOSANI 4529 LYNNGATE DR SW LILBURN, GA 30097 100%
Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Full Name Address % Interest

Describe the principle business of the Corporation/Partnership:

CONVENIENCE STORE WITH GAS

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:

MALIK DOSANI 4529 LYNNGATE DR SW LILBURN, GA 30097 256-97-5982
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:

QUICK MART

4. Address of business for which application is made:

9600 CONNERS ROAD VILLARICA, GA 30180 SUITE B

Phone Number: 678-840-5013 678-478-0135
Business Home

Mailing Address: 9600 CONNERS ROAD SUITE B VILLARICA, GA 30180

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

PART II

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

N/A

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?

N/A ☐ Yes ☐ No

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

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

NONE

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:

AMIRALI GANGANI	8390 VILLAGE PL SUWANEE, GA 30024	3426 HOLCOMB BRIDGE RD NORCROSS, GA 30092	8
Name	Residence	Business Address	Number of Years Known

MERAJ DHAMANI	3035 EDMONTON ALPHARETTA, GA 30022	4939 WINTERS CHAPEL RD PEACHTREE CORNER, GA	10
Name	Residence	Business Address	Number of Years Known

SHERALI HAJIYANI	7555 SAINT MARLO CC DULUTH, GA 30097	1856 PIEDMONT ROAD NE ATLANTA, GA 30324	20
Name	Residence	Business Address	Number of Years Known

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

HYDERABAD INDIA	11/28/1961
Place of Birth	Date of Birth

PART III
VERIFICATION

State of Georgia, GWINNETT County

I, MALIK DOSANI , 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.

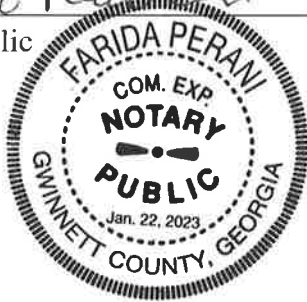
 MALIK DOSANI
Applicants Signature (FULL NAME IN INK)

I hereby certify that MALIK DOSANI 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 24th day of November , 20 20- .

 Farida Perani My Commission Expires: _____
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 ORGANIZATION

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

9600 Quick Mart, LLC
a Domestic Limited Liability Company

has been duly organized under the laws of the State of Georgia on **11/17/2020** by the filing of articles of organization 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 **11/19/2020**.



Brad Raffensperger

Brad Raffensperger
Secretary of State

ARTICLES OF ORGANIZATION

Electronically Filed
Secretary of State
Filing Date: 11/17/2020 4:13:18 PM

BUSINESS INFORMATION

CONTROL NUMBER	20226174
BUSINESS NAME	9600 Quick Mart, LLC
BUSINESS TYPE	Domestic Limited Liability Company
EFFECTIVE DATE	11/17/2020

PRINCIPAL OFFICE ADDRESS

ADDRESS	9600 Conners Road, Villa Rica, GA, 30180, USA
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REGISTERED AGENT

NAME	ADDRESS	COUNTY
Malik Dosani	4529 Lyngate Drive, Lilburn, GA, 30047, USA	Gwinnett

ORGANIZER(S)

NAME	TITLE	ADDRESS
Malik Dosani	ORGANIZER	4529 Lyngate Drive, Lilburn, GA, 30047, USA

OPTIONAL PROVISIONS

N/A

AUTHORIZER INFORMATION

AUTHORIZER SIGNATURE	Malik Dosani
AUTHORIZER TITLE	Member



City of Villa Rica

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

I (we) 9600 QUICK MART LLC,

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

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

9600 CONNERS ROAD SUITE B 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.

A handwritten signature in ink, appearing to read "Malik Dosani".

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that MALIK DOSANI 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 24th day of November, 20 20.

A handwritten signature in ink, appearing to read "Farida Perani".

Notary Public



REAL ESTATE, ASSET, AND BUSINESS PURCHASE AGREEMENT

THIS REAL ESTATE, ASSET, AND BUSINESS PURCHASE AGREEMENT (the "Agreement") is made and entered into the 16 day of JULY, 2020, by and between, **9600 CONNERS RD LLC**, a Georgia limited liability company and/or its assigns (the "Purchaser"), and **Mubarak Real Estate LLC**, a Georgia limited liability company and **Mirror Lake Mart LLC**, a Georgia limited liability company (collectively the "Seller").

WHEREAS, **Mubarak Real Estate LLC** is the owner of certain Real Property, land and improvements (the "Real Property") described below, and **Mirror Lake Mart LLC** is the owner of certain assets used in the operation of a c-store business operated on the Real Property including the Business, inventory and equipment described below;

WHEREAS, Sellers desires to sell and transfer to Purchaser and Purchaser desires to acquire all of Sellers' rights, title and interest in all of those certain assets of Seller described below (the "Assets"); and

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings ascribed to such terms below:

- (a) "Agreement" shall mean this Real Estate, Asset and Business Purchase Agreement.
- (b) "Assets" shall mean all of the assets specifically listed in **Exhibit "B"** attached hereto and the Real Property described in **Exhibit "A"** to this Agreement.
- (c) "Assigned Agreements" shall mean the Clipper Petroleum Supply Agreement and no other executor or partially performed contracts.
- (d) "Business" shall mean that certain c-store business located at 9600 Connors Road, Villa Rica, GA (the "Location").
- (e) "Closing" shall mean the consummation of the transaction set forth herein and contemplated hereby and which shall take place at the offices of Purchaser's counsel in Atlanta, Georgia, or such other place as may be mutually agreed upon by Purchaser and Seller.
- (f) "Closing Date" shall mean the date upon which the Closing occurs, which date shall be on or before September 30, 2020, unless extended by Seller and Purchaser by mutual agreement.
- (g) "Contract Date" shall mean the date of execution of this Agreement by the parties.
- (h) "Inspection Period" shall mean the period between the Contract Date and the date which is date which is sixty(60) days following said date. Should the Purchaser's review during the Inspection Period reveal any information which, in Purchaser's sole judgment, Purchaser deems unacceptable, Purchaser may cancel this transaction within the Inspection Period and receive a refund of the Earnest Deposit. Earnest Deposit is nonrefundable after sixty(60)days.
- (i) "Inventory" shall mean that certain Merchandise Inventory and the Gasoline Inventory per the count to be conducted on the day of Closing by independent inventory companies, one to be selected by and paid by the Purchaser and one to be selected by and paid by the Seller. "Merchandise Inventory"

shall mean the physical retail inventory of convenience store merchandise, located at the Real Property as of the date of Closing that is held for sale to the public as well as supplies not held for sale to the public (e.g. napkins, lids, cleaning supplies, bags, straws, etc.) used in the operation of the Business located at the Real Property. The "Merchandise Inventory Value" shall be an amount equal to Seventy percent (70%) of the market retail value of the portion of the Merchandise Inventory held for sale to the public, plus the Seller's actual cost for the portion of the Merchandise Inventory not held for sale to the public. The Merchandise Inventory Value shall be determined with specificity. "Gasoline Inventory" shall mean the fuel inventory held for sale to the public and located at the Real Property on the day of Closing. The "Gasoline Inventory Value" shall be an amount equal to Seller's "supplier's rack" price (inclusive of taxes and freight attributable thereto) on the day of Closing. The Merchandise Inventory Value and the Gasoline Inventory Value shall be the Inventory Purchase Price.

(j) "Real Property" shall mean that certain real property and improvements thereon located at the "Location" and more particularly described in Exhibit "A" attached hereto and incorporated herein.

(l) "Schedule" shall mean those schedules annexed hereto and referenced herein which are incorporated in their entirety by any reference herein.

2. Transfer of Assets. Seller agrees that on the Closing Date it shall sell, convey, assign, transfer and set over unto Purchaser all of Seller's right, title and interest in and to the Assets (as herein defined) free and clear of all liens and encumbrances but subject to the Permitted Exceptions and deliver possession at Closing.

3. Acceptance of Transfer and Assignment. Purchaser, for itself, its successors and assigns hereby agrees to accept Seller's transfer, conveyance and assignment to Purchaser of all of Seller's right, title and interest in and to the and Assets free and clear of all liens and encumbrances but subject to the Permitted Exceptions and accept possession at Closing.

4. Assumption of Liabilities. Except as expressly noted herein, Purchaser shall not assume, and Seller (or its predecessors in title) shall be solely liable for, any obligations, debts or liabilities (hereafter the "Obligations"), including, without limitation, Obligations for any payments with respect to any Obligations arising, or for periods, prior to the Closing Date. Purchaser shall be solely liable for any obligations, debts, or liabilities arising out of or incurred after the Closing with respect to any of the Assets acquired hereunder.

5. Purchase Price. The Purchase Price for the Real Property and Assets, excluding the Inventory, which shall have a separate purchase price, and the improvements, shall be Three Million Three Hundred Thousand and no/100ths Dollars(\$3,300,000.00)(the "Purchase Price").The Inventory Purchase Price shall be as determined in accordance with Section 1.(i) above.

The parties shall agree to the allocation of the Purchase Price between the Assets to be acquired by Purchaser on or before closing, which allocation shall be reflected on a schedule to be attached to the settlement statement. Purchaser and Seller each agree to report in accordance with and be governed and bound by the all locations set forth in this with respect to any state or federal tax returns. Each party acknowledges and agrees to comply with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), and any Treasury Regulations issued there under. The parties shall file Form 8594 with their respective federal income tax returns in a manner consistent with said all locations for the tax year in which the Closing occurs.

6. Payment of Purchase Price. The Purchase Price and the Inventory Purchase Price shall be paid by Purchaser as follows:

(a) Purchaser shall, upon the execution of this Agreement, deliver to KPPB LAW, to be held in escrow, the amount of Twenty-five Thousand Dollars (\$25,000.00) (the "Earnest Money" and/or "Earnest Deposit"), and said amount shall be applied and utilized to secure the obligations of Purchaser under this Agreement. In the event this transaction closes, the Earnest Money shall be applied toward the Purchase Price. In the event this Agreement is terminated the party entitled to the Earnest Money shall be paid to the party entitled thereto under this Agreement;

(b) All real property and personal property taxes and assessments which are a lien upon the Real Property or the Assets, based on the most recent official information available from the appropriate City or County Office, shall be prorated as of the Closing Date and paid, credited or debited, as the case may be, on the Closing Statement. All proration's shall be made based upon a 365-day year. All rents and/or utilities shall be prorated as of closing. If current tax bills are unavailable, the proration's shall be made based upon an estimate using the prior tax period's tax bills; and

(c) Balance of the Purchase Price and the Inventory Purchase Price after application of Earnest Money and all proration's or credits shall be paid in cash or its equivalent at Closing.

7. Closing.

(a) **Costs and Expenses:** Seller and Purchaser shall each bear their own legal, financial, accounting, consulting and other fees and expenses and any and all costs and expenses not specified herein incurred by such party with respect to the sale and purchase of the Business or the Assets, whether or not the Closing occurs. Seller shall be responsible for paying any sale transfer taxes.

(b) At the Closing, Seller shall deliver (or shall cause to be delivered) to Purchaser:

(i) A bill(s) of sale transferring good and equitable title to the Assets and Inventory (the "Bill of Sale");

(ii) A limited warranty deed conveying good and marketable title to the Real Property to the Purchaser;

(iii) An updated certificate from the Seller certifying the correctness of the Seller's representations and warranties contained in this Agreement as of the Closing Date;

(iv) The Assets, including without limitation, all original documentation in Seller's possession relating to business records, contracts, all leases, intellectual property, tangible personal property, and intangible personal property;

(v) An affidavit of title as reasonably required by the title insurance company;

(vi) Any and all tax certifications and resolution establishing authority of parties executing the closing documents and absence of need for federal or state withholding on this transaction.

(v) Such other and further documents and take such other actions as Purchaser or its counsel may reasonably request to effect the transactions contemplated hereby.

(c) At the Closing, Purchaser shall deliver (or cause to be delivered) to Seller:

(i) The Purchase Price, less the Earnest Money as set forth in Paragraph 6; and

(ii) Such other and further documents and take such other actions as Seller or its counsel may reasonably request to effect the transactions contemplated hereby.

8. Warranty of Title to Assets.

(a) The following are the warranties and covenants by Seller in connection with this conveyance of any Asset and the Business hereunder, which warranties and covenants shall survive the Closing:

(i) Seller possesses adequate powers and legal authority to enter into and perform in accordance with the provisions of this Agreement;

(ii) Seller warrants and represents that to the best of Seller's knowledge all representations and warranties made hereunder were true when made and presented, and are true on the Closing Date;

(iii) Seller warrants and represents that it possesses good or equitable title and right to the Assets and the Real Property, and that the Assets and the Real Property conveyed hereunder will be free and clear of all liens, encumbrances, taxes, pledges, or charges of any kind which might attach, or be levied upon them, excepting for the Permitted Exceptions;

(iv) Seller agrees to execute and provide any documents and assistance reasonably necessary to assist Purchaser in securing all governmental approvals, licenses and authorizations necessary to operate the Business after the Closing. The Purchaser, however, shall be responsible for obtaining all necessary licenses, permits, or governmental approvals for the operation of the Business presently conducted by the Seller. Seller shall cooperate with the Purchaser in obtaining such licenses, permits, or approvals;

(v) Seller has caused to be filed all federal, state and local tax returns required to be filed in connection with the Business.

9. Real Property.

(a) By the end of the Inspection Period, Purchaser shall obtain: (i) a commitment (the "**Title Commitment**") for an owner's policy of title insurance (the "**Title Policy**") with respect to the Land. Purchaser shall deliver a copy of the Title Commitment to Seller upon receipt. If any exceptions appear in the Title Commitment, Purchaser shall on or before the end of the Inspection Period, notify Seller in writing of such matters to which Purchaser objects ("**Purchaser's Objections**"). Except for Purchaser's Objections that are timely raised pursuant to the preceding sentence, Purchaser shall be deemed to have accepted all exceptions to the Title Commitment and other items shown thereon together with all matters of record. Within five (5) business days after Seller's receipt of Purchaser's Objections, Seller shall notify Purchaser in writing of the Purchaser's Objections, if any, which Seller elects to attempt to cure, which said title defects shall be cured at Seller's sole cost. Seller's failure to provide such a notice will be deemed an election by Seller not to cure any Purchaser's Objections. If Seller is unable or unwilling to eliminate or modify all of Purchaser's Objections to the reasonable satisfaction of Purchaser, Purchaser may terminate this Agreement by delivering written notice to Seller (the "**Purchaser's Response**") at any time prior to one (1) business day before the Closing Date; in which event, the Earnest Money will be returned to Purchaser, and neither party shall have any rights or obligations under this Agreement other than those that expressly survive the termination of this Agreement. If Purchaser fails to furnish the Purchaser's Response, then Purchaser shall be deemed to have waived the Purchaser's Objections, except for those that Seller has elected to attempt to cure, whereupon those deemed waived shall become "**Permitted Exceptions**" (as hereinafter defined). The Earnest Deposit is nonrefundable following the end of the one-hundred twenty day (120) Inspection Period.

(b) The term "**Permitted Exceptions**" as used herein includes: (i) ad valorem taxes not yet due and payable; (ii) all zoning and other land use requirements and restrictions; (iii) all easements and restrictions of record; and (iv) those matters to which Purchaser does not reasonably object. Notwithstanding anything to the contrary in this Agreement, at or before Closing, Seller shall pay or discharge, or cause to be paid or discharged (or, in the case of a monetary, mechanic's or similar lien or claim of lien, bond or endorse

over) any deed to secure debt, deed of trust or mortgage or similar instrument securing a monetary obligation encumbering the Real Property and any other monetary, mechanics or similar liens or claims of lien, including, without limitation, liens for past due taxes and assessments, encumbering the Real Property. The Seller shall convey the Real Property to Purchaser by limited warranty deed, subject to the Permitted Exceptions.

(c) Purchaser may, from time to time, update its Title Commitment and provide notice (each, a "New Objection") to Seller of any new matters (the "New Matters"), other than the Permitted Exceptions, which were first created, arose or appeared of record subsequent to the effective date of the Title Commitment and which are reasonably objectionable to Purchaser. Seller may, at or before Closing, cure or cause to be cured, any and all such New Objection, unless Purchaser in its sole discretion, subsequently waives such New Objection, or Seller may give Purchaser at or before Closing a notice of Seller's intent not to cure some or all of such New Objection. If Seller is unable or unwilling to eliminate or modify all of Purchaser's New Objection(s) to the reasonable satisfaction of Purchaser, Purchaser may (as its sole and exclusive remedy) terminate this Agreement by delivering written notice to Seller at or before Closing.

(d) Purchaser shall have possession of the subject Real Property on the Closing Date..

(e) The Parties hereto agree that this Agreement not only covers real estate hereinabove described but all fixtures attached thereto including all improvements, all lighting fixtures attached thereto and all heating, water heating and plumbing equipment therein.

(f) Purchaser, its agents or representatives, at Purchaser's expense and at reasonable times subject to the terms of this paragraph, during normal business hours shall have the right to enter upon the Real Property for the purpose of inspecting, examining, testing, and surveying the Real Property. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this paragraph and agrees to hold Seller harmless for any damages resulting there from. In addition, Purchaser shall use its best efforts to maintain confidentiality surrounding the exercising its rights hereunder as set forth in Paragraph 11, below. Notwithstanding anything to the contrary contained herein, prior to entering onto or conducting any inspection of the Property, Purchaser may enter the Property at any time, during normal business hours, to inspect the Property and verify invoices and sales receipts, a representative of Seller may accompany Purchaser if so desired. All inspections shall occur during normal operating hours for the business conducted on the Property, unless otherwise agreed by Seller. Purchaser agrees to minimize interference with the ongoing operation of Seller's business on the Real Property during the inspection process.

(g) Seller warrants that when the sale is consummated, the improvements on the Real Property will be in the same condition as they are on the date this Agreement is signed by Seller, normal wear and tear excepted. Should the premises be destroyed or substantially damaged before the sale is consummated, however, then at the election of Purchaser: (a) this Agreement may be canceled, or (b) Purchaser may consummate the sale (including full payment of the Purchase Price) and receive such insurance proceeds as are paid on the claim of loss. This election is to be exercised within one (1) business day before the Closing Date. Upon any such cancellation, earnest money paid hereunder shall be returned to Purchaser.

(h) Seller warrants that all furniture, equipment and appliances shall remain with the Business, and the heating and air conditioning systems will be in good operating condition at time of Closing. Purchaser shall have the privilege and responsibility of making inspections of said equipment and systems prior to closing of sale in accordance with the inspection procedures set forth in subpart (f) above.

10. Confidentiality and Right of Inspection.

(a) Both parties and their officers, directors, employees and assigns agree to keep the terms of this Agreement confidential until after the Closing Date, except sharing information with vendors or contractors.

(b) During the Inspection Period, Purchaser and its employees and agents shall have the right to inspect the Real Property and the Business in accordance with the provisions of Section 9(f) above for the purpose of investigating the physical condition of the Assets, both real and personal, and Purchaser shall and does hereby indemnify and hold harmless Seller from and against any claim, loss, damage, or obligation arising out of or incurred in connection with the exercise of the rights of Purchaser under this paragraph. Further, Purchaser, by or with its agents, shall have the right to perform any reasonably necessary studies, reviews, tests, analyses (economic, demographic, environmental, engineering, financial, or other) concerning the Business, including, daily sales reports, financial statements, inventory reports, tax returns, zoning suitability, utility and access availability, acceptability of title and survey matters, lease review, soil tests, and other tests of subsurface characteristics of the Business and Assets (said inspections, tests and studies being collectively referred to as the "Studies"); provided, however, in conducting any such Studies, without the prior consent of Seller, Purchaser shall not disclose the existence of this Agreement or Purchaser's interest in the Business to any third-persons, except for necessary vendors and suppliers, and Purchaser shall not unreasonably interfere with the operation of the Business; provided, further, however, Seller agrees to cooperate in good faith with Purchaser and to request and obtain from local agencies and public officials such building plans, documents and instruments related to the Business as Purchaser may require in connection with conducting its due diligence hereunder and as may otherwise be reasonably requested by Purchaser. The Purchaser reserves the right to terminate this Agreement for any reason on or before the end of the Inspection Period.

(c) Within five(5)business days of the Contract Date, Seller will deliver the following documents and information to Purchaser, provided such items are within the possession or control of Seller:

(i) All title documentation for the Real Property including a copy of the Seller's warranty deed and title insurance policy, and real estate and personal property tax bills;

(ii) A copy of the survey for the Real Property, and the plans and specifications relating to the building and other improvements located on the Real Property;

(iii) A copy of any appraisal, or other study or report relating to the Real Property or the Business;

(iv) A copy of any leases, contracts, or other agreements relating to the Real Property or the Business;

(v) A copy of any licenses or permits relating to the Real Property or the Business;

(vi) All books and financial records of the Business; and

(vii) All sales and inventory reports for the Business for the last two (2) years; and

(viii) All environmental tests, reports, compliance information regarding underground shortage tanks upon the property.

11. Conditions Precedent.

(a) Conditions precedent to Purchaser's obligations. The obligation of Purchaser to consummate the transactions contemplated herein is expressly subject to and conditioned upon the following:

(i) Seller shall have furnished to Purchaser: all corporate resolutions and certificates to effect and authorize the transfer contemplated herein as reasonably required by Purchaser or its counsel;

(ii) Representations and warranties made by Seller in this Agreement shall be true and correct in all respects on the Closing Date;

(iii) Seller shall have performed all covenants of Seller specified in this Agreement on or before the Closing Date;

(iv) Seller shall have furnished the Purchaser all of the information and documents called for by this Agreement, which are in the possession of Seller; and

(v) Purchaser obtaining the necessary financing to consummate the transaction contemplated herein. In the event Purchaser is unable to obtain said financing prior to the Closing Date, Purchaser shall have a one-time (1) option to extend the Closing Date thirty (30) days.

(b) Conditions Precedent to Seller's Obligations. The obligation of Seller to consummate the transactions contemplated herein is expressly subject to and conditioned upon the following:

(i) Purchaser shall have executed and delivered (or shall have caused to be delivered) to Seller all documents, funds and instruments to be delivered at the Closing pursuant to any section hereof; and

(ii) Purchaser shall have complied with any and all agreements and covenants set forth herein to be completed on or prior to the Closing Date.

(c) Failure or Waiver of Conditions Precedent. In the event the conditions precedent set forth above or any other agreements and conditions to Closing are not satisfied or waived in writing by the party benefitting from said condition on or before the Closing Date, the party benefitting from said condition shall have the right to terminate this Agreement, and all Earnest Money paid hereunder shall be returned to Purchaser, and neither party shall have any further rights, remedies or obligations hereunder except with respect to: (a) the provisions that expressly survive termination of this Agreement; and (b) any and all remedies at law or in equity by one party against the other in the event that a party causes or fails to cause the occurrence of a condition precedent and that condition precedent is solely within the reasonable legal control of the party so acting or failing to act.

12. Covenants, Representations, and Warranties of Seller. The following obligations, covenants, representations, and warranties of Seller shall survive the closing:

(a) Conduct of the Business. The Seller agrees that from the date of this Agreement through and until the Closing Date, except as permitted by this Agreement or otherwise consented to in writing by the Purchaser:

(i) The Seller's Business shall be conducted in the ordinary course and consistent with past practices, including the maintenance or renewal of the current beer and wine licenses, lottery licenses and other licenses necessary to operate the Business, except that the Seller shall take such action as may be necessary to preserve the Assets and to comply with all applicable laws, ordinances, regulations, and orders of all governmental agencies and regulatory authorities. Seller further agrees to keep and maintain the inventory of the Business at substantially the same levels from the date of execution of this Agreement through the Closing Date;

(ii) The Seller shall not incur, dispose of, encumber, assign, or mortgage any of the Assets; and

(iii) The Seller shall preserve intact its Business organization and use its best efforts to keep available the services of its present officers and key employees and to preserve the goodwill of those having business relationships with Seller. Provided that the transfer of key employees from Seller to Purchase shall not be a condition of this transaction. Seller shall terminate employment of all employees on or before the Closing Date; provided, however, that all of Seller's employees shall be available for Purchaser's hire at Purchaser's discretion upon such employment terms as Purchaser shall determine.

(b) Access to and Preservation of Books and Records. At all reasonable times prior to the Closing the Seller will permit the Purchaser and its representatives, including, but not limited to, attorneys and accountants, during normal business hours, to have access to books, records, files, and documents, in Seller's possession that relate to the condition of the Assets. In addition, Purchaser shall use its best efforts to maintain confidentiality surrounding the exercising of its rights hereunder as set forth in Paragraph 10, above. Notwithstanding anything to the contrary contained herein, prior to conducting any inspection of the Real Property, and a representative of Seller may accompany Purchaser during all such inspections. All inspections shall occur during normal operating hours for the business conducted on the Property, unless otherwise agreed by Seller. Purchaser agrees to minimize interference with the ongoing operation of Seller's business on the Property during the inspection process:

(c) Performance of Material Contracts and Other Commitments. The Seller shall perform all of its obligations under all contracts relating to the Assets or to the Business:

(d) Discharge of Liabilities of Business Arising Prior to Closing. The Seller agrees to pay and discharge, when due, all liabilities and obligations of the Seller relating to the Assets:

(e) Absence of Material Changes. As of the Closing Date, there will be no material adverse changes to the Assets or the Business of Seller from the status and condition as it exists as of the effective date of this Agreement:

(f) Payment of Taxes. The Seller will be responsible for and pay all federal, state, and local taxes, including, but not limited to, all income, earnings, and property taxes relating to the Seller and the Assets, prorated to the Closing Date:

(g) Sales, Use, and Transfer Taxes. The Seller shall be responsible for and pay use and other transfer taxes, if any, payable to the State of Georgia, or any other governmental entity in connection with the transactions contemplated by this Agreement, to the extent said taxes relate to sales during a period prior to the Closing Date. Said sales taxes shall be paid by Seller to the State of Georgia on or before the due date thereof:

(h) Organization. Seller is validly existing under the laws of the State of Georgia and is authorized to do business in State of Georgia, and has the power and authority to carry on its business as now conducted, to own and operate the Assets, and to execute this Agreement and the other agreements and instruments referred to in this Agreement, and to carry out the transactions contemplate hereby:

(i) Enforceability. The execution and delivery by Seller of this Agreement and the other agreements and instruments referred to in this Agreement have been duly authorized and constitute legal, binding, valid, and enforceable agreements and instruments of Seller:

(j) No Violation. Neither the execution, delivery, or performance of this Agreement delivered by or on behalf of Seller in connection herewith nor in the consummation of the transactions herein, nor compliance with the terms and provisions hereof, will violate or run contrary to any provision of law, statute, rule, regulation, or order of any court to which the Seller is subject, or any judgment, franchise, order, or permit applicable to Seller:

(k) Litigation. There are no actions, suits, or proceedings pending, or to Seller's knowledge, threatened or anticipated before any court, governmental, or administrative body affecting Seller or the Assets:

(l) Taxes. There are no tax liens on the Seller or the Assets and there are no obligations relating to or claimed, taxes or assessments against the Seller or Assets. The Assets are not subject to any obligation or liability for any taxes whatsoever that may be payable by Seller:

(m) Trademarks and Trade names, Franchisees; Licenses. All trademarks, trade names, and assumed names used by the Seller, or in which the Seller has any interest relating to the Assets (or any derivation thereof) all of which are being transferred to Purchaser pursuant to this Agreement are not subject to any claim, lien, or challenge, but only to the extent owned by Seller: provided further, that Purchaser shall be required to enter into its own direct agreement with BP for the use of its trademarks and trade names.

(n) Advertising. To the best of Seller's knowledge neither any advertising by Seller for any product or service, nor any promotional material used by Seller at any time contains any untrue material or misleading statements or claims; and

(o) Vacating Premises-Operation of Business. Seller agrees that it will cease actively operating its Business on the date of Closing and transfer possession to Purchaser on said date. Seller shall cancel all utilities and inventory supply agreements as of the closing date and Purchaser shall be responsible for arranging for its own utility service and gasoline supply delivery. If required by Seller's franchisor/licensor, Seller shall also remove all signage advertising BP and its related trademarks and trade names.

(p) As to the Real Property.

(i) Seller is in open, notorious, continuous, peaceful and adverse possession of the Location and that the title thereto is not now disputed, questioned or rejected, and that title insurance thereon has not been refused.

(ii). That, to the knowledge of Seller, the lines and corners of the Property are clearly marked and that there are no disputes concerning the locations of the lines and corners.

(iii) That there are no liens or claims for past due taxes or assessments of any kind against the Transferred Property and Business; and, that there are no past-due bills for sewer charges or assessments, sanitary taxes, garbage pick-up services, street lights, or for the installation of water, gas or electricity utilities.

(iv) All improvements or repairs made to the Transferred Property and Business within the last ninety-five (95) days have been completed and all costs incurred in connection therewith have been paid: there is no outstanding indebtedness for equipment, appliances, or attached fixtures, or for labor or materials used in making improvements or repairs on or to the Transferred Property and Business, or for services of architects, attorneys, surveyors or engineers incurred in connection therewith. This statement is made pursuant to 44-14-361.2, O.C.G.A., as part of a transaction involving a conveyance of title to the subject Transferred Property and Business in a bona fide sale.

(v) There are no pending or unsatisfied mortgages, loan deeds, suits, judgments, executions, bankruptcy, or tax liens against the Transferred Property and Business, or against Seller in any court whatsoever that could in any way affect the title to the Transferred Property and Business, or constitute a claim, lien or encumbrance thereon.

(vi) Seller knows of no pending petition for condemnation, paving or other street improvements that affect the public road frontage or vehicular access to the Property, and no notice of any proposed paving or of any pending ordinance or assessment for street improvements has been furnished to Seller.

(vii) Seller is a resident of the State of Georgia.

(viii) That there is no outstanding indebtedness for equipment, appliances or other fixtures attached to the Business.

(ix). That the Business is in compliance with all laws, rules, and regulations, environmental and otherwise. Further, to Seller's knowledge, there have been no previous releases of hazardous materials, as defined by any local, state, or federal laws, rules, or regulation, at the Location.

