

CITY COUNCIL
GIL MCDUGAL, 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 MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
April 13, 2021 | 6:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Invocation (Pastor Barry Thompson, Midway Church)

Pledge of Allegiance (Officer Thomas Thornhill, Villa Rica Police Department)

Ceremonial Presentations (Mayor & Council)

- Recognition of Alisa Doyal - Clerks Masters Education Management Development Program

University of West Georgia Strategic Plan - Dr. Brendan B. Kelly, President

Keep Carroll Beautiful - Martyna Griffin, Executive Director

Adoption of the Agenda (Mayor Gil McDougal)

Council Updates (Subjects of General Interest and Concern)

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

A. Consent Agenda (Mayor Gil McDougal)

1. Reappointment of Janice McGhee to Cemetery Commission - Term (04/01/2021 - 03/31/2024)
2. Appoint Doug Lang to Historic Preservation Commission (Ronald Johnson, Planning and Zoning Specialist)
3. Appoint Angelia O'Neal to Historic Preservation Commission (Ronald Johnson, Planning and Zoning Specialist)
4. Revision to Grass Height Restriction as Pertaining to the Nuisance Code for the City of Villa Rica. (Bobby Elliott, Director.)
5. 2021 Pine Mountain Gold Museum Staff Training (Wesley Berninger, Museum Manager)
6. 2021 Main Street Staff Training
7. 2021 Community Development Grant Disbursement-Thomas A. Dorsey Birthplace Festival
8. Approval of Items for Auction (Captain Keith Shaddix)
9. Approval of Professional Services Agreement with Gilbert, Harrell, Sumerford & Martin Law Firm
10. Proposal with Dan Reuter to Assist with Annexation and Related Services

11. 2021 Professional Services Agreement with RCS Productions, Inc.
12. Renew Lease Agreement of Old Library to Southeastrans for One Year
13. Approval of Professional Services Agreement with EXP US Services, Inc.
14. Proposal by TRC and Bob McGinnis to Obtain Easements for Sewer Line Installation
15. Surplus Item To Sell (Nic Griffin, Maintenance Manager)
16. Fork Lift Purchase (Nic Griffin, Maintenance Manager)
17. Conners Road Booster Pump Station Upgrade
18. Trojan UV System Annual Maintenance Agreement
19. Approval of Work Order 17003.13 with Brennan Jones to Design Lift Station on North Van Wert Road
20. 2021 HR Staff Training
21. 2021 Budget Amendments - #102-123
22. Renewal with GIRMA for Property Liability Insurance for the Period of May 1, 2021 to May 1, 2022
23. Approval of Revised Intergovernmental Agreement (IGA) with Carroll County Tax Commissioner

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes:
 - a. Meeting Minutes of March 9, 2021.
 - b. Special Called Meeting Minutes of March 26, 2021.
2. Sponsorship of Clean Up Event by Keep Carroll Beautiful

C. Community Development (Bobby Elliott, Director)

1. RA-02-20: Rezoning Request for 450 Edge Road, Parcel #01450250026 (Ronald Johnson, Planning and Zoning Specialist)
2. VA-05-21: Variance Request for ServPro, Parcel #01470250019 - Veteran's Memorial Highway (Ronald Johnson, Planning and Zoning Specialist)
3. VA-04-21: Variance Request for Winchester Real Estate Investment Company (Avenmore), Parcel #V07 0140003 (Ronald Johnson, Planning and Zoning Specialist)
4. Ordinance to Revise Section 400 of the City of Villa Rica Development Regulations, Section 403.11, Wastewater Lift Stations. (Bobby Elliott, Director)
5. Amendment to Article 3 to the Villa Rica Zoning Ordinance (Chris Montesinos, Deputy Director)

D. Economic Development (Janet Chumley, Manager)

1. Replace an Existing Member of Convention and Visitors Bureau Board (Sharon Dupont, Tourism Manager)

E. Utilities (Pete Zorbanos, Director)

1. Resolution of Support for Changes to State Highway System and Acceptance of Two Roadways

F. Finance (Sarah Andrews, CFO)

1. Financial Update: February 2021

G. City Manager (Tom Barber)

1. Approval of Task Order Number One with EXP US Services, Inc.

City Manager's Report (Tom Barber)

Executive Session (David Mecklin, City Attorney)

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

Adjournment



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appoint Doug Lang to Historic Preservation Commission

CITY COUNCIL AGENDA DATE: April 13th, 2021

DATE: March 26th, 2021

PREPARED BY: Ronald Johnson; Planning and Zoning Specialist

FISCAL IMPACT: N/A

HPC VOTE: 3/0 Approval of Recommendation

PURPOSE: To appoint Doug Lang into the vacant seat on the Historic Preservation Commission for the term of February 1st 2019 – February 1st 2022.