13. Covenants, Representations and Warranties of Purchaser. The following obligations shall survive the Closing:

(a) Authority. The Purchaser has full power and authority to execute and to deliver this Agreement, to perform its obligations under this Agreement, and to enter into the transactions contemplated by this Agreement; and

(b) Enforceability. The execution and delivery by Purchaser of this Agreement and the other agreements and instruments referred to in this Agreement constitute a legal, valid, and binding agreement.

14. Notices. All notices, consents, approvals and the like required under any of the provisions of this Agreement shall be in writing and shall be deemed to have been given: (a) if personally delivered, upon receipt; (b) if sent by overnight courier (such as Federal Express), upon delivery; or (c) if sent by U.S. Mail registered or certified, return receipt requested, with sufficient postage affixed thereto, three days after being mailed, addressed as follows:

- (i) If to Seller to:
Mubarak Real Estate LLC
5225 Five Forks Trickum Rd.
Lilburn, GA 30047
- (ii) If to Purchaser to:
9600 Conners Rd. LLC,
4529 Lyngate Dr SW,
Lilburn, GA 30047
- (iii) If to Escrow Agent:
KPPB LAW
990 Hammond Drive NE
Suite 800
Atlanta, Georgia 30328
phone: (678) 443-2220
facsimile: (678) 443-2230
nprabhu @ kppblaw.com

or to such other address as such party shall specify in writing to the other party hereto. Any notice given to a party personally shall be delivered to a general partner of such party, if such party is a partnership, or an officer of such party, if such party is a corporation.

15. Indemnification by Seller. Seller agrees and represents as follows:

- (a) Survival of Representations and Warranties. All representations, warranties, covenants, and agreements made by Seller shall survive the Closing for a period of 30 days; and
- (b) The Seller indemnifies and agrees to hold the Purchaser harmless from, against, and in respect to all of the following:
 - (i) Any and all debts, liabilities, or obligations of the Seller direct or indirect, fixed, contingent, or otherwise, existing before the Closing Date whether or not then known, due, or payable regardless of whether or not the existence thereof is disclosed to Purchaser in this Agreement or any Schedule hereto unless specifically assumed by Purchaser hereunder;
 - (ii) Any and all loss, liability, deficiency, or damage suffered or incurred by Purchaser as a result of any default by the Seller existing on the Closing Date or any event or default occurring before the Closing Date that with the passage of time would constitute a default, under any agreement of Seller;
 - (iii) Any and all loss, liability, deficiency, or damage suffered or incurred by the Purchaser by reason of any untrue representation, breach of warranty, or non-fulfillment of any covenant or agreement by the Seller contained in this Agreement or in any certificate, document, or instrument delivered to Purchaser hereunder; provided all warranties, covenants and agreements shall expire at the end of one (1) year after the Closing Date and nothing contained herein shall be deemed to expand or enlarge the warranty of title given in the limited warranty deed; and

(iv) Any claims by third parties to the extent based on any environmental Contamination and any clean-up costs and related expenses incurred as a result of any clean-up of Contamination, provided such contamination occurred prior to the Closing Date. "Contamination" means spills, leaks, discharges or other releases of regulated substances from the operations upon the Real Property or impacting the Real Property prior to the date of Closing, and such contamination off the Real Property which is directly attributable to contamination from the operations upon the Property.

(v) Any and all actions, suits, proceedings, claims, demands, assessments, judgments, costs, and expenses, including, without limitation, legal fees and expenses incident to any of the foregoing or incurred in enforcing this indemnity.

16. Indemnification by Purchaser. The Purchaser agrees and represents as follows:

(a) The Purchaser agrees to indemnify and hold harmless the Seller from, against, and in respect to all of the following:

(i) Any and all debts, liabilities, or obligations of the Purchaser, direct or indirect, fixed, contingent or otherwise, arising from the Assets or Purchaser's use, dedication, sale, or other transfer of the Assets after the Closing Date;

(ii) Any and all loss, liability, deficiency, or damage suffered or incurred by Seller as a result of any default by the Purchaser occurring after the Closing Date of any warranty or obligation of Purchaser to Seller hereunder; and

(iii) Any claims by third parties to the extent based on any environmental Contamination and any clean-up costs and related expenses incurred as a result of any clean-up of Contamination, provided such contamination occurred after the Closing Date. "Contamination" means spills, leaks, discharges or other releases of regulated substances from the operations upon the Real Property or impacting the Real Property prior to the date of Closing, and such contamination off the Real Property which is directly attributable to contamination from the operations upon the Property.

17. Broker's or Finder's Fee. No agent, broker, investment banker, or other person or firm acting on behalf of Seller or Purchaser (except as provided below) or under either's authority is or will be entitled to any broker's or finder's fee or any other commission or similar fee, directly or indirectly, in connection with the transactions contemplated by this Agreement, and each party hereby agrees to indemnify and hold harmless the other party against any claim for any such fee or commission arising out of such party's conduct or actions in connection with such transactions. Purchaser has retained Atlas Real Estate and shall be responsible for its fees per a separate agreement.

18. Termination and Remedies.

(a) **Seller's Default.** If prior to or at the Closing Seller defaults hereunder, or shall have failed to have performed any of the covenants and/or agreements contained herein which are to be performed by Seller, or if any warranty or representation made by Seller herein is not true and correct and such default or breach continues for a period of thirty (30) days after Seller receives written notice thereof (provided that such thirty (30) day cure period shall not apply to a failure to close the transaction contemplated by this Agreement, or a failure to take any action, deliver any document, or make any payment required by this Agreement to occur on the Closing Date in accordance with the terms and conditions of this Agreement), Purchaser may sue for specific performance and/or terminate this Agreement and recover all damages allowed by law, and all costs and expenses including attorneys fees and costs in prosecuting the action.

b) Purchaser's Default. If the Purchaser has not terminated this Agreement pursuant to any of the provisions hereof authorizing such termination, and Purchaser defaults hereunder and fails to perform any of the covenants and/or agreements contained herein which are to be performed by Purchaser, or a failure to take any action, deliver any document, or make any payment required by this Agreement to occur on the Closing Date in accordance with the terms and conditions of this Agreement), Seller shall, as Seller's sole and exclusive remedy, be entitled to receive the Escrow Deposit as liquidated damages, due to the inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof. Seller hereby specifically waives any and all rights, which it may have to damages or specific performance as a result of Purchaser's default under this Agreement except as specifically provided herein. After one-hundred twenty days (120) days the Earnest Deposit is non-refundable for any reason.

19. Special Stipulations. In so far as the following stipulations are inconsistent with any of the other terms of this Agreement, the following terms shall prevail:

(a) Seller agrees to indemnify and hold harmless Purchaser from any liability associated with the Bulk Sales Law of Georgia, as well as, any debts, liabilities, or obligations related to the Real Property or Business thereon, originating prior to the date of Closing.

20. Miscellaneous.

(a) Amendment; Entire Agreement. This Agreement may be modified or amended only by a writing executed by the parties hereto. This Agreement and any and all instruments and documents to be delivered at Closing constitute the entire agreement and understanding between the parties hereto with respect to the transactions contemplated herein, and supersedes all prior understandings, agreements or prior versions of this Agreement between the parties relating to the subject matter hereof, except where noted herein.

(b) Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

(c) Controlling Law: Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(d) Knowledge. References in this Agreement to the "knowledge" of the Seller shall mean actual knowledge based upon Seller's investigation of the facts and circumstances.

(e) Time of Essence. Time is of the essence in the performance of this Agreement by each party hereto.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument.

(g) Construction. Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agents prepared the same, it being agreed that the parties hereto and their respective agents have participated in the preparation hereof.

(h) Tax Free Exchange. Both parties agree to cooperate with the other to the extent any party desires to effectuate a tax free exchange.

IN WITNESS WHEREOF, the parties hereto have both caused this Agreement to be executed under seal by their duly authorized officers as of the day and year first above written.

SELLER:

Mubarak Real Estate LLC

Shajiyami (Seal)

By:

Its: **Manager**

Date of Execution: 7/16/2020

Mirror Lake Mart LLC

Shajiyami (Seal)

By:

Its: **MEMBER**

Date of Execution: 7-16-20

PURCHASER:

9600 Connors Rd, LLC

[Signature] (Seal)

By:

Its: **MEMBER**

Date of Execution: 7/16/20

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Exhibit B

**LIST OF ASSETS CONVEYED PURSUANT
TO ASSET AND BUSINESS PURCHASE AGREEMENT**

1. Assets pertaining to the Business:

(i), All equipment, furniture, fixtures, tools, and other similar tangible personal property of the Business owned and used in connection with the Business, including all of the equipment listed on Table 1: Equipment List; and

(ii) All equipment, furniture, fixtures, tools, and other similar tangible personal property of the Business located in ancillary rooms, such as hallways, dens, the attic, the basement/parking area, and the rooftop, which are not otherwise identified in the attached Table 1.

2. Any other Assets or Intangible Property pertaining to the Business:

(i) Seller's goodwill of the Business as a going concern, including any goodwill associated with Seller's lists of customers and suppliers of the Business, and the books, records, and all other data (including electronic data) relating to the operation of the Business, including without limitation, all records, correspondence, purchase orders and all of the techniques, processes, and know how of Seller that pertain to the Business, and to the extent permitted by law, those documents and records, electronic data and electronic records, lists, book of business, telephone numbers, provider referral lists and relationships, personnel records, employee handbooks, training manuals, and similar information owned by Seller and used in the Business the right to maintain and use the files of Seller used in the Business, software licenses, and all other intangible personal property; and



CITY OF VILLA RICA

City Council Packet

SUBJECT: Residential Subdivision Design Guidelines (Information Only)

CITY COUNCIL AGENDA DATE: March 9th, 2021

PLANNING COMMISSION DATE: January 5th, 2021

DATE: February 18th, 2021

PREPARED BY: Chris Montesinos, AICP
Deputy Director of Community Development

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: No

PURPOSE: A supplement to the Villa Rica Zoning Ordinance establishing guidelines to assist developers, City Staff, members of the Planning & Zoning Commission, and Mayor and City Councilmembers when evaluating the quality of a proposed residential subdivision conceptual plan.

BACKGROUND: The City has adopted design standards for single-family residential developments. However, there are countless Best Practices in urban design and quality development that are not codified due to universal impracticality for all sites. City Staff has developed a Supplement to Article 3 (Zoning Ordinance) entitled Residential Subdivision Design Guidelines – this is a marriage between what is required in the Zoning Ordinance along with recommendations that lend to more sustainable residential developments. The guidelines address subdivision layouts, architectural design, finishes, landscaping, accessory structures, and responsibilities for review and enforcement. The Guidelines will provide some level of flexibility to key decision makers and elected official when a developer may not be able to comply with certain requirements, which may be supplemented by other recommendations identified in the guidelines.

STAFF RECOMMENDATION: Staff is presenting this document to the City Council for informational purposes only. Since the document is for guidance only, and the sections in the guidelines that are required are already codified, the document does not need to be adopted by the Council.

IMPACT: Enhances quality growth while providing decision makers with greater flexibility and options to ensuring quality residential development.

PLANNING COMMISSION RECOMMENDATION: APPROVAL on 01/05/2021 – Vote 4-0.

MOTION:

- I move to take the consideration of the subdivision development guidelines from the table.
VOTE
- I move that no action be taken on the proposed guidelines since they will not have the force of law. The Council has reviewed the guidelines and understands staff will consider them when addressing subdivision development applications. VOTE

ARTICLE 3

Zoning Supplement

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

City of Villa Rica, Georgia

571 W. Bankhead Highway

Villa Rica, GA 30180

Phone: (770) 459-7000

Email: info@villarica.org





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INTRODUCTION

The goal of these residential design guidelines is to produce quality, well-designed neighborhoods and homes in which Villa Rica residents can live “the American Dream”. The guidelines serve to implement the goals and policies contained in the “Building Neighborhoods” chapter of the Villa Rica

Comprehensive Plan. Themes repeated by City residents during the Comprehensive Plan process produced the following goals:

- Enhance neighborhood image by adopting design guidelines for sustainable, pedestrian-scale neighborhoods which would address amenities such as architectural features, building materials, pedestrian links, lighting, street trees and signage.
- Consider the desired quality of life when investing in infrastructure such as streets, lighting, signs, support neighborhood connectivity and walkability, protect and preserve wooded areas, and provided visually and physically accessible open space.

The following standards are encouraged to ensure that a quality visual environment and a sense of place are created, and to encourage a diversity of housing choice and opportunity.



Introduction

HOW TO USE THIS DOCUMENT

The purpose of the Residential Subdivision Design Guidelines is to support and further implement the intent of the Residential Design Standards in Chapter 9 of the Villa Rica City Zoning Ordinance, adopted effective date of August 10, 2020, and to provide developers and builders with a better understanding of the City's expectations for well-designed neighborhoods and homes.

Within these guidelines, there are standards that are required and standards that are recommended. Some of standards found in the Zoning Ordinance are repeated in this document, designated in bold type. In some categories, the applicant may be required to choose a certain number of items from a list to satisfy the requirement. In recognition that not all design criteria may be workable or appropriate for each proposed project, the Community Development Director and the Planning & Zoning Commission may interpret the recommended items with some flexibility as they are applied to specific proposals and the Planning & Zoning Commission may, in its discretion, authorize and approve modifications from the additional requirements and standards.

The overall objective will be to ensure that the main principles of the Design Guidelines are followed in each case.

APPLICABILITY

These Design Guidelines should be used for residential development requiring a major primary and secondary plat or development plans. Development proposals for projects containing three (3) dwelling units or less are exempt from these standards. However, such projects will be reviewed by City staff for general compliance with these standards.

Applicants should discuss specific zoning code requirements with the Community Development Department. Existing residential structures that expand or are altered by more than thirty-five (35) percent of the building's existing square footage are also subject to the standards.

Subdivisions designated and Planned Unit Development (PUD) are each subject to design guidelines contained in separate documents and adopted separately from this ordinance.

Set forth below are key steps in the development process and points at which the design standards should be consulted and applied:

- Locate the property and identify the applicable zoning district.
- Discuss the proposed project with City staff (informal discussion only).
- Prepare the Development Plan and building design using the minimum design standards in conjunction with relevant chapters of the Zoning Ordinance and other applicable development regulations and policies.
- Complete the developer's checklist to ensure conformance with the design standards.

Goals

Alternative Compliance

Upon request by an applicant, the Community Development Director may approve alternatives that may be substituted in whole or in part for a specific requirement that meets the standards of these guidelines.

GOALS

These Design Guidelines attempt to accomplish the goals to:

- Guide the development of housing in order to create a stronger sense of community.
- Preserve the sense of small-scale, residential communities surrounded by rural open space.
- Provide high quality housing for all sectors of the housing market.
- Encourage greater variety in housing types, development styles, site planning and density mixes in order to provide more diversity and visual interest in the City's residential development, while preserving the predominantly single-family residential character.
- Encourage the development of neighborhoods that provide a high quality living environment and generate civic pride.
- Encourage a harmonious development pattern that respects and responds to the character of the surrounding built and natural environments.



Left: Visually and physically accessible open space enhances and provides value to the entire community.



Site Development

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

RESIDENTIAL SITE DEVELOPMENT

Context for New and Infill Development

New development should not be so different in character that it is visually incompatible with existing development. Elements that can contribute to the creation of a distinct image include the architecture, street layout and design, landscaping, integration of open space and entry treatment. Building design should complement surrounding development. Guidelines:

- In areas that possess strong existing development character, the building design should respect the predominant characteristics of neighborhood development, such as height, massing, setbacks, materials and architectural style.

See Also: Chapter V:
Infill Development
Standards of the
Villa Rica Zoning
Ordinance

Vehicular Circulation

Streets play a primary role in establishing the foundation for neighborhoods. The site design of a neighborhood should promote connectivity between neighborhoods, allow access to local destinations without requiring residents to use major arterials and should minimize the potential for through traffic.

Guidelines:

- "Complete streets" should be provided that include sidewalks on both sides, tree lawns, provisions for bicycles, and pedestrian scale lighting.

Pedestrian Circulation

Ordinance Requirements:

- Sidewalks, a minimum of five (5) feet in width, shall be included on both sides of the street in accordance with the City's Development Standards.
- Guidelines:
- Sidewalks or multiuse paths should also be provided on the perimeter of a subdivision, and in areas to connect to, through and around community recreational facilities or open space.
- Sidewalks should be separated from the travelways by a landscape strip to provide safety for pedestrians. A determination shall be made by the Director regarding infill lots.

Common Open Space

Open space areas should visually unify a development and provide enhanced pedestrian circulation within the development. Neighborhood open space should be located to maximize its visual and functional benefits.

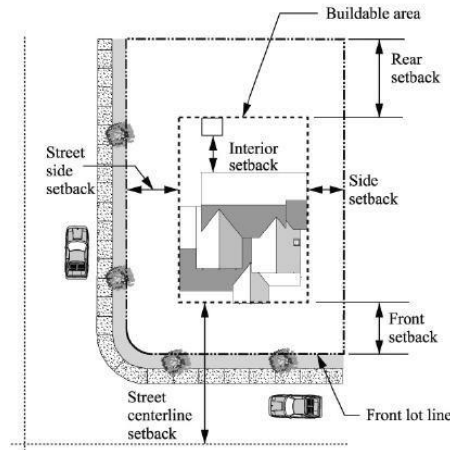
Ordinance Requirements:

- Common open space shall be provided in conformance with Section 7.13 – Open Space Requirement of the Zoning Ordinance.
- Guidelines:
- Common open space areas should be sited to take advantage of views out from the site and help preserve views to significant architectural and landscape features within the site.
- Neighborhood open space should also tie into City-wide or regional open space systems including public parks, bicycle, pedestrian and equestrian pathways.

Corner Lots

Guidelines:

- To alleviate blank expanses of siding facing the street, residences built on corner lots should include a minimum of three (3) windows on the side of the home facing the street (street side setback).



Above: Windows on street side

Driveway Width

Driveways should provide adequate access to off-street parking, but the amount of pavement should be minimized so as not to dominate the lot frontage.

Ordinance Requirements:

- For single- and two-family residential uses the minimum driveway width shall be twelve (12) feet.
- Driveways shall taper to a maximum width of twenty (20) feet at the property line.

Guidelines:

- Pervious hard surface pavement is recommended as a viable option for residential off-street parking.
- Hollywood Strip driveways are permissible.

Anti-monotony

Monotonous housing development creates a lack of character and an inability to easily distinguish one neighborhood from another. A string of homes with same-model elevations should be avoided.

Landscaping can be used to create diversity and distinction between houses of similar design. A variety of landscaping height, various placements of landscaping elements within the yard, grading, and other landscaping elements can break up monotony and add to a neighborhood's character. Refer to the Landscape Features section on page 13 of these guidelines.

Ordinance Requirements:

- Mirror images of the same configuration/elevation do not meet the requirement.
- No house shall be of the same front elevation design as any other house within two (2) houses to each side of the subject lot nor directly across the street.
- No single front elevation design may be applied to more than twenty-five percent (25%) of the front elevations within any single phase of a development.

Guidelines:

- All homes built to the front setback should be varied to avoid a canyon-like street pattern.

Setback

- variations need to be at least three (3) feet to be effective.



Residential Architecture

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

RESIDENTIAL ARCHITECTURE

Front Facade

Residential front facades play a significant role in creating the image of a neighborhood and contribute to defining the character. Facade components should correspond to the scale of the human form. A facade is composed of several architectural elements which are each addressed below.

Ordinance Requirements:

- Each front elevation shall include architectural elements from the following list that total a minimum of four (4) points. Unless specified, all features are worth one (1) point:
 - Front porch, minimum eight (8) feet in width and four (4) feet in depth supported by columns and with a rail (2 points)
 - A separate overhead door for each single garage bay
 - Side-loaded or court-entry garage (2 points)
 - Brick, stone or textured concrete masonry on one hundred percent (100%) of the front elevation (excluding openings)
 - Turret
 - Two (2) or more roof planes visible (change in elevation or direction of roof ridge) on the front of the house
 - Veranda/balcony
 - At least four (4) feet of relief at one or more points along the front or rear elevations
 - Bay, dormer or oriel windows
 - Decorative geometric front, rear and side gable roof vents or windows
 - Architectural details such as quoins, pilasters, cornices, and dentil molding



Above: Monotonous Residential Housing Developments

Side and Rear Facade

Rear facades that can be colorless and devoid of features and do not contribute to the streetscape.

Ordinance Requirements:

The side and rear elevations of a home which abut a right-of-way or private street, excluding alleys, and can be viewed from that street shall have at least two (2) of the following features on all sides:

- Minimum thirty percent (30%) masonry as the exterior building material
- Full first-floor masonry wrap
- Pop-out room a minimum of three (3) feet by ten (10) feet such as sun room or breakfast nook (on viewable sides)
- Screen porch (on viewable sides)
- Bay or oriel windows (on viewable sides)
- Shutters and window grids
- Cantilevered second story (on viewable sides)
- Raised wood deck, a minimum of eight (8) feet by ten (10) feet (on viewable sides)



Above: The rear elevation of these residences lacks character as viewed from thoroughfares.



Above: A photo that illustrates the benefit of subdivision perimeter screening.



Above: Full first floor masonry wrap around exterior.



Above: Roof planes changing elevation and direction.

Roofline

The form, color and texture of the roof should be an integral part of the building design and compatible with both the natural and built settings. Roofline variations may be used to demarcate primary entrances.

Ordinance Requirements:

- Eaves shall be a minimum of twelve (12) inches on all sides to create shadows on the facade and shade in hot summer months.

Guidelines:

Select at least one of the following items that add character and richness to the façade:

- Reverse gable;
- Change in elevation of roof ridge /change in direction of roof ridge
- Two (2) or more dormers
- Roof overhangs should be detailed as follows:
 - Brackets and corbels or other overhang supports are encouraged in order to add a finer level of detail to the building.
 - Soffits should be designed as a visible feature and incorporated into the overall architectural design.
- Roof forms to be employed include: hipped roofs, gabled roofs, varying roof pitches, side-to-side gables, front-to-back gables or various combinations.
- Flat roofs are generally discouraged unless part of a distinct architectural style.



Residential Architecture

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

Exterior Materials

The combination of materials on a building facade should be durable and appropriate to its style and design.

Ordinance Requirements:

- Exterior materials shall be unit masonry (brick, stone, textured and colored split-face concrete masonry units), wood, fiber cement board siding, stucco, composite lap siding (lap siding shall have a maximum nine (9) inch exposed board surface), or heavy-gauge vinyl. Vinyl siding shall be approved and endorsed as meeting or exceeding ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program. The minimum thickness of vinyl siding shall be 0.044 inches.

Guidelines:

- Materials and detailing should be used on all sides of the building, not just on the front facade. Natural materials are encouraged for the primary siding of buildings such as:
 - Unit masonry such as brick, natural stone, and stucco.
 - Full size brick veneer is preferable to thin brick tile. Brick veneers should be mortared to give the appearance of structural brick. Brick veneer applications should use wrap-around corner and bullnose pieces to minimize a veneer appearance.
 - Stone and stone veneers. Stone accents should be used only as a base or as a special decorative material.
 - Wood. Horizontal sidings such as clapboard and tongue-in-grove, vertical siding such as board and batten and other horizontal sidings such as smaller wood shingles and shakes may be suitable.
- Lap siding should have a maximum nine (9) inch exposed board surface which more realistically reflects the character of wood boards. When two or more materials are used the heavier material should be used on the base.
- Trim elements should be used, and traditional Craftsman styling such as timber detailing and exposed bracing are recommended.
- T1-11 siding is prohibited.
- Fiber cement board siding, composite lap siding, or heavy-gauge vinyl can be used in place of wood.
- Vinyl siding should be approved and endorsed as meeting or exceeding ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program. The minimum thickness of vinyl siding should be 0.044 inches.
- Rain gutters should be designed so as to be of a scale and material that is compatible with the roof and eaves.
- High quality materials such as crafted wood, stainless steel, copper and other ornamental metals are highly recommended.



Above: Materials and detailing should be used on all sides of the building, not just on the front facade. Natural materials are encouraged for the primary siding of buildings.

Material Placement

Guidelines:

- All homes should employ the use of masonry (brick, stone, stucco) on a minimum fifty percent (50%) of the front elevation, excluding doors, windows, and other openings.
- If the building mass and pattern of windows and doors is complex, simple wall surfaces are recommended. If the building volume and the pattern of wall openings are simple, additional wall texture and articulation should be employed. For the purposes of this guideline, the degree of structure complexity may be determined by the Community Development Director.
- Base treatments should be provided, if architecturally appropriate, to visually establish a human scale for passersby. Base treatments should extend around all visible sides of a building, created by any of the following treatments:
 - A visibly thicker and continuous base portion of the wall along the ground where the wall above the base sets back.
 - A material and/or color change of the base wall relative to the building wall above. The base material should generally be heavier than portions of the building above by employing darker colors and/or more substantive materials.
 - A horizontal architectural feature at or below the first story mark, such as an intermediate cornice line or protruding horizontal band.

Color

Guidelines:

- Building color should be used to add visual character and interest to the streetscape and to highlight features of the home.
- The color of building materials should be drawn from nature and be compatible with adjacent homes in the neighborhood.
- Monotonous color palettes should be avoided.
- Accent colors should be used to enhance details such as trim.
- Primary colors should be limited to accent or trim colors and should generally be compatible with the surrounding neighborhood.

Right: Vibrant color and a brick waterfall base create interest in this cottage style residence





Residential Architecture

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

Door, Window and Corner Trim

Ordinance Requirements:

- All windows, doors and corners should have a nominal one (1) inch by four (4) inch wood or vinyl surround.

Guidelines:

- All windows within a building and across a facade should be related in design, operating type, proportions and trim. Windows should be individually defined with detail elements which visually establish human scale and proportion and contribute to the success of the overall design. Each home should incorporate at least two (2) points from the list below. Unless specified, all features are worth one (1) point:
 - Shutters
 - Transom windows
 - Bay or oriel windows
 - Decorative moldings
 - Cornices
 - Keystones
 - Headers and lintels
 - Mullions, to break the scale of the facade into smaller components.
 - Reflective glazing is prohibited
 - Clear glass is recommended
 - For privacy and aesthetic variety to glass, fritted glass, spandrel glass and other decorative treatments are recommended. If tinted glass is to be used, light tints and green, gray or blue hues are recommended.
 - Unless appropriate to an architectural style, windows should not be flush with walls. Glass should be inset from the exterior wall and/or frame surface to add relief to the wall surface.
 - If aluminum sliding windows are used, select heavier window products with visually thicker (1.5 Inches or greater) extrusions and frame members.

Illumination

Residential lighting can be a deterrent to unwelcome neighborhood activity. It also enhances street safety.

Ordinance Requirements:

- Exterior lighting shall be designed as an integral part of the building and landscape design.
- Development and architectural plans shall include the location of fixtures, their design and the nature and level of the illumination they will provide as required in Section 7.12 of the Zoning Ordinance.

Guidelines:

- Decorative light fixtures, are strongly encouraged.
- Lighting should generally be designed to include cut-offs to minimize the lighting of the night sky.
- Each residence should have at least one (1) building-mounted light fixture.
- If a subdivision is developed without streetlights, then either coach lights mounted on garages or yard post lights should be provided.

Entries

Guidelines:

- A clearly defined entry should be incorporated into the facade. At a minimum, the entry should incorporate features totaling a minimum of two (2) points from the list below. Unless specified, all features are worth one (1) point.
 - Porches a minimum depth of four (4) feet and at least eight (8) feet in length, and that includes posts and railings (2 points)
 - decorative trim/molding
 - keystone
 - portico or shed roof accent over entry
 - pent roof
 - transom window
 - door sidelights
 - covered front stoop



Above: Enhanced entry

Garages

Neighborhoods are considered more appealing and lively when the dwelling portions of the house interact with the street. Garage prominent homes do not contribute to the liveliness of a streetscape. To this end, the following guidelines are intended to reduce garage prominence along the front facade.

Guidelines:

- Each home should have sufficient enclosed attached or detached garage storage space for each anticipated operable vehicle, usually a minimum of two automobiles.
- Street-facing garage doors should not constitute more than forty-five percent (45%) of the front facade of the ground floor living area. Alleys and corner lots are exempt from this requirement.
- Three-Car Garages. If included, a third bay should have a separate door and should be recessed four (4) feet from the other bays.
- Decorative garage doors or windows in garage doors;
- Front-loaded garages that protrude between eight (8) and twelve (12) feet forward of the dwelling area should have at least one (1) window installed in the garage wall that is perpendicular to the facade of the dwelling.
- Front-loaded garages that protrude between twelve (12) and sixteen (16) feet forward of the dwelling area should have at least two (2) windows installed in the garage wall that is perpendicular to the facade of the dwelling.
- Garages that protrude more than sixteen (16) feet should be side-loaded or court entry and window(s) should be installed in the facade that faces the street.



Above: Court- entry garage



Landscape Features

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

LANDSCAPE FEATURES

Planting Design

Landscaping should be an integral part of the overall site design and should be utilized to better integrate a development into its setting by:

- Enhancing pedestrian scale
- Screening views of unsightly elements, such as utility boxes
- Softening hard edges
- Enhancing the environment
- Defining specific areas and enhancing architectural features

Ordinance Requirements:

- Single-family dwellings shall be landscaped in conformance with Section 7.05(7)(d) of the Zoning Ordinance.
- Perimeter treatments for residential subdivisions shall be in conformance with Section 7.5(7)(a and b) of the Zoning Ordinance.
- Landscaping for residential streets shall be in conformance with Section 7.5(8) of the Zoning Ordinance.

Guidelines:

- Significant existing landscape elements should be preserved and incorporated into landscape plans.
- Native plant materials and other plant species which are well adapted to local climatic conditions should be considered for new plantings.
- Native plant material is often more resistant to disease and better able to tolerate low water conditions.
- Retention ponds edges should be planted with appropriate trees, shrub, perennial and emergent vegetation to filter runoff, limit waterfowl and enhance water quality.
- Drainage swales that are incorporated into landscape designs are strongly recommended to reduce water quality impacts associated with site runoff.

Irrigation

Guidelines:

- Irrigation that efficiently provides water should be considered in required landscaped areas to ensure plant survival. Irrigation systems with water sensors ensure that systems do not operate when there is adequate moisture in the soil. Drip irrigation may also be appropriate in non-turf situations.
- Systems should be designed to minimize water run-off onto sidewalks or streets.
- Backflow prevention devices should be screened from public view by the use of landscaping and other such screening devices.

Other

- A sidewalk extending from the front door to the public sidewalk is highly encouraged. Hardscape areas are encouraged to utilize permeable materials. Tinted, textured or stamped concrete and unit pavers contribute to the richness and diversity of the streetscape.



ACCESSORY STRUCTURES

This section provides standards for the cohesive design of all accessory structures in the residential areas.

Storage Structures

The design of accessory structures, such as carports, detached garages and sheds should draw upon the architectural character of the primary residence. See also Section 8.02 Accessory Use and Structure Standards of the Zoning Ordinance.

Mailboxes

The design of the mailboxes and mailbox enclosures within subdivisions should be consistent with the architectural style of the development and should match the colors and materials of other on-site buildings.

Walls and Fences

The design of fences, walls and other structural landscape features should be compatible with and complementary to the architecture and the surrounding setting.

Fences constructed of predominantly natural materials, such as wood and stone, are preferred; however, the use of masonry, vinyl, and textured or color-tinted concrete is acceptable.

Chain link fences in rear yards may be used but should be vinyl coated mesh.

Barbed wire, razor wire or similar wire or security fences should not be used except as permitted in agricultural zoning districts with agricultural uses.

All fences, walls and other related features should be accompanied by landscaping to better integrate the structure within the site and to reduce its visual impact. Landscaping and design elements should be used to break up long expanses of uninterrupted walls, both horizontally and vertically.

See also Section 7.09 Fences, Walls, and Hedges of the Zoning Ordinance.

Entry Signs

Signs at subdivision entries often set the tone for the entire development.

Ordinance Requirements:

- The name should be incorporated into a structure that is complemented with landscaping in all cases and lighting as is appropriate, as required by the Villa Rica Sign Ordinance.
- The materials should be natural and not reflective.

Guidelines

- Water features and other architectural features should be considered.

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+CITY OF VILLA RICA

City Council Packet

**SUBJECT: Stockmar Road Drainage at 2004 Hubbard Court
Engineering Design Recommendation**

CITY COUNCIL AGENDA DATE: March 9, 2021

DATE: February 24, 2021

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

FISCAL IMPACT:

ANNUAL –

CAPITAL – \$7,250.00

OTHER –

FUNDING SOURCE: 2021 Stormwater Budget – Capital (Budgeted)

PURPOSE: Recently, we have discovered that stormwater runoff from Stockmar Road is flowing across backyards in Chestnut Creek at Mirror Lake. Poor original Stormwater design for the development has resulted in this condition. Stormwater runoff from public right-of-way across private property without drainage easements is illegal.

BACKGROUND: Chestnut Ridge at Mirror Lake was developed back in 2001. When developed, the drainage off of Stockmar Road was not adequately addressed. It has become a serious issue at this point. Residents yards stay wet from the runoff and vegetation in the yards has died due to this constant saturation. Children can't play in their back yards due to the issue.

STAFF RECOMMENDATION: Staff has reached out to Georgia and West Engineers, Inc. to give us a quotation on a design to solve the problem. Georgia and West was chosen due to the specialty in designing problem solving in established yards. They have performed many design projects in the past for the City in the Stormwater area and do great work. The price quotation for this design is \$7,250.00. The price covers the design drawings and contract documents in order to bid out the project. Staff recommends approval of this request.

IMPACT: Capital Budget in Stormwater.

MOTION: I move to approve the price quote from Georgia and West Engineers, Inc. for the amount of \$7,250.00 to provide design drawings and contract documents to solve the drainage problem at Stockmar Road and 2004 Hubbard Court.

February 23, 2021

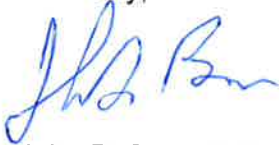
Bobby Elliott
City of Villa Rica
571 W. Highway 78
Villa Rica, GA 30180

RE: STOCKMAR ROAD DRAINAGE PLAN AT 2004 HUBBARD COURT

Dear Sir:

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

Sincerely,



John D. Bass, P.E.
President

Enclosure

February 23, 2021

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

RE: STOCKMAR ROAD DRAINAGE PLAN AT 2004 HUBBARD COURT

Dear Sir:

Georgia and West, Inc. is pleased to submit this proposal for services, which consists of civil engineering and surveying services to design a storm drainage system to pickup the stormwater runoff on the north side of Stockmar Road near 2004 Hubbard Court in Villa Rica, GA and tie the proposed system to the existing storm sewer on Hubbard Court.

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

Our firm will provide services in accordance with the following:

SURVEYING

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

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

SCHEMATIC DESIGN

We will visit the site to assess existing site conditions. We will prepare a schematic layout of the proposed storm drainage system based on the topographic survey and will present the schematic layout to you for evaluation and comment before proceeding with construction documents.

CONSTRUCTION DOCUMENTS

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

- A. Detailed Grading Plan (as required to direct drainage into drainage system);
- B. Storm Drainage Plan & Profile;
- C. Erosion Control Plan and Details;
- D. Construction Details

NPDES PERMITTING

It is understood that this project plans to disturb less than one (1) acre. Therefore, NPDES permitting is excluded.

CONSTRUCTION ADMINISTRATION – CIVIL

No construction administration services are included in this proposal. However, we can provide these services to the client on an as needed basis. Any services requested will be billed according to the hourly rates listed on this Proposal Acceptance Sheet.

REIMBURSABLES

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

EXCLUSIONS

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

1. Subsurface Investigation/Geotechnical Engineering;
2. Groundwater/Subsurface Drainage System Design;
3. Utility design;
4. Landscape design; Tree Protection design and inventory;
5. Retaining wall design;
6. Research to determine the exact location of existing utilities;
7. Bid documents and Project Specifications Manual;
8. Revisions to the plans during construction due to unforeseen conditions;
9. As-built drawings and certifications;
10. Legal descriptions;
11. Construction supervision/management;
12. Construction staking;
13. Variance consultation, including stream buffers;
14. Stream/Wetland Delineations, Permits for Stream/Wetland impacts, including Nationwide Permits, Individual Permits and Mitigation Plans;
15. Environmental assessment;
16. Traffic Control Plan;
17. Stormwater Monitoring and Erosion Control Inspections during construction as may be required by the Georgia NPDES General Permit;
18. Preliminary and/or Final Platting with Local Jurisdiction;
19. Recording of deeds and/or plats with local Clerk of Court;
20. NPDES Permitting;
21. Revisions or updates to erosion, sediment, and pollution control plans during construction, and
22. Meetings.

ADDITIONAL SERVICES

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

TERMS AND CONDITIONS

1. STANDARD OF CARE

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

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

2. RISK ALLOCATION

Many risks potentially affect Georgia and West, Inc. by virtue of entering into this Agreement to perform professional services on behalf of Client. The principal risk is the potential for human error by Georgia and West, Inc. For Client to obtain the benefit of a fee which includes a nominal allowance for dealing with Georgia and West, Inc. liability Client agrees to limit Georgia and West, Inc.'s liability to Client and to all other parties for claims arising out of Georgia and West, Inc.'s performance of the Services described in this Agreement. The aggregate liability of Georgia and West, Inc. will not exceed \$5,000.00 or the amount of Georgia and West, Inc.'s fee, whichever is greater, for negligent professional acts, errors or omissions. The limit of professional liability can be increased to a maximum of \$1,000,000.00 upon Client's written request made prior to the performance of Georgia and West, Inc. services under this agreement provided that Client agrees to pay an additional 10 percent of the total liability requested to the understood prior to commencement of work. The additional charge is because of the greater risk assumed and is not a charge for additional professional liability insurance. Client agrees to indemnify and hold harmless Georgia and West, Inc. from and against all liabilities, including liability to any third parties, in excess of the monetary limits established above.

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

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

3. DISPUTE RESOLUTION COSTS

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

4. SITE ACCESS AND SITE CONDITIONS

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

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

5. SAFETY

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

6. MONITORING

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

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

7. SAMPLING OR TEST LOCATION

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

8. ENVIRONMENTAL

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

A. Discovery of Unanticipated Hazardous Materials

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

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

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

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

B. Endangered Species

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

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

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

9. TERMINATION

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

10. OWNERSHIP OF DOCUMENTS

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

11. EXCHANGE OF ELECTRONIC MEDIA

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

12. GOVERNING LAW AND SURVIVAL

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

13. SURVEY NOTES

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

14. UTILITY LOCATIONS

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

PAYMENT TERMS:

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

Liens:

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

DATE: **February 23, 2021**

PROJECT NAME: **Stockmar Road Drainage Plan at 2004 Hubbard Court**

SERVICE		FEE
TOPOGRAPHIC SURVEY	\$	2,750.00
SCHEMATIC DESIGN	\$	500.00
CONSTRUCTION DOCUMENTS	\$	4,000.00
TOTAL	\$	7,250.00
CONSTRUCTION ADMINISTRATION (AS REQUESTED)	\$	130/HR

Meetings have been excluded from the cost listed above and will be billed additionally at the hourly rates listed below.

ADDITIONAL SERVICES

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

HOURLY RATES:

GPS and OPERATORS.....\$200.00/Hr.
SENIOR ENGINEER.....\$130.00/Hr.
CIVIL TECHNICIAN.....\$100.00/Hr.
SENIOR SURVEYING MANAGER.....\$130.00/Hr.
FIELD CREW.....\$130.00/Hr.
CLERICAL.....\$ 50.00/Hr.
Mileage.....\$.58/Mi.
Archive Search Fee.....\$ 200.00
Electronic File – One Time License.....\$ 200-500
Direct Costs – Administrative Fee.....15%

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

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

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

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

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

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

Sincerely,
Georgia and West, Inc.



John D. Bass, P.E.
President

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

Signature of Authorized Representative Title

Date: _____



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: EPD Mandated Long Term Water Quality Monitoring
AGENDA DATE: March 9, 2021

DATE PREPARED: 2/16/2021
PREPARED BY: Jameson Green

AMOUNT: \$16,415
GL ACCOUNT #: 560-4320-523850
FUNDING SOURCE: Contract Labor
BUDGETED ITEM? YES

PURPOSE: To meet the requirements of Georgia Water Quality Control Act also called the “Clean Water Act” and to stay complaint with the city’s NPDES Wastewater Discharge Permit for the West Water Pollution Control Plant (WPCP), NPDES Permit Number GA0027162.

BACKGROUND: The City of Villa Rica began implementation of its Watershed Protection Plan in May 2011. Prior to this date, the City had been operating under a Long Term Monitoring Plan put in place in June 2007. Based on the results of the 2001 Carroll County Watershed Assessment, the Long Term Monitoring Plan of 2007 replaced an informal long-term monitoring arrangement carried out between 2002 and 2007 that was designed to preserve the integrity of the 2001 Assessment. This arrangement included the measurement and reporting of typical water quality parameters from field and laboratory work, and transitioned into the 2007 Long Term Monitoring Plan with little or no modification.

As mandated by State Georgia Environmental Protection Division the City will conduct two (2) bacteriological sampling periods; four (4) sampling events per 30-day period at six (6) sampling sites. No flow measurements during bacteriological sampling events.

STAFF RECOMMENDATION: In order to determine the long-term trends, comparisons of data over time (multiple years/samples) must be made to ensure accuracy and validity, “like” data collected by the same personnel. These factors should be considered when viewing these trend data. This is why it is important to use CCR Environmental to continue with the water quality monitoring as mandated by the Georgia Environmental Protection Division. We have used CCR Environmental for the past 5 years going on 6 years.

IMPACT: To protect resources and maintain and/or improve water quality in local streams and rivers within the City of Villa Rica and to meet the requirements of the West Wastewater Plant NPDES Permit Number GA0027162.

MOTION: I move to approve CCR Environmental to conduct the Long Term Water Quality Monitoring as mandated by the Georgia Environmental Protection Division in the amount of \$16,415.00



CCR ENVIRONMENTAL, Inc.

3772 PLEASANTDALE ROAD, SUITE 150, ATLANTA, GEORGIA 30340
TEL: 770-458-7943, FAX: 770-458-2454

January 8, 2021

LONG-TERM WATERSHED MONITORING PROPOSAL CITY OF VILLA RICA, GEORGIA

WORK PLAN

Water Quality Monitoring

Water quality monitoring will be conducted at the current six (6) study locations in 2021. Sampling will be performed for three dry events and one wet event. Two of the dry events and the wet event will be collected from May through October, and the third dry event will be collected from November through April. A dry event is one with no rainfall for 72 hours prior to sampling. A wet event will be defined as > 0.2 inches of rainfall over previous 24 hours with dry conditions (no rainfall) for 72 hours prior. Rainfall information will be tracked (real-time) using the USGS website (<http://water.usgs.gov/realtime.html>) for nearby sites. Stream flow will be measured directly during the sampling events at each site, whenever possible. Single, discreet grab samples will be collected for both the dry and wet events. Whenever possible, the wet sample will be collected on the rising limb of the hydrograph whenever possible.

Samples from all study sites will be analyzed in the laboratory (GEPD-approved) for the following parameters: COD, BOD₅, TSS, hardness, alkalinity, total phosphorus and orthophosphate, TKN, ammonia, nitrate-nitrite. The wet sample also will include analyses for total recoverable metals (Pb, Cu, Zn, and Cd). In addition to laboratory analyses, the following *in situ* parameters will be measured during sample collection: air and water temperature, dissolved oxygen (DO), % DO, salinity, pH, turbidity, and specific conductance. "Clean metals" techniques will be used during the metals sampling.

In addition to the aforementioned parameters, bacteriological monitoring (fecal coliform and *E. coli*) also will be monitored during two periods (May – October). During each sampling period, a total of four grab samples will be collected on a regular schedule (regardless of weather) within a 30-day period. No sample will be collected within 24 hours of another sample. No flow measurements will be made during bacteriological monitoring.

A report will be provided that describes the methods used, results, and discussion of results and potential problem areas.



CCR ENVIRONMENTAL, Inc.

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January 8, 2021

LONG-TERM WATERSHED MONITORING PROPOSAL CITY OF VILLA RICA, GEORGIA

Annual Watershed Protection Plan Progress Report

CCR will prepare the *Annual Watershed Protection Plan Progress Report* for 2021 to be submitted to the EPD by June 30, 2022. The *Annual Report* will include the Annual Certification of WPP Implementation Statement, Water Quality and Biology Monitoring Results, Long-Term Monitoring Trends, a Summary of Best Management Activities, and any proposed revisions to the Watershed Protection Plan or any recommendations. CCR will prepare the entire document, submit to the City of Villa Rica for review and signature, and submit to the EPD by the due date. The City will provide CCR with the previously collected water quality and biological data for the Long-Term Monitoring Trends analyses and with any BMP information.



CCR ENVIRONMENTAL, Inc.

3772 PLEASANTDALE ROAD, SUITE 150, ATLANTA, GEORGIA 30340
TEL: 770-458-7943, FAX: 770-458-2454

January 8, 2021

LONG-TERM WATERSHED MONITORING PROPOSAL CITY OF VILLA RICA, GEORGIA

COST ESTIMATE (FY 2021-22)

Water Quality Monitoring

Labor

Senior Scientist – 10 hrs. @ \$110/hr. = \$ 1100

Staff Scientist – 86 hrs. @ \$75/hr. = \$ 6450

Total = \$ 7,550

Expenses (Water Chemistry Lab.; includes biomonitoring) = \$5,875

Other Expenses (mileage, field supplies, copying, etc.) = \$995

Total lump sum bid for water quality monitoring in 2021-22 = \$14,420

Annual Progress Report

Labor

Senior Scientist – 9 hrs. @ \$110/hr. = \$ 990

Staff Scientist – 12 hrs. @ \$75/hr. = \$ 900

Total = \$1,890

Other Expenses (mileage, field supplies, copying, etc.)

Total = \$105

Lump sum total for Annual Progress Reporting = \$1,995

Grand Total for 2021-22 Long-Term Monitoring and Reporting = \$16,415

ASSUMPTIONS

- Six (6) water quality sampling sites
- Three dry samples (two samples collected in May – October; one sample collected November - April)
- One dry sampling event to be collected during macroinvertebrate monitoring
- Grab samples for all events
- Wet sample collected on rising limb of the hydrograph, whenever possible
- “Clean metals” sampling will be performed during wet sampling
- Stream flow measured for all water chemistry events, where practicable



CCR ENVIRONMENTAL, Inc.

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TEL: 770-458-7943, FAX: 770-458-2454

January 8, 2021

LONG-TERM WATERSHED MONITORING PROPOSAL CITY OF VILLA RICA, GEORGIA

COST ESTIMATE (FY 2021-22)

- Two bacteriological sampling periods; 4 sampling events per 30-day period; no flow measurements during bacteriological sampling events; all sampling in May-October
- No reference sites required
- Includes report and GEPD excel spreadsheets
- Study conducted in 2021-22

This proposal represents a lump sum bid, based on the previous assumptions. Additional or out-of-scope work will be billed at an hourly rate of \$110 per hour for senior biologist and \$75 per hour for staff biologist plus expenses. No additional or out-of-scope work will be performed without authorization of the client. This cost estimate and scope of work were based on the information provided and my understanding of the project.

Your acceptance of this proposal may be indicated by signing in the space provided below. Payment terms are 30 days upon receipt of invoice.

ACCEPTANCE OF PROPOSAL AND AUTHORIZATION TO PROCEED

Authorized By:

Title:

Firm Name:

Date:



CITY OF VILLA RICA

City Council Packet

SUBJECT: Ordinance to Revise Section 400 of the City of Villa Rica Development Regulations, Section 403.11, Wastewater Lift Stations

CITY COUNCIL AGENDA DATE: December 8, 2020

DATE: November 25, 2020

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

FISCAL IMPACT: N/A

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: The purpose of this ordinance revision is to include specifications to examine entire drainage basins when determining the need for Wastewater Lift Stations for new development.

BACKGROUND: In the past, developers were allowed to install wastewater lift stations only to serve their individual developments. In allowing this practice, the City has 32 lift stations currently on their list to maintain. Changing the requirement to look at the overall drainage basin and to build stations to serve a much larger area, will cut down on the number of stations that will be installed in the future and less cost to the City moving forward.

STAFF RECOMMENDATION: Staff recommends approval of this Ordinance revision.

IMPACT:

MOTION: I make a motion to approve this ordinance revision of Section 400, Sewer Regulations, particularly section 403.11 Wastewater Lift Stations.

**AN ORDINANCE FOR THE REVISION OF WASTEWATER LIFT
STATIONS AS SET FORTH IN SECTION 403.11 OF SECTION 400 OF THE
DEVELOPMENT REGULATIONS FOR THE CITY OF VILLA RICA**

WHEREAS, the City Council for the City of Villa Rica is responsible for establishing the rules and regulations to promote health, safety and welfare of the citizens of Villa Rica; and

WHEREAS, the City of Villa Rica does desire to update and recodify its Ordinances with regard to Wastewater Lift Stations within the City;

NOW, THEREFORE, it is ordained by the Mayor and City Council as follows:

1. The current Wastewater Lift Station specifications embodied in Section 400 Sewer Regulations, subsection 403.11, Wastewater Lift Stations is hereby revised and readopted and decodified as set forth below:
2. The City does hereby adopt section 403.11, Wastewater Lift Stations in Section 400 Sewer Regulations as set forth in its entirety upon the Signature by the Mayor or Mayor Pro Tem.

403.11 Wastewater Lift Stations: The following *minimum* requirements apply to wastewater lift stations:

A. Lift Station Policy

It is the goal of the City of Villa Rica to provide for the conveyance of wastewater by natural gravity flow wherever and whenever possible. In order to facilitate the City 's goal, the City has policies that allow the reimbursement of certain costs of off-site trunk sewer extensions and over sizing lines.

The installation of a lift station increases the cost of providing sewer service and transfers the burden of extending trunk sewers and/or repairing, improving, and replacing the lift station to the City and its sewer customers. Lift stations, if deemed necessary, must be carefully integrated into the City 's overall plan for providing wastewater service to its customers.

B. Detailed Plans and Specifications

Design drawings and specifications for the lift station shall be reviewed by the City concurrently with the overall development plans. This submittal shall contain: 1) design and operational information, 2) detailed design drawings, and 3) technical specifications.

C. Lift Station Requirements

Lift stations must be designed by a Professional Engineer licensed in the State of Georgia, and shall be designed and constructed in accordance with the City's standards in affect at the time. These standards, in conjunction with the standard details in the Appendix of Section 400 and the current Rules and Regulations, shall include, but not be limited to, the following:

a. Site Location and Layout

1. The lift station shall be located, whether inside or outside of the proposed development, to service ten-times the developed area. The maximum required service area shall be 2,000-acres or no more than 10,000 feet of gravity sewer outside the development, whichever is less. The service area can include area served by any existing public sewer system; however, any area served by an existing lift station that will not be eliminated according to the below requirements must be excluded from the service area for the proposed lift station. Note that this requirement affects the location of the lift station only, not the sizing.
2. The lift station must be located at or beyond the nearest downstream confluence outside the development. The maximum required amount of gravity sewer outside the development to meet this requirement shall be 100 linear feet per developed acre or 10,000-feet, whichever is less. This requirement may be waived if the lift station located within the proposed development area will serve more than two-times the service area requirement.
3. The lift station cannot be located upstream of an existing lift station. If the proposed lift station is upstream of an existing lift station, the developer shall install a gravity sewer line from the proposed development to convey flows to the existing lift station and upgrade the existing lift station as necessary. The maximum amount of gravity sewer line required outside the development shall be 100 linear feet per developed acre or 10,000-feet, whichever is less.
4. The lift station cannot be located downstream of an existing lift station. If the proposed lift station is downstream of an existing lift station, the developer shall install a gravity sewer line to convey the flow from the existing lift station to the proposed lift station, thus eliminating the existing lift station. The maximum amount of gravity sewer line required outside the development shall be 100 linear feet per developed acre or 10,000-feet, whichever is less. Furthermore, the developer may request, and the City may approve depending on applicability and condition, the reuse of equipment from the existing lift station. If the reuse of equipment is allowed, the developer must coordinate with the City and assume complete responsibility for the handling of all flows during the

transition period.

5. A waiver of any or all of the above requirements, Items 1-4, may be considered in the sole discretion of the City in any of the following cases:
 - a. The proposed lift station will eliminate two or more existing lift stations.
 - b. The proposed lift station will be eliminated by a future project or projects known to the City.
 - c. The total amount of gravity sewer required outside of the development (both upstream and downstream together) to satisfy all of the applicable requirements above, Items 1-4, is greater than 100 linear feet per developed acre or 10,000-feet. In this case, the City, on a case-by-case basis and at its discretion, will determine the best combination of requirements to locate the proposed lift station. In no case will the developer be required to install more than one 100 linear feet per developed acre or 10,000-feet, whichever is less, outside the development.
 - d. The City is compensated for the difference in cost to locate the lift station at a site that satisfies the applicable requirements above, Items 1-4, versus locating the lift station on the project site or another site proposed by the developer. The cost difference shall be determined by the City as provided in its Rules and Regulations.
6. If the proposed developed area covers more than one drainage area (e.g. parts of the development naturally drain to more than one location), the area shall be divided by its respective drainage pattern(s) and treated as separate developments where each lift station must meet these requirements separately.
7. No lift station will be permitted for a proposed development of less than forty (40) Equivalent Residential Units (E.R.U.) or a watershed having an estimated ultimate development of less than 80 E.R.U.
8. The lift station and incoming manholes shall be outside the 100-year flood zone wherever possible. If not reasonable and/or the City determines installation within the 100-year flood zone is acceptable, the lift station and incoming manholes shall be designed and constructed according to all applicable FEMA, NFIP, EPA, EPD, State, and local ordinances.
9. The deeded lot size shall be minimum 40-feet by 40-feet. The lift station shall be fenced minimum 30-feet by 30-feet with 6-inches of crushed stone

extending 6-inches outside fence.

10. The lift station layout shall be such that a driveway will access the pump loading point. The lift station access drive shall be paved with either concrete or asphalt, as directed by the City. The pump station driveway slope shall not exceed 10%. Drives shall be minimum twelve-feet wide and in accordance with Georgia D.O.T. standards and Douglas County standards for industrial roads. The sub-base shall be compacted to 95% standard proctor per ASTM D698 standards. For driveways over fifty feet in length, a turnaround will be required and shall be twenty-feet off the fence, 16-feet deep with a 15-foot radius to the driveway.
11. The pump station layout shall be configured so the station can be expanded to the ultimate size to pump the ultimate upstream flow. Initial and future land requirements including access for the pump station shall be obtained by the developer and donated to the City in fee simple.
12. A debris manhole is required inside the fence.
13. An odor control system, designed by a licensed, professional engineer, shall be provided on all lift stations. The odor control system shall meet the following minimum requirements:
 - a. Air shall be removed via applicable fan and induced through carbon media canister unit or other treatment device / method approved by the City.
 - b. Ductwork shall be plastic material and shall be UV rated or painted with UV rated paint.
 - c. Treatment unit (i.e. carbon canister) and fan shall be sized to treat air volume, at a minimum, as follows:
 1. Fan shall be sized to create negative pressure within wet well to prevent air escaping.
 2. Air volume treated shall be considered the volume displaced by the peak sewerage flows served by the lift station.
 3. Assume area for potential air seepage into and out of the wet well (i.e. around pump hatch openings, vents, cracks, etc.). Assume 1/8" thick.
 4. At a minimum, air velocity shall be assumed at 100 feet / minute.
 5. For Safety Factor, assume one (1) of the largest hatches remains open at all times.

14. Lift stations shall have a 6-foot high security fence topped with standard 3-strand barbed wire on angled extension arms. Fences shall be installed using 9-gauge fabric with 1-1/2-inch top rails and bottom tension wires; 2-inch line posts and 3-inch corner posts set in concrete 10-feet apart; 16-foot gate with 9 gauge cross-tension wires installed on 4-inch gate posts.

A vegetative screen shall be installed outside of the security fence such that the lift station will not be visible from off the lift station property except for penetrations required for access. The base of the vegetative screen shall be mulched.

15. A potable water supply line and backflow preventer is required on all lift stations. The water supply line must be capable of delivering a minimum of 20 gpm through a yard hydrant located within the lift station fence.
16. The backflow preventer shall be installed above grade, piped with brass or hard copper, inside a freeze protection cover certified to ASSE Standard 1060 Classes I, II, III with drain flap to allow a minimum discharge of 60 gpm. Cover shall be anchored to suitably sized concrete pad as specified by the manufacturer.
17. The yard hydrant shall be Simmons 800 Series freeze-proof with 3/4" hose connection, or approved equal. The base of the yard hydrant shall be installed in an adequately sized bed of #57 stone with a 2-foot by 2-foot splash pad at grade.

b. Wet Well Requirements

1. Design calculations, signed by a Professional Engineer, must be submitted to the City for review and shall contain the following computations:
 - a. Capacity at peak flow
 - b. System head – tabulated and plotted on pump performance curve
 - c. Cycle time – including starts per hour for peak flow and average flow conditions
 - d. Buoyancy calculations
 - e. Storage volume – volume available in the event of a power outage
2. Drainage basin flow shall be calculated for the natural drainage basin area flowing into the proposed lift station. Flow calculations shall be based upon acreage, usage per established zoning, anticipated densities and development type if there is evidence of potentially greater wastewater

flow being generated in excess of established zoning.

3. The lift station shall be sized based upon the anticipated upstream flow that will be realized in a seven-year period of basin development. The amount of development in a basin is judgmental and shall be determined by the City based on land use and zoning maps or other appropriate information.
4. Generally, the following minimum average daily flow rates and peaking factors are used for calculating estimated usage in the basin:
 - a. Residential Areas: 400 gpd per equivalent residential unit, with a peaking factor of 4.
 - b. Commercial and Industrial Areas: 2,000 gpd per acre of developed land, with a peaking factor of 4.0.
 - c. These values may increase depending on the actual development in the basin, as determined by the City on a case-by-case basis.
5. The lift station influent line invert shall be set so that all upstream gravity flow into the lift station can be achieved. The influent pipe shall be sized at a minimum slope per "10 State standard" for basin flow with a peaking factor of 2.5 (or greater as specified by the City).
6. The wet well shall be sized for peak flow conditions using a peaking factor of 4.0 (or greater as specified by the City). The allowable number of pump cycles per hour shall be determined by dividing the pump manufacturer recommended pump starts per hour by 1.3. The wet well shall have a plugged stub so that the gravity sewer system may be extended when future expansion allows, or an additional wet well can be installed and interconnected should future flows dictate additional wet well storage. The stub out shall be at least as large as the influent pipe, sized for the ultimate basin flow.
7. All sewer lift stations shall have additional wet well storage for a total capacity of at least three hours at the design flow rate. Storage volume shall be calculated between the high-level alarm and the lowest point of overflow (including basement elevations regardless of backflow valves in service lines). Storage may consist of any combination of line capacity, manhole capacity, and wet well volume. No corrugated metal pipe may be utilized for storage.
8. Wet wells shall be a minimum of 6-feet in diameter, or a minimum of 6-feet on each side, if not cylindrical. Wet wells shall be constructed of

reinforced concrete; precast concrete may be used on wet wells for smaller pump stations.

9. The interior of the wet well shall be protected against leakage and corrosion. If precast concrete is used, the joints shall be sealed to prevent infiltration and inflow. All exposed concrete and piping shall be epoxy coated. Epoxy coating shall conform to the specifications below. All guide rails, brackets, connectors, pump pull chains, etc. shall be stainless steel to resist corrosion.

Standard Epoxy Coating shall be a 100% solids, solvent-less two-component epoxy resin-coating system with increased bond strength and broad range chemical resistance. Apply a maximum of 40 mils in two applications over a smooth horizontal, vertical or overhead surface. The coverage will vary from 30 to 60 mils depending on the application.

In lieu of an epoxy coating, the wet well may be constructed of steel reinforced polymer concrete. Construction, installation, and testing shall be in accordance with the following standards, including but not limited to ASTM D 6783, ASTM C 478, ASTM C 443, ASTM C 923, ASTM C 33, and ASTM C 497.

10. The top of the wet well shall contain a lockable aluminum hatch cast into the top. The pump manufacturer shall specify the size of the wet well hatch. The top of the wet well shall extend 6" above finished grade.
11. Wet wells shall be provided with a positive ventilation capacity of 30 air changes per hour based on the wet well volume below grade and above the minimum wastewater level.
12. Pumps must be submersible pumps as manufactured by FLYGT, unless otherwise specified by the City. FLYGT N-series pumps shall be used when available. FLYGT C-series pumps shall be used when the N-series is not available. Pumps shall be constant speed and self-sealing with stainless steel guide rail systems. All pump motors shall be three phase.
13. Pumps and motors shall be sized to handle twice the design peak flow of the proposed development (but not less than the total of the proposed development plus any existing development tributary to the lift station) or the total upstream watershed, whichever is less. Pumps shall be sized when possible so that ultimate basin flow conditions can be achieved by increasing impeller size. In any case, a minimum of two pumps shall be located in the wet well, each sized such that if one pump fails, the remaining pump(s) can handle peak flow.
14. Provide factory test, startup by a supplier authorized by the manufacturer, and on-site testing of the system.

15. Provide spare parts as recommended by the manufacturer and required by the City.
16. All lift station site lights shall be LED type lighting fixtures.

c. Valve Vault and Force Main Requirements

1. The discharge piping from each pump shall be routed through the valve vault with check valves and shutoff valves on horizontal stretches of pipe. Check valves shall be placed upstream of shutoff valves. Connection of the discharge pipes should be accomplished outside and downstream of the valve vault.
2. Valve vaults, including walls and floor and top slab, shall be constructed of reinforced concrete; precast concrete may be used on valve vaults for smaller pump stations.
3. Either a round or square vault can be used to contain the check valves and shutoff valves. The vault shall be bedded on a minimum 12" of #57 stone. The top of the vault shall contain a minimum 30" by 30" aluminum lockable lid cast into the top, which shall extend 6" above finished grade.
4. The floor of the valve vault shall be sloped to a sump to collect water. A drain shall be provided in the sump, routed to the wet well with a backwater valve to prevent hazardous gases from entering the vault and flooding of the vault, respectively. The backwater valve shall be accessible for cleaning.
5. All force mains and fittings shall be ductile iron pipe per AWWA standard C151. Force main and fittings shall be installed per AWWA standards. All bends, tees and crosses shall be blocked or restrained. All fittings outside the wet well and valve vault shall be mechanical joints. All fittings inside the wet well and valve vault shall be flange-to-flange joints. Air release valve locations and sizes shall be as required by the City. Air release valves shall be installed in all high points and other areas as required by the City. All ductile iron force main pipes and fittings shall be lined with a ceramic epoxy lining such as Tnemec Series 431 Perma-Shield PL or approved equal. Alternative pipe materials may be allowed at the sole discretion of the City.
6. The force main shall be sized for a minimum of two feet per second flow with the pump station operating at minimum flow. Force main piping shall be at least 4-inches in diameter. Class of pipe shall be as required for working pressure plus surge pressure and as directed by the City. Sewer force mains shall have a minimum of 4 feet of cover.
7. A connection for a quick-connect bypass pump shall be provided in case

of complete station failure. The bypass connection shall be located in the single force main, downstream of where the pump discharges tie together. Plug valves shall be provided immediately upstream of the bypass connection to isolate the station during bypass and on the bypass branch to isolate the bypass connection during normal station operation.

8. Surge valves shall be utilized when force main surges are in excess of 150 psi. Surge valves shall be mechanical and shall be field adjustable from 0 to 100% of the rated pressure capacity.
9. Weighted arm, cushion swing check valves shall be used on the pump discharge as directed by the City. Pump check valves shall have adjustable rapid closure in the event of power failure.
10. Shutoff valves shall be either ball valves or plug valves, as determined by the City. Air release valves shall be manufactured by Crispin, A.R.I., H-TEC, or approved equal. Air release valves shall be stainless steel or plastic or have an epoxy coating both inside and outside.
11. Air release valves shall be installed in minimum 4-foot diameter manhole on 6-inches of #57 stone with an additional 6-inches of #57 stone inside manhole; bolt-down frame and cover cast into flat manhole top, flush with finished grade. Install a 2-inch wheel or ball valve between force main and air release valve.
12. All fittings, such as valves, nipples, unions, and tapping saddles, for air release valves shall be stainless steel.
13. An odor control unit shall be installed with the air release valve on all force mains 8-inches or larger. The unit shall connect directly to the air release valve and contain carbon or other suitable media for scrubbing of hydrogen sulfide gas. The unit shall be constructed of stainless steel or plastic, or have an epoxy coating both inside and outside.
14. Check valves shall be GA Industries or Val-Matic, or approved equal.

d. Electrical Requirements

1. Electrical service to lift stations shall be three phase.
2. Dual electric feeds are preferred at wastewater lift stations. If dual feeds are available, they shall be provided from the utility grid. If dual feeds are unavailable, a letter of exception must be obtained from the City of Villa Rica.
3. The electrical service pole with meter shall be located outside the fence with underground feeder to electrical distribution.

4. The lift station shall have a fused disconnect.
5. The security light shall be directional style and wired to a switch or breaker inside the pump control panel. The light shall be a sodium vapor light with 150-watt high-pressure luminaire with 120-volt ballast, photoelectric control, and heat and impact resistant lens.
6. For pump stations with pumps in excess of 88 hp, motor starters, motor control centers, and miscellaneous electric controls shall be housed in a building. Building architecture shall be per the requirements of the City. Pump control panels for stations below 88 hp shall be in accordance with the Control Panel section below.
7. Pump controls shall be Multitrode with Square D components. Power for the pump controls, alarms, and telemetry shall be provided by a minimum 5 KVA uninterruptible power supply. Electrical equipment and controls shall be furnished with surge arresters for protection against surges caused by lightning or switching. Reference the Control Panel section below for additional information.
8. Pump power cables shall enter the wet well above the force main and behind the pump guide rails.
9. Lift stations shall have telemetry installed to monitor power failure, high wet well pump failure and other sensing points as required by the City. Reference the Control Panel section below for additional information.
10. All wet wells with a water depth of 15 feet or less shall have a 2-meter probe. All wet wells with a water depth greater than 15 feet shall have a 3-meter probe.
11. The level control systems, telemetry and generator, and all associated equipment shall be of a brand, type, and configuration acceptable to the City and compatible with the City's existing sewer lift stations.
12. Provide spare parts as recommended by the manufacturer and required by the City.
13. An arc flash analysis shall be performed on all electrical equipment greater than 50 volts in accordance with NFPA 70E, latest edition. Said equipment shall be labeled per the results of the analysis. A written report with the analysis results shall be provided to the City.

e. General Control Panel Requirements

1. These control panel specifications shall be applicable for all lift stations

up to and including 88 horsepower. Lift stations greater than 88 horsepower are considered a special circumstance by the City, and the requirements thereof shall be determined by the City on a case-by-case basis and addressed in the Project Concept Meeting.

2. The pump station shall be operated by an on-site pump control panel / motor control center (MCC) which shall initiate and terminate pump operations based on the liquid levels within the wet well while providing the station with electrical protection and information and status displays. The control system shall operate the required number of pumps as specified on the drawing with power and performance characteristics as described in full, in the associated plans. The MCC shall provide for both manual and automatic control of the pumps to maintain a pumped down condition in the wet well. The control shall function as described below.
3. The automatic mode shall have a primary controller, redundant high and low floats to run and shutdown the pump(s) in the event of primary controller failure, and a tertiary function provided to shut down all pumps at a low liquid level to protect the pumps from operating in a dry condition.
4. The primary controller shall sense the liquid wet well levels through a conductance actuated probe set at a pre-determined level to initiate the lead pump on, lag pump(s) on, hi-level alarm and all pumps off. The normal operation is caused by the rising and falling levels of the liquid in the wet well meeting the designated pre-determined points. The lead pump will start followed by the subsequent or lag pumps if the wet well level rises sufficiently with all pumps stopping when the wet well level falls to a low point ceasing the demand for pump operation. Upon the pumps being turned off, the controller will reset and alternate the lead pump, the former lead pump to become the new lag pump. This shall equalize the run times for all pumps.
5. If the station inflow continues rise to the set point of the hi-level, an alarm will be activated and sound continuously. A high-level alarm light will simultaneously flash. The audible and visual alarms will continue until the wet well liquid level falls below the alarm point. Note that the audible alarm may be silenced manually, but the high-level alarm light shall continue to flash until the level falls sufficiently. If the wet well level continues to rise and reaches the Hi-Hi Level float, the redundant system shall assume control of the station and shall initiate a call for the lead pump to come on, followed by an additional call for the lag pump to come on after a specified brief time delay. Both pumps shall continue to operate until deactivated by either the primary controller reassuming control or the low-level float set at a comparable low point.
6. The control system shall be designed, approved, fabricated to either UL

508A or UL 698A standards as applicable with appropriate addenda and be assigned its individual UL certification serial number by a UL Certified panel builder for Industrial Control Panels for Hazardous Locations.

7. The equipment and component descriptions listed below are provided as a guide and does not relieve the supplier from providing a system that will operate as intended by the designer and required by the application. It is the supplier's responsibility to seek timely clarification on all relevant issues associated with this equipment and project.

- i. CONTROL PANEL SPECIFICATIONS

- 1) PUMP CONTROL PANEL / MOTOR CONTROL CENTER (MCC) ENCLOSURE: The enclosure shall be a 14-gauge, NEMA 4X rated enclosure manufactured from 304 stainless steel. The enclosure shall be a wall-mounted type with a minimum depth of 12" and sized to adequately house all components with appropriate spacing and 10% spare interior back plate space for future upgrades. The door gasket shall be of rubber composition with a retainer to assure a positive weatherproof seal. The door shall open a minimum of 180 degrees. An engraved phenolic label shall be affixed to the front of the panel describing the panel's function.
- 2) INNER DEAD FRONT DOOR: A brushed aluminum dead front door shall be mounted on a continuous aircraft type hinge within the enclosure to separate operator accessible control and status functions from the live internal components and wiring within the interior compartment. It shall contain cutouts for mounted operational and status components/devices such as control switches, indicator pilot lights, elapsed time meters, a Ground Fault Circuit Interrupting Receptacle (GFCI) as well as any other devices requiring operator access as necessary. Further cutouts for breaker handles shall allow operation of breakers without entering the interior compartment. The dead front door shall open a minimum of 150 degrees to allow access to the interior compartment for maintenance by qualified personnel. A 3/4" break shall be formed around the perimeter of the dead front to provide structural rigidity.
- 3) INTERIOR BACK PLATE: The back plate shall be manufactured of 12-gauge steel and shall be finished with a primer coat and two (2) additional coats of baked-on white enamel. All hardware mounted to the back plate shall be attached with 304 stainless steel machine screws and threaded and tapped holes. Sheet metal screws are not acceptable. All devices shall be

permanently labeled and identified with engraved phenolic labels adhered to the back plate at locations easily identifying the component.

- 4) CONTROL PANEL IDENTIFICATION: An engraved phenolic label shall be affixed to the front of the Inner Dead Front Door and shall include the following information:

- I. Project Name
- II. Control Panel Serial Number
- III. Pump Manufacturer, Model, and Impeller Code and/or Trim
- IV. Pump Horsepower and Full Load Amps at Rated Voltage
- V. Incoming Power Voltage, Phase and Frequency
- VI. Pump Control Panel (MCC) Manufacturer

ii. CONTROL PANEL POWER DISTRIBUTION

- 1) The panel's service power distribution shall include all necessary components and be completely wired with stranded, tin-plated, machined-tooled copper conductors rated at 90 degrees C. All conductor terminations shall be easily accessible and as recommended by the device manufacturer. All control conductors shall be identified with wire markers at each end, as close as practical to the end of the conductor.
- 2) CIRCUIT BREAKERS: All circuit breakers shall be Square D Type FAL, KAL, LAL, or MAL, depending on applicable current requirements, heavy-duty thermal magnetic molded case circuit breakers or motor circuit protectors and shall be permanent trip, UL Listed, CSA Certified, IEC Rated and shall meet the requirements of Federal Specification Number W-C-375B/GEN. Each motor breaker shall be adequately sized to meet the pump motor operating characteristics and shall have a minimum of 14,000 amps interrupting capacity at 480 VAC. Heavy-duty circuit breakers shall be used to protect the control circuit.
- 3) TRANSFORMERS: Control transformers (5 KVA minimum) shall be UL Listed and shall be used to produce the 120 VAC and/or 24 VAC for control pilot circuits. The transformers shall be fused on both the primary and secondary circuits. The secondary circuits shall be grounded. Transformers shall be sized to provide for internal control pilot circuit use and to provide for

a convenience utility outlet (20 Amp single-pole), a SCADA (RTU) circuit (15 Amp single-pole), area lighting (15 Amp single-pole) and a spare 20 Amp single-pole circuit breaker. On installations with a permanent stand-by generator there shall be a 20 Amp single-pole circuit breaker for a block heater (within the generator) and a 20 Amp single-pole circuit breaker for a battery charger (within the generator).

- 4) **MOTOR STARTERS (ACROSS-THE-LINE) REQUIRED FOR LESS THAN 30 HP PUMPS:** Motor starters shall be UL Listed open frame, across-the-line, NEMA rated with individual overload protection in each leg. If one leg opens, all legs must open. Motor starter contacts and coil shall be replaceable from the front of the starter without removal from its mounted position. Overload heaters shall be block type, utilizing melting alloy spindles and shall have visual trip indication. Overloads shall be sized for the full load amperage draw of the pumps. Adjustable type overloads, definite purpose contactors, fractional size starters and horsepower rated contactors or relays shall not be acceptable.
- 5) **MOTOR STARTERS (SOLID-STATE REDUCED VOLTAGE) REQUIRED FOR 30 HP PUMPS AND ABOVE:**
 - I. Motor starters shall be UL Listed solid-state reduced voltage (SSRV) starters. The SSRV shall include a digital keypad for adjusting the soft starter parameters, viewing process values and motor and soft starter status.
 - II. The motor shall be automatically protected from solid-state component failure by an isolation contactor that opens when the motor is stopped or when the controller detects a fault condition, including a shorted silicon control rectifier (SCR). The SSRV shall utilize an SCR bridge consisting of at least two
(2) SCR's per phase to control the starting and stopping of the pump motors.
 - III. The soft start shall provide torque control for linear acceleration independent of motor load or application type without external feedback. The gating of the SCR's shall be controlled in such a manner as to ensure stable and linear acceleration ramp. The soft starter shall be controlled by a microprocessor that continuously monitors the current and controls the phasing of the SCR's. Analog control algorithms

shall not be allowed.

- IV. The SSRV shall automatically and continuously adapt for operation at 60 Hertz with a frequency tolerance of +/- 5%. By configuration, it shall be capable of operation at a varying supply line frequency of +/- 20% during steady state operation. Further, the soft start shall be capable of supplying 400% of rated full load current for 23 seconds at maximum ambient temperature and of 10 evenly spaced starts per hour at 400% of full rated current for 12 seconds per start.
- V. The SCR's shall have a minimum Peak Instantaneous Voltage (PIV) rating of 1800 VAC. Lower rated SCR's with Metal Oxide Varistor (MOV) protection are not acceptable. All programming / configuration devices, display units and field control wiring terminals shall be accessible on the front of the control module. Exposure to control circuit boards or electrical power devices during routine adjustments is prohibited.

iii. CONTROL PANEL SYSTEM OPERATIONS

- 1) Each pump shall have a three-position Hand/Off/Automatic (HOA) switch mounted on the dead front door for the selection of the operational mode of each pump. The "Hand" position will be an operator selected means of manually turning the pump on, the "Off" position will be an operator selected means of manually turning the pump off and making the pump unavailable for automatic running and the "Automatic" position shall place the pump in the automatic control of the Multi-Smart pump controller. The switches shall be NEMA 4X rated with 10 Amp contacts and be labeled by a position indicating legend plate.
- 2) In summary, in the Hand position the operator may run the pumps in the manual mode, by-passing all other automatic features of the controller except final dry pit shutdown for reduced amps draw indicating a lack of fluid at the impeller and/or shutdown on moisture/temperature alarm. The Off position will render the pump non-responsive to any call for operation until switched to either the manual hand or automatic modes. The automatic position will cause the pump(s) to operate or stop at the demands of either the probe, as further described below, or redundant floats. There shall be a low float to shut down all pumps when the wet well level falls below the predetermined elevation of the low float. There shall also be a high float to run all pumps, with a

predetermined time delay between the starting of pumps, when the wet well level rises above the predetermined elevation of the high float. This high float shall also initiate the "Wet well Hi-Hi Level" alarm.

- 3) A UL Listed Multi-Smart pump controller by MultiTrode shall be provided to operate the system based on conductance actuated by the wet well liquid level utilizing a single piece multi-sensored probe interfacing with intrinsically safe barriers for pump operation and level alarms. This controller shall be the primary controller for the pump station.
- 4) The controller is a self-contained device and shall monitor and control the operation of all pumps and alarms. Status information for the pumps, pump fault status, mode of operation, next pump to start status and level alarms shall be clearly indicated on the front display.
- 5) The controller shall allow all essential operating parameters to be adjusted via the front keypad or via a communication port as a connection link to other MultiTrode equipment or other "smart" monitoring and control equipment either on or off the station site. These parameters shall include setting levels, time delays, probe sensitivities, pump alternation, hand-off-automatic selection and fault resets. Level information is accepted from a MultiTrode probe or an analog device as either 4-20 mA or 0-10 V and the controller keypad can be disabled to prevent unauthorized keyboard entry.

iv. CONTROL PANEL ANCILLARY EQUIPMENT

- 1) ELAPSED TIME METER: Individual pump UL Listed 120 VAC non-resettable elapsed time meters (6 digit and tenths) shall be mounted on the dead front door to indicate and record the number of each pump's running hours.
- 2) SYSTEM STATUS INDICATORS: Indicator lights shall be mounted on the dead front door and include the following:
 - I. Green – Pump Run, individual lights to indicate pump has been called to run.
 - II. Red – Pump Fault, individual lights to indicate the pump has failed for whatever reason.
 - III. White – Power On indicates power is on to the MCC.

IV. Amber – Hi-Level or Hi-hi Level Alarm Light.

- 3) **MOTOR THERMAL SENSORS AND SEAL LEAKAGE MONITORING:** The Multi-Smart pump controller shall monitor the embedded motor thermal sensors and pump seal leakage sensors when available within the pump. The circuitry shall operate on the current sensing principle whereby any changes reflecting high motor temperature or fluid intrusion into the pump will either stop or prevent the pump from starting. An illuminated light on the controller shall indicate the failure mode and the status will be sent to the SCADA through connections to the external contacts provided for the SCADA. The status of the pumps shall be indicated by LED lights on the face of the controller, as status indicator lights on the dead front door and by signal to the dry contacts for the remote SCADA system.
- 4) **VISUAL AND AUDIBLE ALARM SYSTEM:** All alarm components shall be UL Listed. High wet well level conditions shall be sensed by either the primary probe sensors or the redundant Hi-hi Level float, which shall cause the alarm light and the alert horn to come on. The alarm light shall be a MCC externally top-mounted weatherproof, shatterproof, flashing red light fixture with a 130 VAC incandescent 40 Watt bulb, which shall flash until the alarm condition ceases. The alarm horn shall emit a sound of not less than 90 db at 10 feet and shall have a manual silence switch, in order for the operator investigating the alarm condition to silence the alarm horn.
- 5) **CONDENSATE HEATER:** An internal UL Listed 100-watt 120 VAC condensate heater recognized for industrial control panels shall be provided to minimize condensation within the control panel. The heater shall be thermostatically controlled to maintain the temperature above the dew point.
- 6) **VENTILATION FAN:** Adequate ventilation fan(s) shall be provided for all MCC's. The fan shall be a UL Listed 120 VAC NEMA 4X stainless steel device, suitably sized to maintain temperatures below the maximum recommended by the transformer, VFD, and/or SSRV manufacturer.
- 7) **OPERATOR'S TROUBLE LIGHT:** An internal UL Listed fluorescent trouble light 120 VAC sized appropriately for the enclosure size shall be installed to illuminate the interior compartments of the enclosure and shall operate via a micro switch so that when the dead front door is opened, the interior compartment is illuminated automatically.

- 8) SCADA INFORMATION FOR REMOTE MONITORING: Separate dry contacts shall be factory wired to individual terminals to provide operational information and status data to the remote off- site SCADA system. The following contacts shall be provided as a minimum:

I. Pump Status (Individual Alarms for Each Pump)

- (i) Pump Run
- (ii) Pump Overload
- (iii) Pump Seal Leakage Alarm
- (iv) Pump Soft Start Starter Failure (if used)

II. Power Status

- (i) Phase Loss
- (ii) Normal Power Failure

III. Generator Status

- (i) Generator Run
- (ii) Emergency Power (Transfer Switch Activation)
- (iii) Generator Common Alarm (to be wired to all additional generator alarms)

IV. Alarm Status

- (i) Wet well Hi-Level
- (ii) Wet well Hi-Hi Level
- (iii) Pump Station Disabled

- 9) LIGHTNING ARESTOR: The lightning arrestor shall be UL Listed and meet the requirements of NEC Article 280, ANSI/IEEE C62.41- 1991 as an appropriate 3 phase service device with a maximum 600 Volt phase to ground rating.

- 10) LIGHTNING TRANSIENT PROTECTION: Each complete suppression device shall be rated at 650 VAC phase-to-ground

maximum and be UL listed as a secondary surge arrester, bear CSA certification and meet both the standards of ANSI/IEEE C62-11- 1987 NEC Article 280 for suitability in indoor and outdoor applications and service entrance locations. It shall be selected for proper operation based on the full load capacity of the MCC and operate at a speed and of sufficient capacity to protect the MCC and associated equipment in case of lightning-transient/power surges.

- 11) PHASE MONITOR: A UL Listed, line voltage rated, adjustable, phase monitor shall be installed to sense high and low voltage, loss of power, phase reversal and loss of phase and shall indicate which fault has occurred. The self-indicating phase monitor shall provide troubleshooting analysis of the MCC service power via red, green or flashing lights, with a legend printed on the front of the device. The control circuit shall de-energize upon sensing any of the faults and shall automatically restore service upon return to normal power. An auxiliary dry contact shall be provided for SCADA indication.
- 12) WET WELL LIQUID LEVEL SENSORS: For the purposes of standardization and appropriate interface with the Multi-Smart primary controllers and redundant devices, all conductivity probes or pressure transducers (MTPT) shall be as manufactured by MultiTrode, Inc. of Boca Raton, FL. All liquid level floats shall be as manufactured by ITT Flygt Corporation of Trumbull, CT. Cable lengths shall be as shown on the plan drawings and as confirmed by the written specifications with a minimum of 10-feet of additional cable for field connection and fit.
- 13) PORTABLE GENERATOR (BY OTHERS) REQUIREMENTS:
 - I. Main and emergency breakers shall be interlocked using a walking beam type interlock. While both breakers may be in the "off" position at the same time, the walking beam shall not allow both breakers to be in the "on" position simultaneously.
 - II. The MCC shall have a UL Listed emergency generator receptacle mounted to the right-side exterior of the MCC enclosure and shall, for standardization purposes, be as manufactured by Crouse Hinds, Model AR1042 (100 Amp, 480 VAC/230 VAC) or AR2042 (200 Amp, 480 VAC/230 VAC).
- 14) PERMANENT GENERATOR REQUIREMENTS: The

Automatic Transfer Switch shall be located outside of the MCC enclosure for any pump station with a permanently installed, stand-by generator and shall be provided by the generator supplier. Generator status indicators shall be provided by the MCC manufacturer as previously described.

v. CONTROL PANEL MISCELLANEOUS REQUIREMENTS

- 1) DRAWINGS: A final, "as built" schematic drawing encapsulated in clear self-adhesive laminating plastic shall be affixed to the inside of the front outer door with defining legends as well as other required and appropriate information, warning stickers and UL Certification Serial Number.
- 2) PRE-SHIPMENT FACTORY QUALITY ASSURANCE TESTING: All pump station control panels (MCC's) shall be tested on the designated service power for all specified functions to the maximum extent practicable in the manufacturer's shop prior to shipping to assure proper operation and integrity of the MCC. The owner may elect to be present during such testing and shall coordinate such with the manufacturer if desired.
- 3) FIELD START-UP OF PUMP STATION:
 - I. The contractor shall coordinate and provide assistance as necessary to the pump manufacturer or their designated representative, the generator supplier or their designated representative and the MCC manufacturer for field start-up of the station at an appointed time with appropriate supervision by the owner.
 - II. No pump shall be started without the express approval of the on-site pump representative and no power shall be applied to the MCC for the purposes of operating the pump(s) without the express approval of the on-site MCC manufacturer representative and no generator power shall be applied without the express approval of the generator supplier.
 - III. A start-up report shall be written and forwarded to both the contractor and owner within ten (10) business days of the final start-up activity approving the successful installation and start-up operation of the pump station.
 - IV. The MCC manufacturer shall provide operation and maintenance training to the operators available or as

otherwise arranged by the contractor on behalf of the owner and shall turn over a minimum of three (3) sets of O & M manuals to the senior owner representative present.

- 4) **MANUFACTURER'S WARRANTY:** The manufacturer of the MCC shall warrant the control for design, materials and workmanship for a period of five (5) years from the date of shipment. Such warranty is limited to repair or replacement as necessary for the proper operation of the pump station and as determined by the manufacturer and does not provide for alterations, modifications or interference by others, negligence, willful destruction or misuse or acts of God.
- 5) **PUMP CONTROL PANEL /MOTOR CONTROL CENTER (MCC) MANUFACTURER:** The MCC manufacturer shall be currently certified by Underwriter Laboratories, Inc. as a UL 508A and UL 698A control panel shop for the design and fabrication of Industrial Control Panels for Hazardous Locations and shall be approved to certify, assign and affix individual UL serial numbers for each control built to applicable UL standards with appropriate addenda. The control manufacturer shall further be UL 914A approved to field configure, adapt and modify non-UL controls to UL standards suitable for field certification, assignment and affixing of an individual UL serial number.
- 6) **STORAGE:** All pump control panels shall be stored on pallets and out of all possibility of sustaining weather-related damage from wind, snow, ice, rain, lightening or other unforeseen incidences which may allow damage such as vehicular traffic, construction, vandalism, tampering or curiosity.
- 7) **GROUNDING:** The MCC shall be grounded in accordance with Article 250 of the National Electric Code with no deviations permitted.
- 8) **WIRE CONDUITS:** Pump power cables shall be run in conduit separate from conduit containing cable from the sensors (probes, floats or transducers). Conduits shall be appropriately sized, planned and installed to protect the cables entering the wet well and to allow easy replacement of the sensors and cables if necessary. Conduit entry into the MCC enclosure shall use "seal offs" to prevent gas or moisture intrusion from the wet well.

vi. Generator Requirements

- 1) All sewer lift stations shall have a standby electrical generator

with an electronic transfer switch that will automatically switch the station to generator power when the electric utility power system fails. The generator shall self-test at least once per week. Telemetry is required on all lift stations regardless of basin and shall monitor the status of the generator.

- 2) The standby generator shall be commissioned in accordance with NFPA 110 Standards. Provide factory test, startup by a supplier authorized by the manufacturer, and on-site testing of the system.
- 3) The generator shall be housed in a weatherproof enclosure. Quiet site soundproofing shall be provided to reduce noise to 70 db at a distance of 7 meters for diesel powered generators.
- 4) The entire standby generator set shall be warranted for a period of five years from the date of commissioning.
- 5) Outdoor weather-protective housing with critical grade exhaust muffler shall be installed. The housing shall have hinged side access doors and a rear control door. All doors shall be lockable. All sheet metal shall be primed for corrosion protection and finish painted with the manufacturer's standard color. Vibration isolators as recommended by the generator set manufacturer shall be provided. The generator must be mounted far enough away from obstructions to allow all doors to be opened 90°. All conduits and gas lines shall be installed underground. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with manufacturer's instructions and seismic requirements of the site.
- 6) Generator shall be supplied with all auxiliary systems necessary for operation (i.e. batteries, battery charger, block heater, etc.).
- 7) Engine mounted, thermostatically controlled, coolant heater(s) shall be required for each engine. Heater voltage shall be as required by the manufacturer. The coolant heater shall be UL499 listed and labeled.
 - I. The coolant heater shall be installed on the engine with silicone hose connections. The coolant heater installation shall be specifically designed to provide proper venting of the system. The coolant heaters shall be installed using quarter turn ball valves to isolate the heater for replacement of the heater element. The quarter turn ball valves shall allow the heater element to be replaced without draining the engine cooling system or significant coolant loss.

- II. An AC power connection box shall be provided for a single AC power connection to the coolant heater system.
 - III. The coolant heater(s) shall be sized as recommended by the engine manufacturer to warm the engine to a minimum of 100°F (40°C) in a 40°F ambient, in compliance with NFPA 110 requirements, or the temperature required for starting and load pickup requirements of the particular lift station.
- 8) The generator set shall operate at 1800 rpm and at a voltage of as specified by the City. The power supply shall be three-phase, four-wire, and 60 hertz. Voltage regulation shall be plus or minus 1.0 percent for any constant load between no load and rated load. Random voltage variation with any steady load from no load to full load shall not exceed plus or minus 0.5 percent. Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed plus or minus 0.25%. An electronic governor system shall provide automatic isochronous frequency regulation.
 - 9) The generator set shall be provided with a mounted main line circuit breaker, sized to carry the rated output current of the generator set on a continuous basis.
 - 10) The standby power system shall include an automatic transfer switch. Transfer switch shall be rated for 100% of full load. This switch shall be provided with indicators for all phases of operation and be equipped with a fully programmable timer for exercising the equipment. The switch must be selectable for load or no load. The switch shall be configured with in-phase transition or neutral delay.
 - 11) The generator shall be load tested at 100% full load on site for a period of four hours using resistive load banks. Notify the City inspector prior to test, and provide certification letter from the manufacturer.
 - 12) Three complete sets of O & M manuals and keys shall be provided for the generator and the automatic transfer switch.
 - 13) The generator control system must include a programmable control device to allow automatic start-up and test functions. Test functions can be programmed for daily, weekly or monthly testing. Connections for remote monitoring of function and failure must be provided.

- 14) Pump stations are required to have continuous standby power. All generators shall
- 15) Consideration of an engine driven pump or standby pump station in lieu of a generator will be considered on a case-by-case basis at the sole discretion of the City.
- 16) Generators can be obtained from the following manufacturers/representatives:
 - I. Caterpillar
 - II. Cummins-Onan
 - III. MTU Detroit
- 17) The generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in-service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.
- 18) The generator manufacturer shall provide a 60-month comprehensive warranty to include parts and labor. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.
- 19) Transfer switches shall be in NEMA-4X enclosure obtained from the following manufacturers/representatives:
 - I. Cummins-Onan
 - II. ASCO
 - III. GE Zenith
- 20) The transfer switches shall be configured to switch back when power is restored to the station.
- 21) The generator shall be installed on a suitably sized concrete pad and a generator ground grid shall be provided. The ground grid design shall be in accordance with the National Electric Code (NEC) and subject to City approval.
- 22) The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the

equipment provided. The training program shall be not less than 4 hours in duration. Training date shall be coordinated with the facility owner.

vii) Spare Parts

- 1) Lift stations shall be supplied with a spare complete pump/motor combination plus a complete set of manufacturer's recommended spare parts.

IT IS SO ORDAINED on this the _____ day of December 8, 2020.

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchasing a 2021 Ford F-250 Service truck
AGENDA DATE: March 9th, 2021

DATE PREPARED: February 25, 2021
PREPARED BY: Nic Griffin

AMOUNT: \$33,932.00
GL ACCOUNT #: 350-4900-542200
FUNDING SOURCE: General Fund Capital
BUDGETED ITEM? Yes

PURPOSE: To purchase a 2021 Ford F-250 truck with a service body bed.

BACKGROUND: Currently the Building and Fleet technician have a 2012 F-150 and a 1999 F-150, both are equipped with regular beds. We are looking to add to that fleet with this new budgeted vehicle. Our department has added a building maintenance technician position. This position will require a vehicle so that employee can get to all of the facilities and city owned properties. A truck with a service body will benefit the department with allowing us to haul multiple and various tools that are needed for different work scopes.

Staff has been told by various dealerships that Ford has stopped producing F-250s that are equipped with basic options that the City requires. We have attempted to get a state bid for a new build from Don Rich Ford. They have told us that they are no longer available for orders. Staff has found this truck on the lot at Peach State Ford. This dealership has put the government concession on this vehicle allowing them to reduce the price substantially. We have budgeted \$46,000 to purchase this vehicle. The vehicle with the body will cost \$33,932. This will leave us funds to up-fit the vehicle with caution lights and equipment. It will also leave funds available to transfer for the purchase of an unbudgeted vehicle.

STAFF RECOMMENDATION:

Staff recommends purchasing a 2021 Ford F-250 from Peach state Ford.

IMPACT:

Purchasing this vehicle will help the Building and Fleet Department perform their job tasks with a reliable vehicle. This will keep maintenance and repair costs lower. It will also help them be more efficient while performing their operational duties.

MOTION:

I move that we authorize the City Manager to purchase a 2021 F-250 from Peach State Ford in the amount not to exceed \$33,932.00.

Peach State Ford

(770) 748-3673

DEALER 21V 575

VIN 1FDBF2A61MEC75533

	Suggested Retail Price	Invoice Amount
F25G 4X2 STYLESIDE PICKUP/142	34230.00	32518.00
2021 MODEL YEAR		
Z1 OXFORD WHITE		
AS MEDIUM EARTH GRAY VINYL		
PREFERRED EQUIPMENT PKG.600A		
.XL TRIM		
572 .AIR CONDITIONING -- CFC FREE	NC	NC
.AM/FM STEREO MP3/CLK		
996 .6.2L EFI V-8 ENGINE	NC	NC
44S 6-SPEED AUTOMATIC TRANS G	NC	NC
TD8 .LT245/75R17E BSW ALL-SEASON		
X3E 3.73 ELECTRONIC-LOCKING AXLE	390.00	355.00
90L POWER EQUIPMENT GROUP	865.00	787.00
66D PICKUP BOX DELETE	625.00-	569.00-
JOB #1 ORDER		
153 FRONT LICENSE PLATE BRACKET	NC	NC
17F XL DECOR PACKAGE	NC	NC
9900# GVWR PACKAGE		
425 50 STATE EMISSIONS	NC	NC
512 SPARE TIRE AND WHEEL	295.00	269.00
52B TRAILER BRAKE CONTROLLER	270.00	245.00
TELESCPNG TT MIRR-PWR/HTD		
JACK		
63R REAR STAB BAR W/ AUX SPRINGS	125.00	114.00
66S UPFITTER SWITCHES	165.00	150.00
67D 200AMP(6.2L)/240CMP(6.7L) ALTR	NC	NC
68D PAYLOAD DOWNGRADE PACKAGE	NC	NC
872 REAR VIEW CAMERA & PREP KIT	415.00	377.00
942 DAYTIME RUNNING LIGHTS	45.00	41.00
96V XL VALUE PACKAGE	395.00	360.00
.CRUISE CONTROL		
TOTAL OPTIONS/OTHER	2340.00	2129.00
TOTAL VEHICLE & OPTIONS/OTHER	36570.00	34647.00
DESTINATION & DELIVERY	1695.00	1695.00
TOTAL FOR VEHICLE	38265.00	
FUEL CHARGE		16.56
SHIPPING WEIGHT 5468 LBS.		
TOTAL	38265.00	36358.56

Villa Rica

* includes

8' Service Body

\$33,932

2-11-21

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 59	Ramp Code RU33	Batch ID R078	Price Lev 115
Ship to (if other than above) KTEC Birmingham 2490 Pinson Valley Parkway Birmingham		86388 AL 35217		Date Inv. Prepared 01 19 21	Item Number 21-0120	Transit Days 13	
Invoice & Unit Identification NO. 1FDBF2A61MEC75533		Final Assembly Point KENTUCKY		Finance Company and/or Bank Ford Motor Credit 000001			
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA	
731	36358.56	35079.56	35179.56	36488.13	513.00	548.00	

This invoice to be used for the billing of vehicles only

Dealer's copy



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchasing a 2021 Ford F-250 Crew cab
AGENDA DATE: March 9th, 2021

DATE PREPARED: February 25, 2021
PREPARED BY: Nic Griffin

AMOUNT: \$30,788.00
GL ACCOUNT #: 350-7220-542200
FUNDING SOURCE: General Fund Capital Projects
BUDGETED ITEM? No – Budget Amendment to be Presented 3-9-2021

PURPOSE: To purchase a 2021 Ford F-250 Crew cab for the Building Inspection department.

BACKGROUND: The City has hired an additional building inspector. The department is currently using a personal truck as well as a borrowed truck from a different department. Staff is unable to order a new build F-250 on state contract due to being told that Ford is not producing any of the lower model F-250s right now. This truck is on the lot at Peach State Ford. Peach State has put the government concession on this vehicle lowering the cost substantially. This truck was not budgeted but we have savings from other vehicles purchased previously that will supply the needed funds. This truck will cost \$30,788.00.

STAFF RECOMMENDATION:
Staff recommends purchasing a 2021 Ford F-250 from Peach state Ford.

IMPACT:
Purchasing this vehicle will help the Building Inspection Department perform their job tasks with a reliable vehicle. This will keep maintenance and repair costs lower. It will also help them be more efficient while performing their operational duties.

MOTION:
I move that we authorize the City Manager to purchase a 2021 F-250 from Peach State Ford in an amount not to exceed \$30,788.00.

DEALER 21V 575

VIN 1FT7W2A64LEE92549

	Suggested Retail Price	Trade Amount
F25H 4X2 CREW CAB PICKUP/176	37825 00	35934 00
2020 MODEL YEAR		
Z1 OXFORD WHITE		
AS MEDIUM EARTH GRAY VINYL		
PREFERRED EQUIPMENT PKG.600A		
.XL TRIM		
572 .AIR CONDITIONING -- CFC FREE	NC	NC
.AM/FM STEREO MP3/CLK		
996 .6.2L EFI V-8 ENGINE	NC	NC
44S 6-SPEED AUTOMATIC TRANS G	NC	NC
TD8 .LT245/75R17E BSW ALL-SEASON		
X37 3.73 RATIO REGULAR AXLE	NC	NC
90L POWER EQUIPMENT GROUP	1125 00	1024 00
JOB #2 ORDER		
TRAILER TOWING PACKAGE		
10000# GVWR PACKAGE		
425 50 STATE EMISSIONS	NC	NC
43C 110V/400W OUTLET	NC	NC
512 SPARE TIRE AND WHEEL	NC	NC
TELESCPNG TT MIRR-POWR/HTD		
592 ROOF CLEARANCE LIGHTS	95 00	87 00
JACK		
67D 200AMP(6.2L)/240CMP(6.7L) ALTR	NC	NC
85G TAILGATE STEP	375 00	342 00
85L DROP-IN BEDLINER	350 00	319 00
913 SYNC 3 VOICE ACTIVATED SYSTEMS	450 00	410 00
TOTAL OPTIONS/OTHER	2395 00	2182 00
TOTAL VEHICLE & OPTIONS/OTHER	40220 00	38116 00
DESTINATION & DELIVERY	1695 00	1695 00
TOTAL FOR VEHICLE	41915 00	
FUEL CHARGE		103 20
SHIPPING WEIGHT 5983 LBS.		
TOTAL	41915 00	39914 20

Villa Rica
\$30,788
ret
 2-11-21

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 CA3J		Batch ID LK191		Price Lev 040	
Ship to (if other than above)				Date Inv. Prepared 10 19 20		Item Number 21-0812		Transit Days 13		Ship Through			
Invoice & Unit Identification NO. 1FT7W2A64LEE92549				Final Assembly Point KENTUCKY				Finance Company and/or Bank Ford Motor Credit				000001	
HB		Invoice Total		A & Z Plan		D Plan		X Plan		FPA		AA	
806		39914.20		38479.20		38579.20		40029.54		567.00		603.0	

This invoice to be used for the billing of vehicles only

Dealer's copy



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

Agenda Item: _____

SUBJECT: Sound and Lighting – July 3rd Fireworks Show Event
AGENDA DATE: March 9, 2021

DATE PREPARED: February 24, 2021
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$7,715.77
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services Department is requesting approval of a vendor to provide sound and lighting services.

BACKGROUND: The Department sought competitive bids for the sound and lighting services associated with the City's annual July 3rd Fireworks Show. This service is an essential component for the enjoyment and success of the event. Services provide the necessary equipment utilized during the concert that is a part of the production.

The city received three bids.

STAFF RECOMMENDATION: Approval of Pop Audio

IMPACT: Improves the overall experience and enjoyment of the Fireworks Show, and provides necessary equipment for the bands.

MOTION: I move to approve Pop Audio as the vendor to provide sound and lighting services for the July 3rd concert during the City's annual Fireworks Show Event.

SOUND LIGHTING JULY 3, 2021

BIDDER	VENDOR INFORMATION	BID AMOUNT
1	Pop Audio 63 Oak Walk Villa Rica, GA 30180	\$7,715.77
2	Chevalier Productions 230 E G Street Anniston, AL 36207	\$9,500.00
3	RSC Productions INC. 2312 Peachford Road Dunwoody, GA 30338	\$11,750.00
4		
5		
6		
7		
8		
9		
10		
Witnesses:	<i>Dana Lry</i>	<i>2/23/2021</i>

Pop Audio
63 Oak Walk
Villa Rica, Georgia 30180
February 10, 2021

Tracie Ivey
Program Director
Villa Rica Parks, Recreation and Leisure Services Department
Gold Dust Park
Villa Rica, Georgia 30180

Dear Tracy:

Thank you for the opportunity to bid on the July 3, 2021 Concert at the V-Plex Sound & Lighting. I have enclosed a comprehensive bid which includes the equipment to be utilized to maintain the quality of the Concerts presented in the past by Pop Audio.

In addition to the equipment specifications, I have provided documentation of Pop Audio's Award letter and Cancellation of our services by The City of Villa Rica in 2020 due to the COVID -19 Pandemic. Unfortunately, I have experienced approximately 30% increase in labor cost and insurance cost due to the Pandemic's impact on our industry.

Pop Audio has been the Sound & Lighting provider for The City of Villa Rica's July 3 Concert since 2011 with the exception of 2016. Courtney Powel-Program Director, Vicki Coleman-Former Director of Parks, Recreation & Leisure Services, and Jeff Reese - Former Director of Parks, Recreation, & Leisure Services along with being Former Mayor of Villa Rica, are my references. I look forward to the opportunity of providing our services in 2021.

Should you have any questions or concerns, please call me or email me at tguitar@charter.net for any additional information.

Sincerely,



G. Tim Miles
Owner/Operator: Pop Audio
404-401-3724

Enclosure

Production Bid Sheet

Pop Audio July 3, 2021 Fireworks Sound and Lighting Bid

PA is 12-15 inch Mids./Highs over 12-18 inch Subs per Side L/R

This is the same PA Used in 2019 Show for coverage which includes 2-10ft Towers at Stage plus 2-5ft out fill towers

Yamaha PA with wired Mics., Stands and Cabling	\$ 3,821.31
Yamaha Delay Tower PA with Scaffold per Specifications	\$ 200.00
Generator/Size 60 KW w Power Distro. including fuel	\$ 400.00
LED Down Stage Lights/Number 24 Par 64	\$ 604.00
Lighting Crew @18 Hours on Site-2 Men	\$ 885.00
Spot Light, 1- 10 Ft. Scaffold with Operator	\$ 400.00
PA Scaffold (2-12 ft. main, 1-5ft Delay)	\$ Inc. in PA
FOH & Monitor Engineer@18 Hours on Site- 2Men	\$ 1,125.00
Load in and Load out Labor-2 Men @ 2-4hr Shifts	\$ 360.00
Drum Set-Gretsch 5 Piece per Specifications	\$ 200.00
2-Wireless Microphones for Announcers	\$ 200.00
2 Million General Liability Insurance for Villa Rica	\$ 370.00
Total	\$ 8565.31
Discounted Price	\$ 7715.77

Client:

City of Villa Rica

Date of Show July 3, 2021

Load in Time: 7:00AM

Production Bid Sheet

Show Start Time 5:00pm

Show End Time Approximately 10:00pm

Weather: Sunshine only unless agreed upon in advance.

See Cancellation Policy for additional information.

Rain Out Date July 10, 2021

Pop Audio System Operation and Event Cancellation Policy

Pop Audio has worked diligently to bid and contract in good faith and will be available to provide the Sound and/or Lighting Services as contracted on the Contracted Show Dates or Rain Out Dates.

Should The Producer have conflicts with the Artist regarding Pop Audio Providing Sound, Lighting and Engineering Services as contracted, please let me know in writing.

Pop Audio does not contract with Individual Artist or Artistic Groups when bidding on shows provided by a Producer.

We will work to accommodate these Artists when the accommodation is within our contracted agreement with the Producer, or within Pop Audio's internal company policy.

Due to potential system damage to our systems, the lack of familiarity with our systems and the lack of ability to control the actions of Non-Pop Audio Engineers, Non-Pop Audio Engineers are not allowed to run our systems unless a written agreement is reached in advance.

Pop Audio is contracted to operate the Sound and Lighting Systems we provide in the contract.

The Artist's Audio Engineers, at Pop Audio's discretion, may stand within the Sound Booth and make suggestions to Pop Audio's Audio Engineers as long as the Guest does not become interfering, vocally abusive or attempt to operate the Mixing Board.

Should that action take place, the Guest will be required to leave the Sound Booth, which is at the Pop Audio's Audio Engineers choice.

The Pop Audio-Audio Engineer is task with a job and takes that job seriously.

Pop Audio takes pride in our work, staff, and has built a reputation of having high quality services at a reasonable price and will not risk that reputation or damage to our equipment by someone who is not a Pop Audio Contractor.

When a Promoter negotiates with Artist for Events or Shows, please make sure the Artist know in advance this policy is in place on the Events or Shows which Pop Audio is contracted to provide our services.

Giving the Advanced Notice to the Artist or Artist Agent will eliminate any unnecessary issues on show dates or potential problems for you as the producer.

Pop Audio System Operation and Event Cancellation Policy

Cancellation of Pop Audio's Sound and/or Lighting Services:

All Cancellations Notifications Must be in Writing via email between contracting parties.

Cancellation of Pop Audio's Sound and/or Lighting Services within 30 days of the Scheduled Show Date:

Due to Conflicts within Individual Artist Agreements, Artist Technical Differences, Artist Availability, other Artistic Issues, Opinions, or Producer problems require Full Payment of the Contracted Show Price to Pop Audio as a Cancellation Fee.

This Cancellation Charge is necessary due to the advance process required for scheduling and reserving of dates, having equipment, other resources and labor in place and available for the Reserved and Contracted Show Dates.

Cancellations 7 Days or Less prior to a Reserved Show Date due to Expected Severe Weather:

Full Payment of the Contracted Amount is required for a Cancellation 7 Days or Less prior to a Reserved Show Date due to Expected Severe Weather.

This Full Payment is required on the Original Reserved Show Date.

Resources for that Original Reserved Show Date are rescheduled at another date mutually acceptable between Pop Audio and the Producing Organization within the calendar year of the Severe Weather Cancellation.

Should Pop Audio not be available to provide services as originally scheduled for the selected replacement date, a full refund of the Cancellation Payment will be refunded to the Producer within 7 Days after the replacement date.

All Cancellation Fees are NON REFUNDABLE unless specified in the above conditions due to the loss of opportunity to do the contracted work.

I hereby accept this policy as part of the Event and Show Contract:

Producer: _____

Date: _____

For: _____

Pop Audio: _____

Date: _____

Sound Crew:

Tim Miles-Supervisor

Chris Pou-FOH Engineer

Jay Randal-Monitor Engineer

Stage Hands-2-TBD

Lighting Crew:

Brandon Morris-Lead Lighting Technician

Assistant Lighting Tech-Spot Light Operator-TBD

July 2-3 V-Plex Itinerary- 2021

July 2, 2021

Villa Rica Civic Center & Sports Complex (V-Plex)

1605 Highway 61 South, Villa Rica, Georgia 30180

770-459-7011

12:00 Noon Meet at the V-Plex with Stage Vendor and Generator to set up.

July 3, 2021

7:00AM: Crew Arrive on Site and start setting up Sound and Lighting

11:45AM-Crew Lunch

12:15PM – Headliner Act Arrival-Set up Equipment

1:00PM - Sound Check "Headliner"

2:00PM – Opening Act Arrival-Set up Equipment

2:15PM-Sound Check "Opening Act"

3:15PM-Break for Crew

4:00PM- Start Playing Soft Music for Backgrounds and have 1 Wireless Announcer Microphone Available

5:00PM-5:10PM- Opening Ceremonies with the National Anthem & Announcements

5:10PM- "Opening Act" starts their Performance

7:00pm- "Opening Act" ends their Performance

7:00PM-7:30PM- Music and Announcements

7:30PM-"Headliner" Starts their Performance

Approximately 9:30PM- "Headliner" Stops their Performance and the Fireworks show begins

The fireworks show will utilize the Sound System for Audio Support

Approximately 10:30PM Show over and Load out by 1:00AM

Total Labor Hours from 7:00AM July 3, 2019 till 1:00AM July 4, 2019- 18 Hours

Chevalier Productions

230 E G St
Anniston AL
36207

RECEIVED
2/9/2021
3:09 p.m

Estimate

Date	Estimate #
2/8/2021	1677

Name / Address
CITY OF VILLA RICA 106 Temple Street Villa Rica, GA 30180

			Project
Description	Qty	Cost	Total
Chevalier Productions will provide the following production for your even July 3 2021 Villa Rica Sports Complex (VPlax), 1605 Carrollton Villa Rica Highway Villa Rica , GA 30180		9,500.00	9,500.00
Sound , Lighting and Backline for this event will include the following.		0.00	0.00
Vertec 4886 System to include 16 Vertec 4886 3 way speakers. Lab Gruppen FP 10 K included with a DBX 4800 Drive rack processor. Frames and case's included. That will be deployed 8 per side.			0.00
EAW SB 1000 SUB CABINETS dual 18 inch subs will include 4 cabinets per side with a total of 8 sub speakers with power and processing.			0.00
Midas M 32 40 channel digital mixer for Front of house mixing with playback and all processing.		0.00	0.00
Midas M 32 40 channel digital mixer for monitors on the stage		0.00	0.00
S 32 digital stage box for interconnect with consoles.		0.00	0.00
Shure 4 channel UR Wireless Microphone System for MC and spares		0.00	0.00
Scaffolding tower 10" for sound system and spotlight. Delay speakers included.		0.00	0.00
LED Full Stage Package to include 32 Chauvet Colorado Tri IP fixture's with Control.		0.00	0.00
Drum Kit to include all cymbals and stands.		0.00 0.00	0.00 0.00
		Total	

Chevalier Productions

230 E G St
Anniston AL
36207

Estimate

Date	Estimate #
2/8/2021	1677

Name / Address
CITY OF VILLA RICA 106 Temple Street Villa Rica, GA 30180

			Project
Description	Qty	Cost	Total
Technicians to operate and manage all technical elements of the production provided		0.00	0.00
Labor to load in and load out all production from Chevalier Productions.		0.00	0.00
		Total	\$9,500.00

MANDATORY BID SUBMITTAL FORM

BID NUMBER: Q20-001PR | July 3rd or July 10th rainout Sound & Lighting
City of Villa Rica Parks, Recreation & Leisure Services

Company Name: Chevalier Productions

Street Address: 230 E St Anniston AL

City/State/ZIP code: 36207

Primary Contact: John Chevalier

E-mail Address: Chevalier Audio @ Gmail. com

Phone Number: (256) 835-0360

Cell Phone Number: (256) 239-1504

I acknowledge that this quote pertains to sound and lighting services that will be provided on the football field at the Villa Rica Sports Complex (VPlex), located at 1605 Carrollton Villa Rica Highway, Villa Rica, GA 30180.

Signature: 

Date: _____

REFERENCES**Reference No. 1 of 3**Company Name: Graddick Communication

Street Address: _____

City/State/ZIP code: _____

Primary Contact: Steve Graddick

E-mail Address: _____

Phone No: (770) 328-6182 Cell No: ()**Reference No. 2 of 3**Company Name: Milltown Music Hall

Street Address: _____

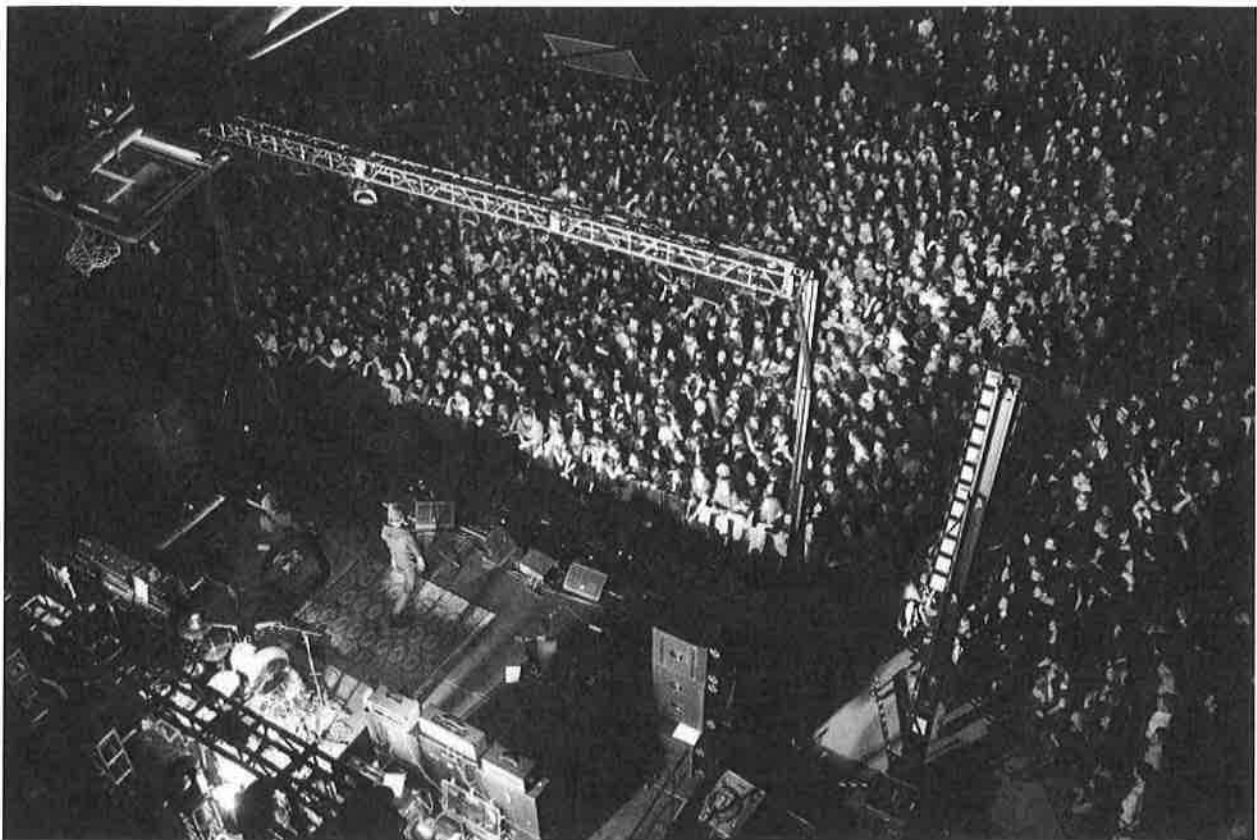
City/State/ZIP code: _____

Primary Contact: Steve BennettE-mail Address: Steve@milltownmusic hall.comPhone No: (404) 983-4596 Cell No: (770) 537-6455**Reference No. 3 of 3**Company Name: Carrollton GA. Parks & Rec

Street Address: _____

City/State/ZIP code: _____

Primary Contact: Tory KimbrellE-mail Address: +Kimbrell@carrollton-ga.govPhone No: (770) 710-6913 Cell No: ()



Proposer Response

**City of Villa Rica Parks, Recreation & Leisure Services
Department – July 3rd Sound & Lighting**

Prepared by:



**Crafting Quality Concerts & Events
Since 1982**

PROPOSER RESPONSE

City of Villa Rica Parks, Recreation & Leisure Services Department – July 3rd Sound & Lighting

1. RCS Productions Work & Experience

For 35 years, RCS Productions, Inc. has helped venues throughout the Southeast book profitable, community-driven entertainment that has attracted millions of patrons. Founded in 1982 by Ron Simpson as a seasonal production company booking concerts at Stone Mountain Park, RCS has since grown into one of the largest concert production and special events companies in the South, interacting with national recording artists and managers on a year-round basis. The company books single-show and series entertainment – and handles production services - for venues of all sizes, for festivals and for private corporate events.

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RCS Productions produces over 125 concerts each year and manages the entertainment budgets and programming logistics for numerous publicly-run events and venues, including the City of Marietta's summer concert series at Glover Park (for 19 years), and the City of Maryville, TN. RCS recently wrapped up the most successful season to date of the Atlanta Botanical Gardens' "Concerts in the Garden" concert series. With the series sold out at 2,200 seats per show, RCS booked all the talent, managed each production, and all on-site management on show days. According to Ellen Martin Gantner, Sales & Events Manager at the Atlanta Botanical Garden, RCS Productions is due credit for growing the series: "I feel that our raised profile and ever-improving results are largely due to the professional booking assistance that we receive from RCS.

RCS Productions was founded by Ron Simpson in 1982. Simpson was recently inducted into the Hall of Fame of the International Festival & Event Association (IFEA), an honor reserved only for those individuals that have demonstrated exceptional work and, through their achievements, have made a significant contribution to the Festivals and Events industry. Stephen Moore is now president of the company after being part of RCS since 1997. Moore has been in the industry since 1990 and has played a key role in the growth of RCS for the past 17 years. Moore is an active member of IFEA and finished a term as president of the Tennessee Festival and Events Association where he worked directly with the national association to merge several southern state chapters into a more powerful and dynamic regional group.

RCS Productions has been awarded the Georgia Festival & Events Association (GFEA/SFEA) "Vendor of the Year" three times. In addition to membership in the IFEA and SFEA, RCS is involved in the Country Music Association, International Entertainment Buyers Association and the International Association of Fairs & Expositions.

**Client experience similar in scope to City of Villa Rica Parks, Recreation & Leisure Services
Department – Mobile Covered Stage**

RCS understands the economics and logistics associated with booking events the size of the Cherokee Indian Fair. Below are just a few examples of work we have provided similar in scope to what is outlined in the rfp for your event.

2. List Of References:

Biltmore Estate Summer Concerts, Asheville, NC: 4,000 seats

Ms. Travis Tatham 828-225-6207
One Approach Road, Asheville NC 28803

This summer concert series at the historic Biltmore Estate in Asheville, North Carolina features six to eight concerts over three weekends each summer. RCS has managed the entertainment budget for the series as well as negotiated talent, coordinated production and managed on-site logistics. Past series have included: Chicago, Foreigner, Steve Miller Band, B-52's Mary Chapin Carpenter, Heart, The Supremes, Chris Isaak, Travis Tritt, America, Bruce Hornsby, Shawn Colvin, Blood, Sweat & Tears, Lee Ann Womack, Dionne Warwick, Randy Newman, Patty Loveless, Judy Collins, Arturo Sandoval, Indigo Girls, et al.

Stone Mountain Park, Atlanta, GA 30,000 seats

Chris Boltin 770-498-5634
PO Box 778, Stone Mountain, GA 30086

RCS Productions has been the producer for Stone Mountain Park Produced events since 1987, booking approximately 3-5 shows at the venue per year. RCS helped to shape the entertainment portion for such annual events as Yellow Daisy Festival and a three-day "Memorial Day Celebration" event which attracted 40,000 – 50,000 people. A sample of the performers booked through RCS include: The Beach Boys, Charlie Daniels Band, America, Three Dog Night, Shawn Mullins, The Turtles, Gary Puckett, The Atlanta Pops Orchestra, Band of the Airforce Reserve, etc.

City of Woodstock, Cherokee County, GA: 6,500 seats

Mary Beth Stockdale 770- 517-6788
231 Arnold Mill Road #400, Woodstock GA 30188

RCS has just concluded the 20th season in Woodstock and was proud to have consulted on the cities new amphitheater which began operations this season. The Series includes five to six performances and typically draws a capacity crowd each show. RCS's goal is to secure nationally recognized artists from different genres of music that the city and its residents find interesting and enjoyable. The company has booked a wide variety of acts, ranging from Robert Randolph & the Family Band, Sister Hazel, Midnight Star, Little River Band to The Gin Blossoms.

Partial RCS Client Listing

Cities/Municipalities

Alpharetta Convention & Visitors Bureau
Arts Council of Cherokee County
City Of Alpharetta
City Of Atlanta
City Of Bainbridge
City Of Carrollton
City Of Cornelia
City Of Canton
City of Cleveland
City Of Douglasville
City Of Duluth
City Of Kingsport
City of Lawrenceville
City Of Lilburn
City Of Marietta
City Of Morrow
City Of Pigeon Forge
City Of Roswell
City Of Sandy Springs
City Of Suwanee
City Of Woodstock
Eastern Band of Cherokee Indians

Festivals

30A songwriters Festival
Alpharetta Brew Moon Fest
Dalton Friendship House Music Festival
Derby Day
Decatur Beer Festival
Greer Family Fest
Kingsport Funfest
Kingsland Catfish Festival
Macon Cherry Blossom Festival
Maryville Foothills Fall Festival
Milledgeville Deep Roots Festival
North Georgia Fair

Papa Joes BanjoBQue
Taste Of Alpharetta
Tunes By The Tombs
Wire & Wood

Corporations

Carl Black dealerships nationwide
Convenience Sales Network
Country Living Magazine
Jamestown Properties
Spartanburg Regional Health Care System
Texas Health Care Association
National Parkinson's Foundation
Pierre Food Services
Mall Of Georgia

Venues

Atlanta Botanical Garden
Biltmore Estate
Centennial Olympic Park
Cumberland Caverns Live
Chateau Elan
Jekyl Island Historic District
Paulding County Parks & Rec
Six Flags Over Georgia
Stone Mountain Park

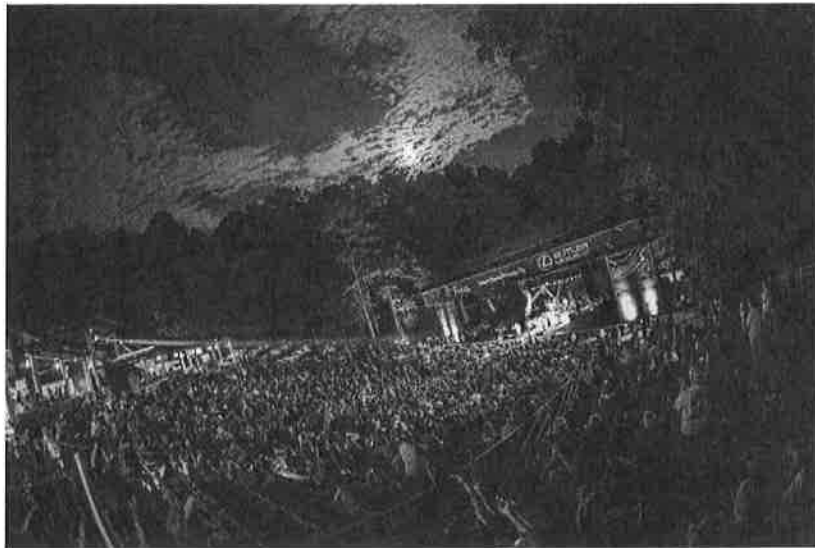
Radio Stations

WKHX-FM
WYAY-FM
WJZZ-FM
WSB Radio

Non-Profits

Angel Flight
Alzheimer's Association
March Of Dimes
Parkinson's Association

Photography From Recent RCS Productions' Shows



In accordance City of Villa Rica Parks, Recreation & Leisure Services Department – July 3rd Sound & Lighting

1.0 GENERATOR REQUIREMENTS:

1.1 (1) 60kw Generator with adequate fuel and cables.

2.0 BACKLINE:

2.1 (1) 5 Piece drum set up with 3 cymbal stands, kick drum pedal, hi hat and drummer throne; Gretsch Catalina Club Birch or Yamaha, Pearl, Ludwig, DW equivalent piece. (Professional series)

3.0 SPEAKER AND EQUIPMENT REQUIREMENTS: EAW, Meyers, JBL or equivalent

- 1. 3.1 (8) mid hi's over (8) subs per side, (9) wedges/monitors plus sub for drummer, LS9 FOH console, LS9 Monitor console with (10) mixes, FX, EQ and Comp., Playback CD, (2) engineers, stage tech, (6) wired mics with stands, cabling, delivery setup, and strike of equipment.**
- 2. 3.2 (2) Wireless microphones for announcers**
- 3. 3.3 (2) 10'scaff towers w/walk boards at main stage, (1) process rack, (2) mid per delay tower.**
- 4. 3.4 (1) 6'scaff tower w/walk board (1) process rack, (2) speakers to cover lower parking lot**

4.0 LIGHTING REQUIREMENTS:

- 1. 4.1 24K par 64 Lights hung from genie lift roof, dimmer, controller and gel media LD, delivery, all labor included and strike of equipment.**
- 2. 4.2 (1) 10' spotlight tower with operator**

5.0 LABOR

PRICE: \$11,750.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Mobile Covered Stage – July 3rd Fireworks Show Event
AGENDA DATE: March 9, 2021

DATE PREPARED: February 24, 2021
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$4,850.00
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services Department is requesting approval of a vendor to provide a mobile covered stage.

BACKGROUND: The Department sought competitive bids for the provision of a mobile covered stage associated with the City's annual July 3rd Fireworks Show. This service is an essential component for the enjoyment and success of the event. Services provide the necessary staging for the sound and lighting equipment utilized during the concert that is a part of the production.

The city received two bids.

STAFF RECOMMENDATION: Approval of Pop Audio

IMPACT: Improves the overall experience and enjoyment of the Fireworks Show, and provides necessary staging for the concert.

MOTION: I move to approve Pop Audio as the vendor to provide a mobile covered stage during the July 3rd concert during the City's annual Fireworks Show Event.

MOBILE COVERED STAGE JULY 3, 2021

BIDDER	VENDOR INFORMATION	BID AMOUNT
1	Pop Audio 63 Oak Walk Villa Rica, GA 30180	\$4,850.00
2	RSC Productions INC. 2312 Peachford Road Dunwoody, GA 30338	\$6,000.00
3		
4		
5		
6		
7		
8		
9		
10		
Witnesses:	<i>Dana Lury</i>	<i>2/23/2021</i>

Pop Audio
63 Oak Walk
Villa Rica, Georgia 30180
February 10, 2021

Tracie Ivey
Program Director
Villa Rica Parks, Recreation and Leisure Services Department
Gold Dust Park
Villa Rica, Georgia 30180

Dear Tracy:

Thank you for the opportunity to bid on the July 3, 2021 Concert at the V-Plex Mobile Stage. I have enclosed a comprehensive bid which includes the same stage utilized in 2019 and proposed for 2020 to maintain the quality of the Concerts presented in the past by Pop Audio.

Pop Audio has provided the Mobile Stage for The City of Villa Rica's July 3 Concert since 2011 with the exception of 2016. Courtney Powel-Program Director, Vicki Coleman-Former Director of Parks, Recreation & Leisure Services, and Jeff Reese – Former Director of Parks, Recreation, & Leisure Services along with being Former Mayor of Villa Rica, are my references. I look forward to the opportunity of providing our services in 2021.

Should you have any questions or concerns, please call me or email me at tguitar@charter.net for any additional information.

Sincerely,



G. Tim Miles
Owner/Operator: Pop Audio
404-401-3724

Enclosure

Production Bid Sheet

Pop Audio Stage Bid for July 3, 2021 with Rain out Date, July 10, 2021

Items	Cost
Stage: Apex 3224	\$ 5,000.00
Backdrop:	\$ Included
Stairs: 2 sets	\$ Included
Top Banner Kit:	\$ Included
Scaffold or Sound Wings:	\$ Included
Total	\$ 5,000.00

Discount if Combined with Sound & Lighting \$ (150.00)

Total Price if combined with S & L Bid \$ 4,850.00

Client: City of Villa Rica, Georgia V-Plex Extravaganza

Date of Show: July 3, 2021

Load in: By 5:00PM July 2, 2021

Show Time: Be Prepared for Sound Company to start Loading In
by 7:00AM July 3, 2021

Show End Time: 10:00 PM July 3, 2021

Rain or Shine? No Storms or Heavy Rain. See attached
Weather Plan

Stage Crew:

Tim Miles

Jeff Miller

Laborer-TBD

Pop Audio System Operation and Event Cancellation Policy

Pop Audio has worked diligently to bid and contract in good faith and will be available to provide the Stage Services as contracted on the Contracted Show Dates and Rain Out Date.

Should The Producer have conflicts with the Artist regarding Pop Audio Providing Stage Services as contracted, please let me know in writing.

Pop Audio does not contract with Individual Artist or Artistic Groups when bidding on shows provided by a Producer.

We will work to accommodate these Artists when the accommodation is within our contracted agreement with the Producer, or within Pop Audio's internal company policy.

Pop Audio is contracted to operate the Stage Systems we provide in the RFP/Contract.

Pop Audio takes pride in our work, staff, and has built a reputation of having high quality services at a reasonable price and will not risk that reputation or damage to our equipment by someone who is not a Pop Audio Contractor.

When a Promoter negotiates with Artist for Events or Shows, please make sure the Artist know in advance this policy is in place on the Events or Shows which Pop Audio is contracted to provide our services.

Giving the Advanced Notice to the Artist or Artist Agent will eliminate any unnecessary issues on show dates or potential problems for you as the producer.

Pop Audio System Operation and Event Cancellation Policy

Cancellation of Pop Audio's Stage Services:

All Cancellation Notifications Must be in Writing via email between contracting parties.

Cancellation of Pop Audio's Stage Services within 30 days of the Scheduled Show Date:

Due to Conflicts with Individual Artist Agreements, Artist Technical Differences, Artist Availability, other Artistic Issues, Opinions, or Producer problems require Full Payment of the Contracted Show Price to Pop Audio as a Cancellation Fee.

This Cancellation Charge is necessary due to the advance process required for scheduling and reserving of dates, having equipment, other resources and labor in place and available for the Reserved and Contracted Show Dates.

Cancellations 7 Days or Less prior to a Reserved Show Date due to Expected Severe Weather:

Full Payment of the Contracted Amount is required for a Cancellation 7 Days or Less prior to a Reserved Show Date due to Expected Severe Weather.

This Full Payment is required on the **Original Reserved Show Date**.

Resources for that **Original Reserved Show Date are rescheduled** at another date mutually acceptable between Pop Audio and the Producing Organization within the calendar year of the Severe Weather Cancellation.

Should Pop Audio not be available to provide services as originally scheduled for the selected replacement date, a full refund of the Cancellation Payment will be refunded to the Producer within 7 Days after the replacement date.

All Cancellation Fees are NON REFUNDABLE unless specified in the above conditions due to the loss of opportunity to do the contracted work.

I hereby accept this policy as part of the Event and Show Contract:

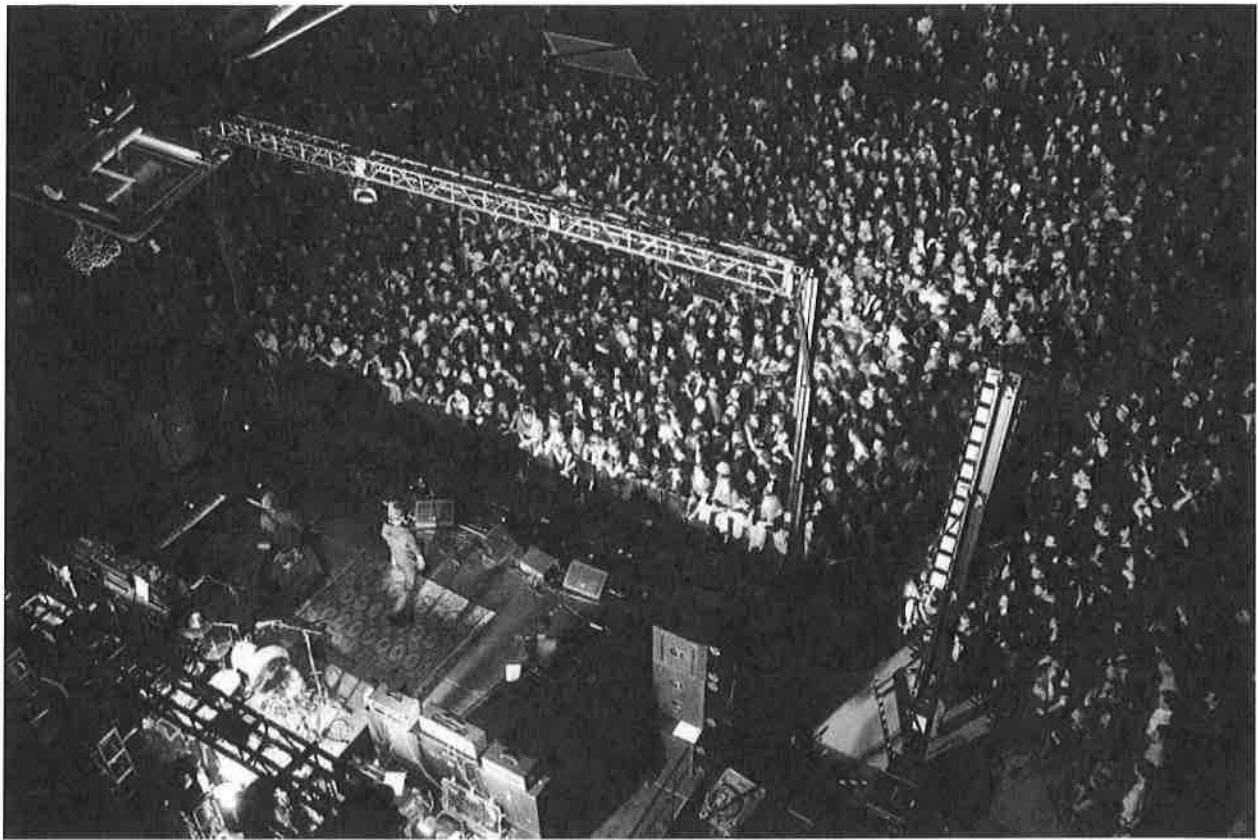
Producer: _____

Date: _____

For: _____

Pop Audio: _____

Date: _____



Proposer Response

**City of Villa Rica Parks, Recreation & Leisure Services
Department – Mobile Covered Stage**

Prepared by:



**Crafting Quality Concerts & Events
Since 1982**

PROPOSER RESPONSE

City of Villa Rica Parks, Recreation & Leisure Services Department – Mobile Covered Stage

1. RCS Productions Work & Experience

For 35 years, RCS Productions, Inc. has helped venues throughout the Southeast book profitable, community-driven entertainment that has attracted millions of patrons. Founded in 1982 by Ron Simpson as a seasonal production company booking concerts at Stone Mountain Park, RCS has since grown into one of the largest concert production and special events companies in the South, interacting with national recording artists and managers on a year-round basis. The company books single-show and series entertainment – and handles production services - for venues of all sizes, for festivals and for private corporate events.

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General business statement:

For more than 35 years, RCS Productions has booked concerts, festivals and private events at venues ranging from 400 to 40,000 seats. RCS is an award-winning, full-service production company offering the following management and operational services to clients:

Talent Buying & Negotiation: Working with agents and managers to book national and regional artists for series and single-shows and working with venues of all sizes to provide quality entertainment options that fit all budget parameters. RCS has well-established contacts with artists from all walks of music - Americana, blues, country, rock and classic rock, oldies, R&B, Motown - and long-standing relationships with the major entertainment companies in the United States, including the William Morris Agency, Creative Artists Agency, ICM, Buddy Lee Attractions, APA, High Road Touring, and Paradigm Artists.

Production/Technical Services: Creating unique staging, sound, and lighting experiences at all budget levels.

Audio and lighting: RCS offers the latest in audio and lighting technology, from an industry leading V-Dosc & Similar line array PA system for twenty thousand, to an economic powered system for one hundred. The company's lighting designers work with both conventional fixed lights and moving light/head fixtures to deliver unique performance aesthetics.

Staging: RCS provides outdoor stages and roofs ranging from an economical 16'x 16' stage with a shade roof to a 40'x 60' stage with a load bearing roof. The company also offers mobile staging, stage accessories and custom scrims.

Facility Management: Coordinating all on-site operations, from ticketing to parking to security to clean-up, to ensure an on-time performance to create an atmosphere for guests that is safe and entertaining.

Backstage/Green Room Management: Managing catering, hospitality areas and artist requests prior to and after all performances. Making sure artists are cared for properly at venues and festival locations begins with the initial contract negotiations and ends when the show is over. The RCS team facilitates green room set-up, meet and greets and media interviews as appropriate.

Sponsor Interface: Bringing corporate partners together with the right events to maximize marketing opportunities.

Ticketing Services: Liaising with professional on line event ticketing outfits to ensure smooth operations, accurate accounting and maximum profitability.

Consulting Services: Re-invigorating existing events and facilities to meet the changing needs of today's concert-goer. Services include strategic consulting on event identity and purpose, development of site plans and event layouts, community amphitheatre development and design (making sure the facility is technically friendly to artists, production companies and touring groups).

**Client experience similar in scope to City of Villa Rica Parks, Recreation & Leisure Services
Department – Mobile Covered Stage**

RCS understands the economics and logistics associated with booking events the size of the Cherokee Indian Fair. Below are just a few examples of work we have provided similar in scope to what is outlined in the rfp for your event.

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Ms. Travis Tatham 828-225-6207
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231 Arnold Mill Road #400, Woodstock GA 30188

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City Of Carrollton
City Of Cornelia
City Of Canton
City of Cleveland
City Of Douglasville
City Of Duluth
City Of Kingsport
City of Lawrenceville
City Of Lilburn
City Of Marietta
City Of Morrow
City Of Pigeon Forge
City Of Roswell
City Of Sandy Springs
City Of Suwanee
City Of Woodstock
Eastern Band of Cherokee Indians

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30A songwriters Festival
Alpharetta Brew Moon Fest
Dalton Friendship House Music Festival
Derby Day
Decatur Beer Festival
Greer Family Fest
Kingsport Funfest
Kingsland Catfish Festival
Macon Cherry Blossom Festival
Maryville Foothills Fall Festival
Milledgeville Deep Roots Festival
North Georgia Fair

Papa Joes BanjoBQue
Taste Of Alpharetta
Tunes By The Tombs
Wire & Wood

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Carl Black dealerships nationwide
Convenience Sales Network
Country Living Magazine
Jamestown Properties
Spartanburg Regional Health Care System
Texas Health Care Association
National Parkinson's Foundation
Pierre Food Services
Mall Of Georgia

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Atlanta Botanical Garden
Biltmore Estate
Centennial Olympic Park
Cumberland Caverns Live
Chateau Elan
Jekyl Island Historic District
Paulding County Parks & Rec
Six Flags Over Georgia
Stone Mountain Park

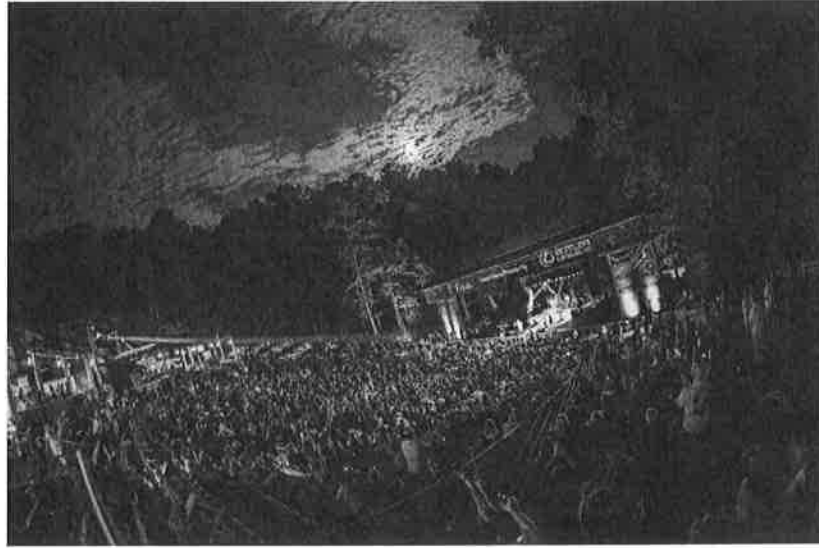
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WKHX-FM
WYAY-FM
WJZZ-FM
WSB Radio

Non-Profits

Angel Flight
Alzheimer's Association
March Of Dimes
Parkinson's Association

Photography From Recent RCS Productions' Shows



In accordance with City of Villa Rica Parks, Recreation & Leisure Services Department – Mobile Covered Stage

1.0 mobile covered performance stage minimum 24'd x 32'w x 42"h with skirting

2.0 (2) sets of stairs – (1) left and (1) right

3.0 (1) 8 x 8 drum riser and skirt

4.0 (2) 5 x 7 x 10 sound wings or scaffold towers 5.0 (8) walk boards

6.0 (1) banner package

7.0 (1) backdrop

PRICE: \$6,000.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Fireworks – July 3rd Fireworks Show Event
AGENDA DATE: March 9, 2021

DATE PREPARED: February 24, 2021
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT: \$23,000.00
GL ACCOUNT #: 100-6130-523880
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services Department is requesting approval of a vendor to provide the fireworks display for the annual July 3rd Fireworks show.

BACKGROUND: The Department sought competitive bids for the provision of fireworks display services for the City's annual July 3rd Fireworks Show. This event has provided many years of enjoyment for local and neighboring families during Independence Day celebrations.

The city received one bid.

STAFF RECOMMENDATION: Approval of East Coast Pyrotechnics

IMPACT: Provides an Independence Day Fireworks show for local and neighboring families to enjoy and to show gratitude for our country's freedoms.

MOTION: I move to approve East Coast Pyrotechnics as the vendor to provide a July 3rd Fireworks Show Event.

Bid Comparison Sheet
July 3, 2020 Fireworks
Budget \$23,000.00

July 3rd Fireworks Bid Summary & Shell Comparison East Coast Pyrotechnics (21' Show vs 19' Show)

2021 Shell Description								
Vendor	Opening Barrage Shell Sizes	Body of Program	Total 3"-6" Aerial Shells in Opening & Body	Prelude to Finale	Finale Program	Total 3"-6" Aerial Shells in Finale	Total 3"-6" Shells in the show	Total Shells
East Coast Pyrotechnics	1.5" - 320	1.5" -	621	1.1/5" - 200	1" -	336	957	1,991
	2" -	2.5" -		1.5" - 300	2" - 280			
	3" - 10	3" - 186		2" - 200	2.5" - 72			
	4" -	4" - 169		2.5" - 72	3" - 310			
	5" -	5" - 130		5" -	5" - 14			
	6" - 6	6" - 120		6" -	6" - 12			
Total	336	605	621	772	688	336	957	2401
2019 Shell Description								
East Coast Pyrotechnics	1.5" - 210	1.5" -	621	1.5" - 250	1" -	336	957	1,991
	2" -	2.5" -		2" - 150	2" - 280			
	3" - 10	3" - 186		2.5" - 72	2.5" - 72			
	4" -	4" - 169		4" -	3" - 310			
	5" -	5" - 130		5" -	5" - 14			
	6" - 6	6" - 120		6" -	6" - 12			
Total	226	605	621	472	688	336	957	1991
Vendor	Postponement Cost	Cancellation of Show	Show Time	Show Fired	Insurance			
East Coast Pyrotechnics	\$3,450	\$9,200	20 + minutes	Electronic Fired	\$10 Million			



Agenda Item: _____

CITY OF VILLA RICA
City Council Meeting
Agenda Item Cover Sheet

SUBJECT: 2021 Community Development Grant Disbursement-VR Golden City Lions Club
AGENDA DATE: 3.9.21

DATE PREPARED: 2.24.21
PREPARED BY: Janet Chumley

AMOUNT: \$6,970.00
GL ACCOUNT #: 73050
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: The Villa Rica Community Development Grant Program has been established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the City. The City intends the grant program to be used to increase economic activity by bringing tourists to the City through the development of local events, festivals, and sporting events. Eligibility is broadly defined to encourage wide participation and innovative proposals.

BACKGROUND: The core goal of the program is:

- To promote the City of Villa Rica within the City boundary and beyond.
- To provide support for local community groups or tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code who promote the City.
- To enhance neighborhood vitality and economic development so that all citizens and visitors may participate in the diverse cultural life of the City.
- To promote the businesses within the City.

NOTES: Villa Rica Golden City Lions Club has applied for the 2021 Villa Rica Community Development Grant requesting \$6,970.00 to host the 2021 Taste of Villa Rica to be held Saturday, October 2, 2021 from 11 am – 4 pm at The MILL Amphitheater.

STAFF RECOMMENDATION: Staff recommends awarding the 2021 Villa Rica Community Development Grant to the Villa Rica Golden City Lions Club in the amount of \$6,970.00 for the 2021 Taste of Villa Rica.

IMPACT: POSITIVE: Important financial assistance will be giving to programs that culturally and economically are beneficial to the City of Villa Rica.

MOTION: I move to approve the Villa Rica Golden City's Lions Club application for the 2021 Villa Rica Community Development Grant in the amount of \$6,970.00 for the 2021 Taste of Villa Rica.



Villa Rica Community Development Grant Program

Program Goals

The Villa Rica Community Development Grant Program has been established by the City of Villa Rica to foster and fund activities, projects, special events, sporting events and programs that promote eligible tourism and cultural activities within the City. The City intends the grant program to be used to increase economic activity by bringing tourists to the City through the development of local events, festivals, and sporting events. Eligibility is broadly defined to encourage wide participation and innovative proposals. The core goals of the program are:

- To promote the City of Villa Rica within the City boundary and beyond;
- To provide support for local community groups and tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code who promote the City;
- To enhance neighborhood vitality and economic development so that all citizens and visitors may participate in the diverse cultural life of the City; and
- To promote the businesses located within the City.

Funding Source and Application Due Date

The program receives its funding from the City of Villa Rica General Fund in an annual appropriation by the City Council. Please note that the City is not obligated to award funding dollars. The funds are awarded on a competitive basis.

2021 Available Funds: \$20,000

Application Due Date: Wednesday, May 5, 2021 by 5 pm

Submit Applications to: The Office of Economic Development
106 Temple St.
Villa Rica, GA 30180

***** Please note, if the event does not occur, the money granted must be returned to the City of Villa Rica*****

Eligible Activities

The City of Villa Rica believes that assisting local community-minded groups is an investment in the continued quality growth of the City. For this reason, the City views its financial assistance role as that of a catalyst, helping to augment and strengthen activities. Such activities that may be considered for funding include projects, festivals, special events, sporting events and programs that promote eligible tourism and cultural activities. All funded activities must take place within the Main Street Service Delivery Area.

Eligible Funding Entities

Those eligible for funding include local community groups or tax-exempt organizations under section 501(c)(3) of the Internal Revenue Code within the city limits of Villa Rica who can demonstrate that the eligible activity will promote and benefit the City. Activities ineligible for funding include any event that occurs outside the city limits of Villa Rica; private events that are closed to the general public; deficit or debt reduction; lobbying; building construction or renovation; and purchase of equipment or real property. These events would take place at The MILL Amphitheater located at 106 Temple St., Villa Rica, GA 30180.

Americans with Disabilities Act (ADA) Compliance

Applicants are required to hold their activities in physically accessible spaces, providing reasonable accommodation for persons with disabilities. All funded organizations must provide written statements that may include a diagram, describing their plan to provide an accessible space. Examples: restroom facilities, parking, unimpeded path to an event, etc.

Reporting Requirements

For 2020, every applicant must submit their application detailing activities, expenses and revenues associated with the project has to be submitted to the Office of Economic Development by Wednesday, May 5, 2021 by 5 pm. Each applicant is required to maintain accounts, accurate financial records and other evidence to justify costs incurred and revenues acquired relating to their project. Invoices and receipts are required. If, in the sole discretion of the City of Villa Rica, an applicant fails to adequately perform the services of any contract, the City has the right and authority to terminate the grant without further obligation. Project extensions will only be granted under extreme circumstances. Items to be included in the final report:

- Total project cost including detailed records of expenditures and revenues;
- Invoices and receipts to substantiate costs;
- Approximate number of participants and pictures of the event, to be submitted on electronic media such as a thumb drive, CD-ROM or DVD;
- Narrative outlining the impact of the project;
- SWOT analysis to evaluate the Strengths, Weaknesses, Opportunities, and Threats of the project. This form will be provided to applicants after approval of funding and execution of any agreements with the City.

**Please note, if the grant money is not all disbursed by May 5, 2021, the Main Street Advisory Board reserves the right to review and accept other applications until Wednesday, September 1, 2021 by 5 pm.*

Review Criteria

The Main Street Advisory Board will review and rate each application based on the established goals and the criteria listed below. The board members will vote to approve the applications and dollar amount each applicant will receive with a majority vote required for approval. The approved applications will be taken before City Council for final approval. The stated criteria are used by the City Council as a guide to evaluate projects. Since no project scope is exactly the same, the City Council has flexibility to determine which projects best fit the needs of the City. Applications seeking funding to cover 100% of project costs are less likely to be approved. The City Council is not obligated to award any funds or the amount requested on an application. The stated criteria (see below) are used by the City Council as a guide to evaluate projects.

Project

- Detailed project proposal
- Location and public facilities and resources needed
- Innovation and creativity of the project and marketing plan
- Ability to highlight community strengths and the diverse cultural life of the City

- Anticipated attendance broken out by City residents versus non-city residents
- Compliancy with the Americans with Disabilities Act
- List of City businesses or business organizations anticipated to be involved in event

Organization

- Organization's history, mission and stated goals
- List of individuals involved (specify paid or volunteer)
- Prior event experience and success of such programs

Budget

- Level of detail in budget proposal and projected revenue
- Cost for use of any City facilities or resources (buildings, pavilions, staff resources, police security, etc.) must be incorporated into any proposal. City staff will verify compliancy with all local and state laws as well as coordinate City facilities and resources.

Application Instructions

Applications with missing forms, attachments or incomplete documentation may not be considered. Please thoroughly familiarize yourself with the "Review Criteria" section above. Submit only one completed original application to the City by the stated deadline in the "Funding Source and Application Due Date" section above.

Section A: Applicant

1. Name: The name of the organization that will be responsible for the contract. If applying as an organization, give the name of the person to contact for additional information about the application.
2. Mailing Address: The complete mailing address.
3. Telephone Day/Evening: The numbers where applicant/contact person can be reached.
4. Email: The email address where applicant/contact person can be reached.
5. Fax (optional): The number where applicant/contact person can receive fax correspondence.
6. Status: The date of tax-exempt letter and date of incorporation in the State of Georgia.
7. Funding History with Villa Rica: Indicate Yes or No. If Yes, how much funding was awarded? Were there any funds left over? Indicate Yes or No. If Yes, how much?

Section B: Project

1. Project Title
2. Schedule: Calendar of events (if requesting public facilities, you must check on availability prior to applying).
3. Hours of Operation: Provide the start and end time for the event each day it will be operating.
4. Amount Requested: Provide amount requested in support of this project. Please note that applications seeking funding to cover 100% of project costs are less likely to be approved.
5. Funds Disbursement Date: Provide the date the funds are requested to be disbursed.

Section C: Certification

1. Authorized Official: Title and original signature of person authorized on behalf of organization to enter into a legal, binding agreement with the City of Villa Rica.

Section D: Project Narrative (attachments to the application are required)

1. Summarize the organization's mission and goals.
2. Discuss the staff/volunteer's qualifications and past work. Include the approximate number of staff or volunteers associated with the project.
3. Discuss prior project successes. This can include photographs.
4. Summarize the proposed project including innovative and creative tools/methods of promoting the project and strengths of the City as well as the location.
5. Discuss the approximate number of participants expected. If the proposed event has occurred in the past, detail the approximate number of participants.

Section E: Accessibility (attachments to the application are required)

1. Is the facility where the project(s) takes place physically accessible? If not, indicate plans to make it accessible and methods used to serve physically challenged participants. Provide a narrative and diagram, if appropriate.
2. Describe plans to meet the Americans with Disabilities Act requirements.

Section F: Project Budget (attachments to the application are required)

Provide a spreadsheet printout or similar chart. A sample budget has been attached to this application. Some of the items below may not apply to every project. Liability insurance may be required for each event.

1. Outside Fees and Services (Administrative, Technical and Professional Services): Show project specific payments to individuals and firms who are not normally considered employees of the applicant for services. Include fees for administrative, technical and professional services.
2. Space Rental: Show project specific payments for rental of office, rehearsal, theater, hall, gallery and other such spaces.
3. Travel: Show all costs for travel directly related to the project.
4. Marketing/Promotion and Printing: Show all costs for marketing/publicity/promotion specifically identified with the project. Do not include payments to individuals or firms that belong under "Personnel" or "Outside Fees and Services." Include the costs of newspaper, radio, television and internet/social media advertising, printing and mailing of brochures, flyers and posters, or other media types.
5. Remaining Operating Expenses-Equipment: Show equipment rental or purchases specifically related to the project.
6. Remaining Operating Expenses-Supplies: Show supply expenses including scripts, scores, lumber, nails, postage, photographic supplies, publications, sets, props, office supplies, etc.
7. Remaining Operating Expenses-Utilities: Show utility expenses including electricity, telephone, heating, etc.
8. Remaining Operating Expenses-Other: Show any additional operating expenses including insurance, non-structural renovations or improvements, permits, storage, shipping, hauling, etc.
9. Discuss revenue generated in past years or projected revenue.
10. Please note any other funding from other organizations.



Villa Rica Community Development Grant Program

Section A: Applicant

1. Name of Organization: _____
Contact Person (if different than above): _____
2. Mailing Address: _____
3. Telephone Day: _____ Evening: _____
4. Email: _____ 5. FAX (optional): _____
6. Date of Tax-Exempt Number and date of Incorporation in Georgia: _____
7. Number of Years in City of Villa Rica: _____
8. Have you ever received funds from the City of Villa Rica? _____ If Yes, most recent funding amount? _____
Were there any residual funds at the completion of the project? _____ If Yes, how much? _____

Section B: Project

1. Project Title: _____
2. Scheduled Start and End Dates: _____
3. Hours of Operation Each Day: _____
4. Amount Requested: _____ 5. Funds Disbursement Date: _____

Section C: Certification

Signature of Authorized Official/Individual Date

Printed Name of Authorized Official/Individual Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: _____ Approved by: _____ Date: _____ Grant Amount: _____

Sample Event Budget

Provide a spreadsheet printout or similar chart to accompany your Villa Rica Community Partnership Grant application.

EXPENSES	AMOUNT \$
Facility rental	
Parking	
Security	
Food	
Service	
Entertainment	
Speakers	
Transportation	
Hotels	
Equipment rental:	
Barriers	
City Employee Wages	
Security	
Tables	
Tents	
Chairs	
Concession	

EXPENSES	AMOUNT \$
Printing	
Save-the-Date/Invitations/Tickets	
Brochures/Posters/Fliers/Press Packets	
Signage	
Bid Sheets/Programs	
Postage/Mail House	
Credit Card Fees	
Photography	
Total	

REVENUES	AMOUNT \$
Ticket Sales (minus complimentary tickets)	
Regular	
Patron	
Donations/Pledges	
Sponsorships/Grants	
Program Ads	
Raffle Tickets	
Contest Tickets	
Food	
Bar	
Silent/Live Auction	

NET INCOME (or LOSS)

Income less Expenses: \$ _____



Villa Rica Community Development Grant Program

Section A: Applicant

1. Name of Organization: Villa Rica Golden City Lions and Villa Rica Lions Clubs
Contact Person (if different than above): Kelly Bell, President Villa Rica Golden City Lions Club
2. Mailing Address: P.O. Box 1945, Villa Rica GA 30180
3. Telephone Day: 678-941-9641 Evening: _____
4. Email: southerndanceprecision@gmail.com 5. FAX (optional): _____
6. Date of Tax-Exempt Number and date of Incorporation in Georgia: _____
7. Number of Years in City of Villa Rica: _____
8. Have you ever received funds from the City of Villa Rica? Yes If Yes, most recent funding amount? 2019 - \$7,040
Were there any residual funds at the completion of the project? No If Yes, how much? _____

Section B: Project

1. Project Title: 2021 A Taste of Villa Rica II
2. Scheduled Start and End Dates: October 2, 2021
3. Hours of Operation Each Day: 11:00 AM - 4:00 PM
4. Amount Requested: \$6,970.00 5. Funds Disbursement Date: August 1, 2021

Section C: Certification

<u>Kelly Bell</u>	<u>February 22, 2021</u>
Signature of Authorized Official/Individual	Date
<u>Kelly Bell</u>	<u>President, Villa Rica Golden City Lions Club</u>
Printed Name of Authorized Official/Individual	Title of Authorized Official/Individual

Sections D-F: Project Narrative, Accessibility and Project Budget

Sections D-F requires an attachment as indicated in the "Application Instructions" accompanying this form.

For Official Use Only

Approved: _____ Approved by: _____ Date: _____ Grant Amount: _____

Sample Event Budget

Provide a spreadsheet printout or similar chart to accompany your Villa Rica Community Partnership Grant application.

EXPENSES	AMOUNT \$
Facility rental	\$300.00
Parking	
Security	
Food	
Service	
Entertainment Opening Act	\$500.00
Speakers Sound System	\$1,700.00
Transportation	
Hotels	
Equipment rental:	
Barriers	\$300.00
City Employee Wages	\$600.00
Security	\$400.00
Tables	\$350.00
Tents	\$750.00
Chairs	\$70.00
Concession and Conference Room	\$200.00

1 Supervisor and 2 Technicians for 10 hours each (pre and post event)
2 Officers for 5 hours each

EXPENSES	AMOUNT \$
Printing	
Save-the-Date/Invitations/Tickets	\$250.00
Brochures/Posters/Fliers/Press Packets	\$400.00
Signage	\$300.00
Bid Sheets/Programs	\$500.00
Postage/Mail House	\$200.00
Credit Card Fees	\$150.00
Photography	
Total	

REVENUES	AMOUNT \$
Ticket Sales (minus complimentary tickets)	All of the net revenue is used to support the charitable activities of the Lions Clubs of Villa Rica
Regular	
Patron	
Donations/Pledges	
Sponsorships/Grants	
Program Ads	
Raffle Tickets	
Contest Tickets	
Food	
Bar	
Silent/Live Auction	

NET INCOME (or LOSS)

Income less Expenses: \$ \$0

A TASTE OF VILLA RICA II© 2021

Presented by the Golden City Lions Club and the Villa Rica Lions Club

Event Date: October 2, 2021 • Rain or Shine!



Dear A Taste of Villa Rica Participant,

We look forward to making A Taste of Villa Rica II("ATVR II") 2021 one of Carroll County's most successful events. ATVR II 2021 is presented by the Lions Clubs of Villa Rica. This event will bring together Villa Rica restaurants, vendors, local performers and hundreds of participants. All ATVR II proceeds will benefit the Villa Rica Lions Club and the Golden City Lions Club and their charitable missions.

Your organization's participation is critical to the success of this event and we are very grateful for your support.

The Lions Clubs of Villa Rica need your help to continue providing our citizens with assistance for the visually impaired by working with The Rapha Clinic, Community in Schools, READ Programs, Vision Rehabilitation Services, Free Eye Exams and Glasses, Georgia Camp for the Blind, Leader Dogs, Georgia Lions Lighthouse as well as local special project to support our community. We work with our local school system in locating students who qualify to attend the Georgia Camp for the Blind at no cost to the student's family. ATVR II 2021 will provide a wonderful opportunity for you to promote your business within our community while supporting a great cause.

It is important that you understand how your partnership and support will be used to better support our community. Currently, it takes an estimated \$15,000 - \$18,000 each year for the Lions Clubs to support the above mentioned organizations.

This year's event will take place on Saturday, October 2, 2021 from 11am until 4pm at THE MILL Amphitheater rain or shine.

Please complete the enclosed form, and return it with your check made payable to ATVR II 2021, and mail to **ATVR II 2021 | P.O. Box 1945 | Villa Rica, GA 30180**. If you have any questions or need further information, please feel free to send an email to southerndanceprecision@gmail.com. We want you to enjoy the benefit of participating in ATVR II 2021.

Sincerely,
ATVR II 2021 Committee



The Golden City Lions and the Villa Rica Lions clubs want to send out a HUGE

"THANK YOU"

to all of our vendors, restaurants and sponsors that participated in ATVR II 2018!

It was an awesome day and you are awesome supporters!



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Worker's Comp 2021 Renewal
AGENDA DATE: 03/09/2021

DATE PREPARED: 03/05/2021
PREPARED BY: Stephanie Rooks

AMOUNT: 160,696.00
GL ACCOUNT #: Charged to each departmental fund
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To renew our Worker's Compensation Insurance for 2021-2022.

BACKGROUND: Worker's Compensation Insurance is a state requirement. This insurance pays for medical claims for injuries sustained at work and if the employee is out of work for over seven days it will pay 60% of their salary. We have used BITCO for the past several years and are pleased with the working relationship.

Their quote is organized by occupational categories. The associated cost for all but one category has decreased since last year. The experience modification has also improved. The total estimated cost for the upcoming policy year is \$160,696. The exact amount will be calculated using an audit of our actual payroll and the quoted rates. There is a \$2,500 deductible per incident.

STAFF RECOMMENDATION: Approval

IMPACT: This plan would cover our employees from March 10, 2021 through March 10, 2022

MOTION: I move to approve the worker's compensation policy from Bitco for the period of March 10, 2021 to March 10, 2022

City of Villa Rica - WC Comparison

Class Code	Description	2019 / 2020			2020/2021			2021/2022		
		Actual			Projected			Projected		
		Rate	Payroll	Premium	Rate	Payroll	Premium	Rate	Payroll	Premium
7380	Drivers	7.1	\$ 37,175.00	\$ 2,639.00	6.91	\$ 31,502.00	\$ 2,177.00	6.77	\$ 37,175.00	\$ 2,517.00
7520	Waterworks	4.42	\$ 716,323.00	\$ 31,661.00	4.25	\$ 609,346.00	\$ 25,897.00	4.00	\$ 716,323.00	\$ 28,653.00
7580	Sewage Disposal Plant	4.59	\$ 431,196.00	\$ 19,792.00	4.16	\$ 385,277.00	\$ 16,028.00	4.23	\$ 431,196.00	\$ 18,240.00
7720	Police Officers	4.15	\$ 2,400,583.00	\$ 99,624.00	4.25	\$ 2,068,877.00	\$ 87,927.00	4	\$ 2,400,583.00	\$ 96,023.00
8380	Auto Mechanics/Shop	4.32	\$ -	\$ -	3.98	\$ -	\$ -	3.85	\$ -	\$ -
8742	City Administrator	0.4	\$ 387,437.00	\$ 1,550.00	0.33	\$ 326,846.00	\$ 1,079.00	0.33	\$ 387,437.00	\$ 1,279.00
8810	Clerical Office	0.2	\$ 1,599,316.00	\$ 3,199.00	0.17	\$ 1,412,268.00	\$ 2,401.00	0.16	\$ 1,599,316.00	\$ 2,559.00
9015	Building/Prop Management	5.58	\$ 174,429.00	\$ 9,733.00	5.45	\$ 249,645.00	\$ 13,606.00	5.19	\$ 174,429.00	\$ 9,053.00
9063	YMCA, YWCA, YMHA or YWHA, Institution - All Employees & Clerical	1.39	\$ 52,678.00	\$ 732.00	1.35	\$ 32,353.00	\$ 437.00	1.34	\$ 52,678.00	\$ 706.00
9101	School - All Other	6.5	\$ 106,602.00	\$ 6,929.00	5.92	\$ 102,806.00	\$ 6,086.00	5.73	\$ 106,602.00	\$ 6,108.00
9102	Lawn Maintenance	6.06	\$ 227,216.00	\$ 13,769.00	5.67	\$ 260,139.00	\$ 14,750.00	5.41	\$ 227,216.00	\$ 12,292.00
9402	Public Works	11.16	\$ 560,144.00	\$ 62,512.00	11.16	\$ 441,711.00	\$ 49,295.00	9.92	\$ 560,144.00	\$ 55,566.00
9403	Garbage Refuse/Collecting	14.15	\$ 195,647.00	\$ 27,684.00	13.59	\$ 192,604.00	\$ 26,175.00	12.76	\$ 195,647.00	\$ 24,965.00
9410	City Employees NOC	6.55	\$ 588,457.00	\$ 38,544.00	5.29	\$ 361,740.00	\$ 19,136.00	4.98	\$ 588,457.00	\$ 29,305.00
Total Payrolls			\$ 7,477,203.00			\$ 6,475,114.00			\$ 7,477,203.00	
Manual Premium				\$ 318,368.00			\$264,994.00			\$287,266.00
Increased Limits				\$3,502.00			\$2,915.00			\$3,160.00
Deductible	(\$2,500 Ded)	0.967		(\$9,551.00)	0.968		(\$8,480.00)			(\$10,054.00)
Sch Credit		0.75		(\$85,888.00)	0.74		(\$64,754.00)			(\$67,794.00)
Drug Free Credit				(\$19,325.00)	7.50%		(\$13,822.00)			(\$14,471.00)
Premium Disc.				(\$27,886.00)			(\$19,264.00)			(\$20,168.00)
Expense Constant				\$140.00			\$140.00			\$140.00
Terrorism				\$2,168.00			\$1,878.00			\$2,243.00
Exp Mod		1.1		\$31,232.00	0.96		(\$10,377.00)	0.93		(\$19,626.00)
Total				\$212,760.00			\$153,230.00			\$160,696.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approve Bank Signature Cards for New Bank
AGENDA DATE: 03/09/2021

DATE PREPARED: 02/24/2021
PREPARED BY: Sarah Andrews

PURPOSE: To approve bank signers for bank transition.

BACKGROUND: The Council approved moving from Bank OZK to Synovus on November 10, 2020. We were waiting until after the payroll software change in December/January and for the completion of the audit field work to proceed with the transition. Staff met with Synovus last week. One of the first steps is completing the signature cards.

STAFF RECOMMENDATION: To approve the signers as listed.

For the following accounts:

1. Pooled Cash
2. Pooled Cash, Money Market
3. Payroll
4. Self-Funded Insurance
5. Flexible Spending Account
6. Debt Service
7. 2015 SPLOST
8. 2016 SPLOST
9. Cemetery
10. CD

Signers would be:

- *Gil McDougal*
- *Michael Young*
- *Shirley Marchman*
- *Matthew Momtahan*
- *Leslie McPherson*
- *Danny Carter*
- *Tom Barber*
- *Alisa Doyal*
- *Bobby Elliot* ****NEW****

For the following accounts:

1. Federal Seizures
2. State Seizures
3. PD Miscellaneous

Signers would be:

- *Michael Mansour*
- *Keith Shaddix*
- *Scott Parker*
- *Tom Barber*

For the following account:

1. Police Explorers

Signers would be:

- *Michael Mansour*
- *Keith Shaddix*
- *Scott Parker*
- *Michelle Moore*
- *Tom Barber*

IMPACT: Allows us to start the process with Synovus. Adding Bobby allows us flexibility in instances where one check needs to be signed and City Manager or City Clerk are out of the office.

MOTION: I move to approve the signers, as listed, for the signature cards with Synovus Bank.

CUSTOMER WRITE OFFS

The budget for Customer write-offs was originally in the general fund (Customer Service). Write-offs posted to Water/Sewer and Sanitation Funds.

Source of Funds: General Fund

Item	Account Name	Account Type		Amount
73 505-1590-574000	Bad Debt - Water/Sewer	Expense	Increase	30,000
74 505-391130	Transfer in from General Fund	Revenue	Increase	30,000
75 540-1590-574000	Bad Debt - Sanitation	Expense	Increase	5,000
76 540-391130	Transfer in from General Fund	Revenue	Increase	5,000
77 100-9000-611505	Transfer to Water/Sewer	Expense	Increase	30,000
78 100-9000-611540	Transfer to Sanitation	Expense	Increase	5,000
79 100-1590-574000	Bad Debt - Customer Service	Expense	Decrease	(35,000)

RECREATION SOFTWARE

The new recreation software was approved and PO was opened in FY 2020, but the software was not implemented and paid for until FY 2021.

Source of Funds: Fund Balance

Item	Account Name	Account Type		Amount
80 100-6120-521300	Technical	Expense	Increase	10,700
81 100-381000	Use of Fund Balance	Fund Balance	Decrease	(10,700)

POLICE VEHICLES BUDGET OVERAGE

There was a budget of \$198,822 for six patrol vehicles, but the total price for the six patrol vehicles after warranties, etc. was \$213,150.

Source of Funds: Savings in salaries

Item	Account Name	Account Type		Amount
82 350-3210-542200	Vehicles - Police	Expense	Increase	14,328
83 350-391100	Capital Transfers	Revenue	Increase	14,328
84 100-3210-511100	Salaries	Expense	Decrease	(14,328)
85 100-9000-611021	Transfer to GF Capital Projects	Expense	Increase	14,328

COMBINE VEHICLE SAVINGS FOR ADDITIONAL VEHICLE

There were three trucks budgeted for FY2021. With the savings from the trucks, we need to purchase an additional truck for the new Building Inspections manager.

Source of Funds: Various

Item	Account Name	Account Type		Amount
86 350-7220-542200	Vehicles - Inspections	Expense	Increase	33,000
87 350-4900-542200	Vehicles - Maintenance	Expense	Decrease	(10,000)
88 350-391100	Capital Project Transfers	Revenue	Increase	23,000
89 560-4320-542200	Vehicles - Stormwater	Expense	Decrease	(13,000)
90 560-9000-611110	Transfer to GF	Expense	Increase	13,000
91 505-4115-542200	Vehicles - Utility Director	Expense	Decrease	(10,000)
92 505-9000-611110	Transfer to GF	Expense	Increase	10,000

PD COMMUNICATION WITH DOUGLAS CO

Upgrade PD radios to be able to communicate with Douglas Co law enforcement. Currently, can only communicate with Carroll Co side.

Source of Funds: Douglas Co SPLOST

<i>Item</i>	<i>Account Name</i>	<i>Account Type</i>		<i>Amount</i>
93 322-3210-542500	DSPLOST - Equipment - Police	Expense	Increase	35,000
94 322-337120	Douglas Co SPLOST	Revenue	Increase	35,000

STATE OF GEORGIA

ORDINANCE NO. _____

CITY OF VILLA RICA

**AN ORDINANCE TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2021 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER**

WHEREAS, the Mayor and City Council adopted the 2021 Budget on September 29, 2020, 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 2021, said budget amendment being described as Amendment No. 73-94, 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 _____, 2021.

Approved:

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2021 Budget Amendments #73-94
AGENDA DATE: 03-09-2021

DATE PREPARED: 02-25-2021
PREPARED BY: Sarah Andrews

AMOUNT: See Exhibit A
GL ACCOUNT #:
FUNDING SOURCE:
BUDGETED ITEM?

PURPOSE: To adopt ordinance amending the 2021 budget.

MOTION: I move to adopt the ordinance to approve an amendment to the budget for the fiscal year 2021 for the City pursuant to Section 2-71 of the City Charter.



Account Number
42392-92001

Please Pay By
Total Due

Feb 7, 2021
\$9,103.00

Contact Us 24 hours a day, 7 days a week
georgiapower.com

GEORGIA POWER COMPANY
1790 Montreal Circle
Tucker, GA 30084-6801

Account Number
42392-92001
Customer Service
1-888-655-5888

Web Access Code
551876
Power Outage Reporting
1-888-891-0938

INVOICE

Account Number 42392-92001
Work Order GP862L01821

Billing Date: Jan 8, 2021

CITY OF VILLA RICA_LIBERTY/M
CITY OF VILLA RICA_LIBERTY/M
571 BANKHEAD HWY
VILLA RICA, GA 30180

Business Description	Amount
LIGHTING - UNREGULATED PREPAY: IN: (4) 211 W LED ARCHEONS T4...(4) 35 FT BZ AL POLES....(4) 12 Contact: IVERY, KARONDA 912-448-1328 Office, KIVERY@SOUTHERNCO.COM	\$9,103.00
TOTAL INVOICE AMOUNT	\$9,103.00

Convenient Payment Options

By Mail: GEORGIA POWER COMPANY
96 ANNEX
ATLANTA, GA 30396-0001

Georgia Power Company web site address
georgiapower.com/mypayment

Online: Visit the company web site and login to your account using the following:
Account Number **42392-92001** and Web Access Code **551876**.

Please keep this portion for your records

Please return this portion with your payment



Please Pay By
Total Due

Feb 7, 2021
\$9,103.00

Account Number 42392-92001

CITY OF VILLA RICA_LIBERTY/M
CITY OF VILLA RICA_LIBERTY/M
571 BANKHEAD HWY
VILLA RICA, GA 30180

Mail To:
GEORGIA POWER COMPANY
96 ANNEX
ATLANTA, GA 30396-0001

Lighting Services Agreement



Customer Legal Name City of Villa Rica_Liberty/Mirror Lake DBA _____

Service Address 0 Street Lights Villa Rica GA 30180 County _____

Mailing Address 571 W Bankhead Hwy Villa Rica GA 30180

Email _____ Tel # _____ Alt Tel # _____

Tax ID# _____ Business Description _____

Existing Customer Yes ☐ No ☒ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	4	210	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$190.72	\$28.68	\$219.40		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment (\$)
\$9,103.00

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

Customer Authorization	Georgia Power Authorization
Signature: <u>Tom Barber</u>	Signature: _____
Print Name: <u>Tom Barber</u>	Print Name: Brandon Jenkins
Print Title: <u>City Manager</u>	Print Title: Account Exec
Date: <u>12-7-2020</u>	Date: _____

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's provision of the Service to Customer and is not a sale, lease, or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all GPC Assets. Customer acknowledges that GPC Assets, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove GPC Assets upon Agreement termination. GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly Charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the GPC Assets, including the right to access the Premises with vehicles, GPC Assets, or other tools or equipment, and to survey, dig, or excavate, in order to: (i) install and connect GPC Assets, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove GPC Assets; (iii) install additional equipment or devices on GPC Assets; or (iv) conduct any other activity reasonably related to the Service or GPC Assets (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service requires installation of GPC Assets. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of GPC Assets (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss and damage resulting from any such delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to GPC Assets requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **GPC Asset Protection and Damage.** Throughout the Term, in the event of any work or digging near GPC Assets, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to GPC Assets caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any GPC Asset. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any GPC Asset. If Customer desires to attach or affix anything to GPC Assets, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "Include(In)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



Account Number
42392-92001

Please Pay By
Total Due

Feb 7, 2021
\$9,103.00

Contact Us 24 hours a day, 7 days a week
georgiapower.com

GEORGIA POWER COMPANY
1790 Montreal Circle
Tucker, GA 30084-6801

Account Number
42392-92001
Customer Service
1-888-655-5888

Web Access Code
551876
Power Outage Reporting
1-888-891-0938

INVOICE

Account Number 42392-92001
Work Order GP862L01821

Billing Date: Jan 8, 2021

CITY OF VILLA RICA_LIBERTY/M
CITY OF VILLA RICA_LIBERTY/M
571 BANKHEAD HWY
VILLA RICA, GA 30180

Business Description	Amount
LIGHTING - UNREGULATED PREPAY: IN: (4) 211 W LED ARCHEONS T4...(4) 35 FT BZ AL POLES....(4) 12 Contact: IVERY, KARONDA 912-448-1328 Office, KIVERY@SOUTHERNCO.COM	\$9,103.00
TOTAL INVOICE AMOUNT	\$9,103.00

Convenient Payment Options

By Mail: GEORGIA POWER COMPANY
96 ANNEX
ATLANTA, GA 30396-0001

Georgia Power Company web site address
georgiapower.com/mypayment

Online: Visit the company web site and login to your account using the following:
Account Number **42392-92001** and Web Access Code **551876**.

Please keep this portion for your records

Please return this portion with your payment



Please Pay By
Total Due

Feb 7, 2021
\$9,103.00

Account Number 42392-92001

CITY OF VILLA RICA_LIBERTY/M
CITY OF VILLA RICA_LIBERTY/M
571 BANKHEAD HWY
VILLA RICA, GA 30180

Mail To:
GEORGIA POWER COMPANY
96 ANNEX
ATLANTA, GA 30396-0001

Lighting Services Agreement



Customer Legal Name City of Villa Rica_Liberty/Mirror Lake DBA _____

Service Address 0 Street Lights Villa Rica GA 30180 County _____

Mailing Address 571 W Bankhead Hwy Villa Rica GA 30180

Email _____ Tel # _____ Alt Tel # _____

Tax ID# _____ Business Description _____

Existing Customer Yes ☐ No ☒ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☐ No ☒ If Yes, which Account Number? _____

Selected Components

Action	Qty	Wattage	Type	Description
INS	4	210	LED	Area

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$190.72	\$28.68	\$219.40		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NESC	Gov	EOL	

Pre-Payment (\$)
\$9,103.00

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

Customer Authorization	Georgia Power Authorization
Signature: <u>Tom Barber</u>	Signature: _____
Print Name: <u>Tom Barber</u>	Print Name: Brandon Jenkins
Print Title: <u>City Manager</u>	Print Title: Account Exec
Date: <u>12-7-2020</u>	Date: _____

TERMS and CONDITIONS (*Lighting – Governmental Service*)

1. **Agreement Scope.** This Lighting Services Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "GPC Assets") for any reason related to the Service or to use of GPC Assets.
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10. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, GPC Assets, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of GPC Assets, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service or loss of use (including loss of revenue, profits, or capital costs) damages in connection with the loss or interruption of Service, GPC Assets, or this Agreement, or arising from damage, hindrance, or delay involving the Service, GPC Assets, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
11. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
12. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
13. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any GPC Asset from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount, or any amount due for the Service during the remaining Term.
14. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, GPC Assets, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "Include(In)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Adoption of a Resolution Approving the Issuance of Tax-Exempt Revenue Bonds by the DDA

AGENDA DATE: March 09, 2021

DATE PREPARED: February 25, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To adopt a resolution approving the issuance of tax-exempt Revenue Bonds by Arbours of Villa Rica, LLC.

BACKGROUND: The Villa Rica Downtown Development Authority has previously adopted a resolution authorizing the issuance of up to \$22 million in revenue bonds to finance the acquisition, construction, furnishing and equipping of a rental housing community. The City Council must give public approval of the issuance in order for the interest on the proposed Bonds to be excluded from the holders' gross incomes for federal income tax purposes.

STAFF RECOMMENDATION: Staff recommends adoption of the resolution.

IMPACT: Receiving tax-exempt status should enable the bonds to be issued at a lower interest rate.

MOTION: I move to adopt the attached resolution and to authorize the City Clerk to sign and certify the accompanying document.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
VILLA RICA, GEORGIA APPROVING THE ISSUANCE OF
REVENUE BONDS BY THE VILLA RICA DOWNTOWN
DEVELOPMENT AUTHORITY

WHEREAS, the Villa Rica Downtown Development Authority (the “Authority”) has previously adopted a resolution (the “Resolution”) authorizing the issuance of its revenue bonds for the purposes described in the Resolution and herein; and

WHEREAS, on at least seven days’ notice published in *The Times-Georgian*, a public hearing was held at the Holt-Bishop Justice Center, 101 Main Street, Villa Rica, Georgia 30108 on February 22, 2021 at 6:00 p.m. and via telephone conference call (the “Public Hearing”), concerning a proposed issuance by the Authority of its revenue bonds or notes (the “Bonds”), in an aggregate principal amount not to exceed \$22,000,000; and

WHEREAS, a Report of Hearing Officer with respect to the Public Hearing is attached hereto;

WHEREAS, the proceeds of the sale of the proposed Bonds, when and if issued, are to be used, along with other funds, for the benefit of Arbours at Villa Rica, LLC, a Georgia limited partnership (the “Borrower”), to finance the acquisition, construction, furnishing and equipping of a rental housing community, to be located on approximately 13.46 acres on the north side of Anderson Road near the intersection of Anderson Road and Louise Lane in Villa Rica, Georgia (the “Project”); and

WHEREAS, the proposed Bonds, when and if issued, will be a limited obligation of the Authority and do not constitute a general obligation of the State of Georgia, the City of Villa Rica, Georgia (the “City”), or the Authority, nor are the Bonds payable in any manner by taxation, but are payable solely from the payments made by or on behalf of the Authority, pursuant to an agreement between the Authority and the Borrower, which are pledged to the payment of the Bonds; and no performance audit or performance review shall be conducted with respect to such bond issue; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), provides, in effect, that in order for the interest on the proposed Bonds to be excluded from the holders’ gross incomes for federal income tax purposes, the “public approval” requirements of said section must be complied with; and

WHEREAS, the location of the Project is entirely within the City, and the City Council of the City of Villa Rica (the “City Council”) constitutes the elected legislative body of the City and is a proper body for granting the necessary public approval; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds for the purposes stated above, the nature and location of the Project, and the plan of financing for the Project with the Bonds; and

WHEREAS, the City Council finds and determines that it is in the public interest of the City Council to grant such approval.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 1. The issuance of the Bonds by the Authority for the benefit of the Borrower in an aggregate principal amount not to exceed \$22,000,000 for the above-described purposes is hereby approved for purposes of Section 147(f) of the Code.

Section 2. Such approval by the City Council does not constitute any representation by the City to the prospective purchasers of the Bonds as to the creditworthiness of the Borrower, or the economic feasibility of the Project nor does it create, either expressly or by implication, any obligation on the part of the City for the payment of the Bonds or debt service thereon, such Bonds and debt service thereon being payable solely from the sources described above.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 9th day of March 2021.

CITY OF VILLA RICA, GEORGIA

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

[SEAL]

HEARING OFFICER REPORT

REPORT OF HEARING OFFICER

The undersigned Hearing Officer the Villa Rica Downtown Development Authority (the "Issuer") HEREBY CERTIFIES, as follows:

(1) A public hearing (the "Hearing") was duly held on February 22, 2021 at 6:00 p.m., at 101 Main Street, Villa Rica, Georgia 30108, Villa Rica, Georgia 30180 and via toll free telephone, pursuant to proper notice given in accordance with law as to the time and place of such hearing prior to such hearing. The Hearing was open to the public. The time of the Hearing and the room in which the Hearing was held provided a reasonable opportunity for persons of differing views to appear and be heard. Attached as Exhibit A is a list of the people that attended the Hearing. I announced the commencement of the Hearing on the issuance of the Bonds referred to in the Notice for the Company. Attached as Exhibit B is a transcript of the Hearing.

(2) A notice of the Hearing was published in a newspaper having general circulation in the City of Villa Rica, Georgia (the "Notice") at least 7 days prior to the Hearing. A copy of the Notice has been filed and appears of record in the Minute Book of the Issuer and is attached hereto together with an Affidavit of Publication as Exhibit C.

(3) Such Bonds will not constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation or political subdivision thereof, but will be payable solely from the revenues derived from the Company and pledged to the payment thereof.

Witness my hand on February 22, 2021.



Hearing Officer

Exhibits Attached:

Exhibit "A" List of Attendees
Exhibit "B" Transcript of Hearing
Exhibit "C" Publisher's Affidavit

EXHIBIT "A"

LIST OF ATTENDEES

Villa Rica Downtown Development Authority Board Members

Chair Jerry Doyal

Andy Hill

Michael Young

Staff

Janet Chumbley

Sharon Dupont

Stacey Blackmon, Villa Rica Downtown Development Authority Attorney

David Williams, Bond Counsel, Butler Snow LLP

EXHIBIT B

HEARING OFFICER REPORT

Date: February 23, 2021

Subject: Public Bond Hearing Transcription

This conference is being recorded

David Williams Good afternoon. This is David Williams of Butler Snow law firm. We are here at Villa Rica City offices with the various members of the Villa Rica Downtown Development Authority. It is now 6:00 o'clock and we are going to open up our public hearing that we advertised in the Times Georgian.

We are here today to conduct a public hearing in accordance with applicable IRS procedures regarding revenue bonds to be issued by the Villa Rica Downtown Development Authority for the benefit of Arbours of Villa Rica LLC. The proceeds of the bonds will be loaned to Arbours of Villa Rica LLC or an affiliate for the purposes of financing the acquisition, construction, furnishing and equipment of a rental housing community located on the approximately 19 acres on the north side of Anderson Road, near Anderson Road and Louise Lane in Villa Rica, Georgia. The bonds will not constitute indebtedness or obligation of the city, the state or any political subdivision. The bonds are payable solely from revenues derived solely from the company and pledged to the repayment.

Do we have anyone on the phone that would like to identify themselves?

(No response)

Authority members, any, would you like to make a comment with respect at this time? No comments here.

We don't any members of the public here.

Stacey Blackmon There are no members of the public.

David Okay. So its 6:02 pm. I think we can close the public hearing.

Chairman We are closing the public heating.

David Thank you very much.

EXHIBIT “C”

PUBLISHER’S AFFIDAVIT

AFFP

2-22 PUBLIC HEARING

Affidavit of Publication

STATE OF GEORGIA }
COUNTY OF CARROLL } SS

Melissa Wilson, being duly sworn, says:

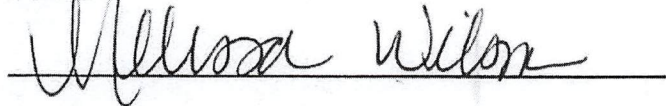
That she is Advertising Manager of the Times-Georgian, a daily newspaper of general circulation, printed and published in Carrollton, Carroll County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

February 09, 2021

Publisher's Fee: \$ 40.00

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

SIGNED:



Subscribed to and sworn to me this 9th day of February 2021.

Notary Public, Carroll County, Georgia

NOTICE OF PUBLIC HEARING ON
PROPOSED REVENUE BOND FINANCING BY THE
VILLA RICA DOWNTOWN
DEVELOPMENT AUTHORITY
FOR THE BENEFIT OF
ARBOURS AT VILLA RICA, LLC

YOU ARE HEREBY NOTIFIED that on February 22, 2021 at 6:00 p.m., at the offices of Holt-Bishop Justice Center, 101 Main Street, Villa Rica, Georgia 30108, a public hearing will be held with respect to the issuance by the Villa Rica Downtown Development Authority (the "Issuer") of its revenue bonds or notes in an aggregate principal amount not to exceed \$22,000,000 (the "Bonds").

In accordance with Internal Revenue Service Revenue Procedure 2020-21, as modified by Internal Revenue Service Revenue Procedure 2020-49, this public hearing will also be held by telephone conference. Interested persons are encouraged to attend the telephone conference using the following instructions:
TELEPHONE CONFERENCE INSTRUCTIONS:
TOLL-FREE DIAL IN NUMBER: 1 (855) 824-4232
CONFERENCE CODE: 601-985-4120

The proceeds of the Bonds will be loaned to Arbours at Villa Rica, LLC, or any affiliate thereof, (the "Company") for the purpose of financing the acquisition, construction, furnishing and equipping of a rental housing community, to be located on approximately 19 acres on the north side of Anderson Road near the intersection of Anderson Road and Louise Lane in Villa Rica, Georgia, as well as funding any reserves and paying costs of issuance related to the Bonds (collectively, the "Project").

The Bonds will not constitute an indebtedness or obligation of the State of Georgia or of any county, municipal corporation or political subdivision thereof, but will be payable solely from the revenues derived from the Company and pledged to the payment thereof.

Any person interested in the proposed issuance of the Bonds may appear and be heard.

VILLA RICA DOWNTOWN
DEVELOPMENT AUTHORITY



40094556 40390856

BUTLER SNOW LLP
577 MULBERRY ST
STE 1225
MACON, GA 31201

CLERK'S CERTIFICATE

I, the undersigned Clerk of the City Council of the City of Villa Rica, Georgia (the "City"), DO HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to the approval of the issuance of the Villa Rica Downtown Development Authority of its revenue bonds constitute a true and correct copy of the resolution adopted on March 9, 2021, by the City Council of the City at a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of such resolution appears of record in the Minute Book of the City Council which is in my custody and control.

GIVEN under my hand and the official seal of the City, this 9th day of March 2021.

City Clerk

[SEAL]



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Approve an Agreement with The PHIA Group

AGENDA DATE: March 09, 2021

DATE PREPARED: February 25, 2021

PREPARED BY: Tom Barber

AMOUNT: \$150 per month

GL ACCOUNT #: 610-1540-71050

FUNDING SOURCE: Self-Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To approve an agreement with The Phia Group to evaluate and handle appeals related to self-insurance claim denials.

BACKGROUND: Our self-insurance fund is currently responsible for the defense of any and all appeals related to denied medical claims. Due to the nature of the event these are typically low frequency but high-cost incidents. Contracting with The Phia Group transfers the cost and responsibility of defending an appeal from the City to the fiduciary agent.

STAFF RECOMMENDATION: Staff recommends we approve The Phia Group's Plan Appointed Claim Evaluator (PACE) Service.

IMPACT: This agreement will cost the self-insurance fund \$1 per month per covered employee.

MOTION: I move to authorize the City Manager to engage The Phia Group to provide their PACE Service for a cost of \$1 per covered employee per month.

The Phia Group – Plan Appointed Claim Evaluator Proposal

December 18, 2020

I. Plan Appointed Claim Evaluator® (PACE) Service

What is PACE?:

The Plan Appointed Claim Evaluator® (PACE) Service is a fiduciary transfer program designed to shift the responsibility and risk associated with handling final, internal claim appeals from a self-funded health plan, as well as the TPA, and onto The Phia Group, LLC.

How PACE Works:

The Phia Group assumes fiduciary responsibility as it relates to the handling of final, internal claim appeals, sometimes called “second level appeals.” Phia issues a written directive back to City of Villa Rica, any time a second level appeal is handled under PACE. The Directive clearly outlines our decision regarding the appeal in question. The Phia Group will further assist should stop-loss issues arise and/or should there be questions regarding Phia’s Directive. Phia will also facilitate the Independent Review Organization (IRO) external appeal process should an external review become necessary, following the issuance of the PACE Directive. Phia will also cover the cost of the external review.

PACE Also Includes:

- Plan Document Review to Ensure Compliance and PACE readiness
- Access to URAC-Accredited IROs
- Relevant Stop-Loss Policy / Gap Review With the Plan Document
- Advanced Level Webinars Offered Exclusively to PACE Clients
- Ensures Claims are Processed in Accordance With Plan Terms

Implementation:

The implementation process is simple, streamlined and has been broken out into four core steps:

1. Phia will lead a series of implementation calls with City of Villa Rica’s internal stakeholders, informing all departments as to how PACE will impact workflows and to coordinate with City of Villa Rica’s TPA
 - a. This will be accomplished within a week or two and will typically involve the following departments: Account Management; Plan Doc; Sales & Marketing; Claims & Appeals; Etc.
2. The Group’s plan document and stop-loss policy will be reviewed.
3. Required PACE Language will be provided.

II. Plan Appointed Claim Evaluator® - Fee Table

Service:	Fee:
Plan Appointed Claim Evaluator® (PACE)	\$1.00 PEPM



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution of Support for Changes to State Highway System and Acceptance of Two Roadways

AGENDA DATE: March 09, 2021

DATE PREPARED: February 25, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a resolution authorizing the Mayor and City Clerk to execute two GDOT resolutions.

BACKGROUND: The Georgia Department of Transportation is planning to modify the State Highway System following the construction of the north bypass. The new roadway will be labeled Highway 61, and the temporary designation of roadway through our downtown as Highway 61 will be removed. In addition, GDOT is requiring us to accept title, maintenance, utility accommodation, and ownership of the property for both the roadway to be removed from the State Highway System and the roadway to be constructed as the north bypass.

STAFF RECOMMENDATION: Staff recommends that City Council authorize the Mayor and City Clerk to executed the two attached GDOT resolutions.

IMPACT: Highway 61 will no longer be routed through our downtown. At the same time, the City will assume maintenance not only for the roadway in front of our Municipal Courtroom out to Punkintown Road in front of the hospital, but will also be responsible for maintenance of the north bypass.

MOTION: I move to approve the resolution of support for the changes to the State Highway System, detailed in attached document 3131C, and further move to accept title, maintenance, utility accommodation, and ownership of both roadways upon completion of construction.

NOTICE OF INTENT

OF

THE GEORGIA DEPARTMENT OF TRANSPORTATION

TO THE MAYOR OF THE CITY OF VILLA RICA

WHEREAS, in order to support the movement of interregional and truck traffic around the Villa Rica downtown business district, the Georgia Department of Transportation (hereinafter called the Department), is planning to construct the Villa Rica Bypass; and

WHEREAS, to accommodate preconstruction activities for these projects, it will be necessary to add a section of the projected alignment, as shown on the attached sketch map, to the State Highway System as State Route 1213 until the Bypass is opened to traffic; and

WHEREAS, project P.I. 662540 will no longer be actively pursued in this order, it will be necessary to remove the Temporary State Route designation of SR-1213TA from the local road(s), as shown in the attached sketch map; and

WHEREAS, in accordance with the terms stipulated in the attached Local State Route Acceptance Resolution, the City of Villa Rica will accept for ownership, maintenance, utility accommodation, and as part of their respective road system, the old section of State Route 61 that will remain open as a public road, as described herein, when removed from the State Highway System; and

WHEREAS, the advancement of these projects to construction is contingent upon the execution of the attached Local State Route Acceptance Resolution by the local officials and the proceeding Order of the Commissioner.

NOW THEREFORE, in the public interest, the Commissioner of the Georgia Department of Transportation, under the authority vested in his pursuant to the laws of the State of Georgia, does hereby serve notice of his intention to approve an Order thirty days from receipt by you of this notice and by which Order that the State Highway System be revised as described in the following paragraphs.

- (1) Add to the State Highway System the projected Villa Rica Bypass as State Route 61, to be designated as State Route 1213 until opened for State Route service, beginning at its intersection with the existing alignments of Industrial Boulevard (State Route 101) and Rockmart Road (Villa Rica City Street 814) thus proceeding in a easterly direction to its intersection with State Route 61 and Punkintown Road (Villa Rica City Street 802).

Addition of approximately 1.92 miles (3.09 km) projected.

Continued...

PAGE TWO OF THREE

- (2) Remove from the State Highway a section of State Route 61, when State Route 1213 is opened for State Route service, beginning at its intersection with South Carroll Road (Villa Rica City Street 841) and State Route 8/US 78 and extending in a northwesterly and northeasterly direction to the intersection with State Route 61, projected State Route 1213 and Punkintown Road (Villa Rica City Street 802).

Removal and reversion as to the City approximately 1.56 miles (2.51 km) existing.

- (3) Remove State Route 61 in common with State Route 8/US 78, when State Route 1213 is opened for State Route service, beginning at its intersection with State Routes 8/US 78, 61 and 101 and extending in a easterly direction to the intersection first described in paragraph (3).

No mileage change.

- (4) Add State Route 61 common with State Route 101, when State Route 1213 is opened for State Route service, beginning at the intersection first described in paragraph (4) and extending in a northerly direction to the intersection first described in paragraph (1).

No mileage change.

The foregoing descriptions are in conformity with sketch map 3131C and plans for Projects STP-18-1(67) and GWW-5053(2) appearing in the files of the Department of which a copy of the sketch map is attached for reference.

PAGE THREE OF THREE

This _____ day of _____, 2020.

Russell McMurry, P.E., Commissioner
GEORGIA DEPARTMENT OF TRANSPORTATION

Attest: _____
Angela M. Whitworth, Treasurer
GEORGIA DEPARTMENT OF TRANSPORTATION

The above and foregoing Notice of Intent has been received and service of said notice acknowledged.

This _____ day of _____, 2020.

Mayor, City of Villa Rica

Attest: _____
Clerk, City of Villa Rica

RESOLUTION
CITY OF VILLA RICA

WHEREAS, the Georgia Department of Transportation is considering the construction of a road with its western terminus at the intersection of Highway 101 and Rockmart Road and with its eastern terminus at the intersection with Highway 61 just north of Punkintown Road; and

WHEREAS, the Georgia Department of Transportation has requested the approval and support of the City of Villa Rica to subsequently make changes to the State Highway System as specified in the attached Order of the Commissioner 3131C; and

WHEREAS, the Georgia Department of Transportation has requested that the City accept title, maintenance, utility accommodation, and ownership of the property for both the roadway to be removed from the State Highway System and the public roadway to be constructed and added to the State Highway System; and

WHEREAS, the City of Villa Rica does desire to indicate to the Georgia Department of Transportation that it does support the system changes and agrees to accept responsibility for both sections of roadway.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City does desire to indicate its support for the changes to State Highway System and its willingness to accept title, maintenance, utility accommodation, and ownership of the properties; and

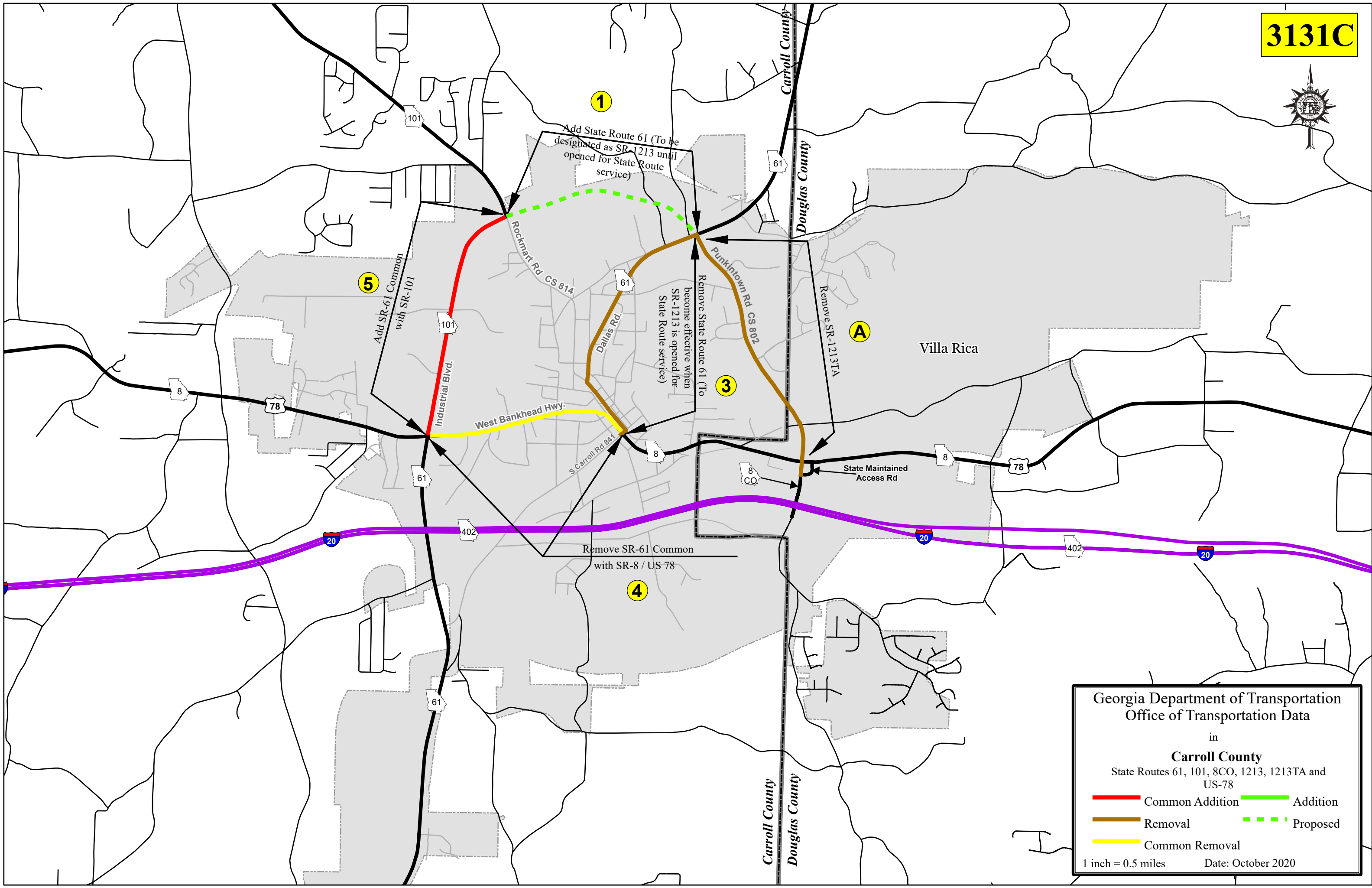
IT IS FURTHER RESOLVED that the Mayor and Clerk are authorized to execute both the attached resolution for intersection improvements and the attached resolution for removal or abandonment.

IT IS SO RESOLVED, this _____ day of March, 2021.

Gil McDougal, Mayor

ATTEST:

Alisa Doyal, City Clerk





State Highway System Revision

Order of the Commissioner

Document Reference Number: 3131C

Project Identification: 631490

County: Carroll

City: Villa Rica

Project Description: State Route 61 Relocation

System Revision Date: 11/2/2020

WHEREAS, the Commissioner of the Georgia Department of Transportation (hereinafter called the "Department"), under the authority vested in him by the State of Georgia, notifies the City of Villa Rica and the Carroll County Board of Commissioners (hereinafter called the "Local Government") that the State Highway will be revised as described herein; and

NOW THEREFORE, in the interest of the traveling public, the Commissioner of the Georgia Department of Transportation does hereby order and direct that the State Highway System be revised as detailed in the Description.

Revisions



1. Removing a State Route in Common

The Department intends to remove a State Route designation from an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.



2. Re-designation of a State Route

The Department intends to change the designation of an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage.



3. State Route Addition

The Department intends to construct a new section or multiple sections of a State Route as detailed in the Description. Projected State Route designations will be assigned to proposed major realignments or new construction. The Projected State Route designation, usually beginning and ending at an intersection will remain in effect until construction is completed and the roadway is 'open to traffic'. 'Open to traffic' is defined as unimpeded traffic flow in all lanes; all construction barriers and barrels have been removed from the entire roadway project.

☐

4. State Route Obliteration

The Department intends to permanently obliterate a section or multiple sections of a State Route as detailed in the Description. The physical pavement or other surface material will be removed from the roadway and the roadway will not be open to the traveling public.

☒

5. Adding a State Route in Common

The Department intends to add a State Route designation to an existing State Route roadway as detailed in the Description. This will result in an administrative data change and a change in route signage. It will not result in any physical construction to the roadway.

☐

6. Intersection Improvements

- a. The Department intends to make improvements or has already made improvements to short sections of roadways (approximately 1/4 of a mile or less) at intersections that are necessary for seamless traffic transitions.
- b. With the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project. The Local Government does hereby resolve that with the completion of the project the Local Government shall formally accept these roads into its official system of roads.
- c. **This condition requires a Local Government signature and an Authorizing Resolution: Intersection Improvements.**

☐

7. State Route Removal or Abandonment

- a. The Department intends to permanently remove a section or multiple sections of a State Route from the State Highway System as detailed in the Description.
- b. The Local Government will accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System. The Local Government does hereby resolve to formally accept the roadway(s) into its official system of roads.
- c. **This condition requires a Local Government signature and an Authorizing Resolution: State Route Removal or Abandonment.**

☐

8. Local Roadway(s) Transfer to the State Highway System (SHS)

- a. The Department intends to permanently accept a local roadway(s) as detailed in the Description as part of the State Highway System.
- b. The Department will accept title, maintenance, utility accommodation, and ownership of the property for the roadway(s) added to the State Highway System.

☒

9. Temporary State Route Removal

- a. The Department intends to permanently remove the Temporary State Route designation(s) as detailed in the Description. This will result in an administrative data change only and will not result in any physical changes to the roadway.
- b. Title, maintenance, utility accommodation, and ownership of the property for the roadway(s) will remain with the Local Government.

Description

County: Carroll
City: Villa Rica
Project Description: State Route 61 Relocation

Revision Type:	State Route Addition
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	Industrial Boulevard (State Route 101) and Rockmart Road (Villa Rica City Street 841)
Ending Intersection or Junction:	State Route 61 and Punkintown Road (Villa Rica City Street 802)
Total State Highway System Mileage Change:	Addition of approximately 1.92 miles
Comments:	Revision #1-To be designated as State Route 1213 until opened for State Route service

Revision Type:	Temporary State Route Removal
Route Type:	State Route
Route Number:	1213TA
U.S. Route:	N/A
Beginning Intersection or Junction:	the intersection of State Route 61 and Punkintown Road (Villa Rica City Street 802)
Ending Intersection or Junction:	State Route 8 Connector
Total State Highway System Mileage Change:	Removal of approximately 1.52 miles
Comments:	Revision #A-Removal of Temporary State Route Designation 1213TA (Project P.I. 662540 will no longer be actively pursued in this order)

Revision Type:	State Route Removal or Abandonment
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	South Carroll Road (Villa Rica City Street 841) and State Route 8/US Route 78
Ending Intersection or Junction:	State Route 61, the proposed Villa Rica Bypass, and Punkintown Road (Villa Rica City Street 802)
Total State Highway System Mileage Change:	Removal of approximately 1.56 miles
Comments:	Revision #3-To become effective when SR-1213 is opened for State Route service

Revision Type:	Removing a State Route in Common
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	State Route 8/ US Route 78 and State Routes 61/101
Ending Intersection or Junction:	South Carroll Road (Villa Rica City Street 841) and State Route 8/ US 78
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #4

Revision Type:	Adding a State Route in Common
Route Type:	State Route
Route Number:	61
U.S. Route:	N/A
Beginning Intersection or Junction:	State Route 8/ US Route 78 (West Bankhead Highway) and State Route 101
Ending Intersection or Junction:	Rockmart Road and proposed Villa Rica Bypass
Total State Highway System Mileage Change:	No mileage change
Comments:	Revision #5



Signatures

GEORGIA DEPARTMENT OF TRANSPORTATION:

Commissioner: _____

Date: _____

Treasurer: _____

Date: _____

LOCAL GOVERNMENT:

By: _____
Mayor, City of Villa Rica

Date: _____

Attest: _____
Clerk, City of Villa Rica

Date: _____

LOCAL GOVERNMENT:

By: _____
Chairman, Carroll County Board of Commissioners

Date: _____

Attest: _____
Clerk, Carroll County

Date: _____

Document Reference Number: 3131C



State Highway System Revision

Authorizing Resolution for Removal or Abandonment

Document Reference Number: 3131C

Project Identification: 631490

County: Carroll

City: Villa Rica

Project Description: State Route 61 Relocation

System Revision Date: 11/2/20

WHEREAS, the City of Villa Rica and Carroll County (hereinafter called the "Local Government") is being notified that the Georgia Department of Transportation (hereinafter called the "Department") intends to permanently remove a section or multiple sections of a State Route from the State Highway System as stated in the Project Description above; and

WHEREAS, the Local Government agrees that it is in the interest of all parties for the Local Government to accept title, maintenance, utility accommodation, and ownership of the property for the roadway removed from the State Highway System; and

NOW THEREFORE, BE IT RESOLVED by the Local Government that the City of Villa Rica is hereby authorized to formally accept the roadway(s) into its official system on behalf of the Local Government, and that a copy of this Resolution will be furnished to the Department.

Local Governments:

By: _____
Mayor, City of Villa Rica

Date: _____

Attest: _____
Clerk, City of Villa Rica

Date: _____

By: _____
Chairman, Carroll County Board of Commissioners

Date: _____

Attest: _____
Clerk, Carroll County

Date: _____



State Highway System Revision

Authorizing Resolution for Intersection Improvements

Document Reference Number: 3131C

Project Identification: 631490

County: Carroll

City: Villa Rica

Project Description: State Route 61 Relocation

System Revision Date: 11/2/20

WHEREAS, the City of Villa Rica and Carroll County (hereinafter called the "Local Government") is being notified that the Georgia Department of Transportation (hereinafter called the "Department") intends to make improvements or has already made improvements to short sections of roadways at intersections that are necessary for seamless traffic transitions; and

WHEREAS, with the completion of the project, the Local Government will accept for title, maintenance, utility accommodation, and ownership of the property of public roadways that were constructed, re-aligned, or widened as a part of this State Highway Project; and

NOW THEREFORE, BE IT RESOLVED by the Local Government that the City of Villa Rica is hereby authorized to formally accept the roadway(s) into its official system on behalf of the Local Government, and that a copy of this Resolution will be furnished to the Department.

Local Governments:

By: _____
Mayor, City of Villa Rica

Date: _____

Attest: _____
Clerk, City of Villa Rica

Date: _____

By: _____
Chairman, Carroll County Board of Commissioners

Date: _____

Attest: _____
Clerk, Carroll County

Date: _____