BACKGROUND: Doug Lang and his wife have lived in Villa Rica for 19 years and have restored two single-family homes near the urban core in recent years. Mr. Lang has a strong community interest in restoring historic properties and promoting historic preservation on a local level. Mr. Lang also completed a total renovation of a commercial building at 354 W. Bankhead Highway (west of Evan's Barbecue). His addition to the commission would fill the seat of Kim Poer, who resigned in February.

STAFF RECOMMENDATION: Staff and the current members of the Historic Preservation Commission recommend the appointment of Doug Lang for the term of February 1st 2019 – February 1st 2022.

IMPACT: Fulfilling the current vacant seat on the commission.

MOTION: I make a motion to approve the appointment of Doug Lang to the Historic Preservation Commission for the term of February 1st 2019 – February 1st 2022.



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



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name: DOUGLAS LANG

Occupation: Retired Employer: N/A

Home Address: 262 S. Carroll Rd City: VILLA RICA Zip: 30180

Home Phone: () N/A Home E-Mail: DAL59@ATT.NET

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

Cell Phone: (770) 862-5967 Preferred E-Mail: ☒ Home ☐ Work

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

City of Villa Rica

BOARD OR COMMISSION APPLICATION

Page 2 of 4

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

b) How long have you been a resident of the City of Villa Rica? 19 Years ___ Months

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

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

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

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

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

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

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

I love this city. I Am very interested in our history And preserving our historical sites while helping the city grow. my wife And I bought And fully restored A house Downtown built in 1902.

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

NOT AT THIS TIME.

APPLICANT STATEMENT

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



Signature

Doug Laog

Printed Name

2/15/21

Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

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

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



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



**APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT**

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

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

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

APPLICANT INFORMATION

Applicant Name:

Angelia O'Neal

Occupation:

Employer:

Home Address:

3046 Summer Breeze Dr.

City:

Villa Rica

Zip:

30180

Home Phone:

(404) 660-4709

Home E-Mail:

Angelia.oneal2@gmail.com

Work Phone:

(770) 462-1080

Work E-Mail:

oneal@mensura-inc.com

Cell Phone:

(404) 660-4709

Preferred E-Mail:

☒ Home

☐ Work

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

364 W. Bankhead Hwy, Villa Rica, GA 30180

City of Villa Rica

BOARD OR COMMISSION APPLICATION

Page 2 of 4

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

Historic Preservation Commission

b) How long have you been a resident of the City of Villa Rica? 16 Years ___ Months

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

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

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

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

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

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

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

As a 16yr Resident of Villa Rica, I have a personal
interest in its sustainability & future.

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

- (1) Board of Appeals
- (2) Planning & zoning Commission
- (3) Library Advisory Board

APPLICANT STATEMENT

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

Angelia O'Neal
Signature

Angelia O'Neal
Printed Name

2/14/2021
Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

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

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

BOARD AND COMMISSION INFORMATION

Board of Appeals (BOA): The BOA is a quasi-judicial body that provides the public with a final administrative review process for appeals relating to a wide range of City determinations. The Board strives to provide an efficient, fair and expeditious public hearing and decision-making process before an impartial panel as a last step in the City's permit issuance process. The Board hears and decides appeals involving the granting, denial, suspension, or revocation of permits, licenses, and other use entitlements by various City commissions and departments. The granting or denial of variances and other determinations by the P&Z Commission. Term: 3 years | Members: 5

Downtown Development Authority (DDA): The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA. Term: 4 years | Members: 7

Historic Preservation Commission (HPC): This six-member commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests. Term: 3 years | Members: 6

Housing Authority Board (HAB): The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor for indefinite terms.

Library Advisory Board (LAB): Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members work with the Branch Manager to establish operational policies for the library for approval by the City Council and West Georgia Regional Library System, assist the Branch Manager with the annual budget request to the City Council, adopts bylaws and regulations for internal operations, makes recommendations through the City Manager to the Mayor and City Council concerning the library, solicits donations of money and/or property for the benefit of the library, and represents the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members. Term: 3 years | Members: 7

Main Street Advisory Board (MSAB): This seven-member Board commission is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

Planning & Zoning Commission (P&Z): The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications. Term: 1 year | Members: 5

Recreation Advisory Commission (RAC): The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects. Term: 3 years | Members: 7

Villa Rica Cemetery Committee: Functions include making recommendations to the City Manager on all aspects of the management and operations of the city's cemeteries. Term: 3 years | Members: 6

Villa Rica Development Authority (VRDA): The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia. Term: 4 years | Members: 7



CITY OF VILLA RICA

City Council Packet

SUBJECT: Appoint Angelia O'Neal to Historic Preservation Commission

CITY COUNCIL AGENDA DATE: April 13th, 2021

DATE: March 26th, 2021

PREPARED BY: Ronald Johnson; Planning and Zoning Specialist

FISCAL IMPACT: N/A

HPC VOTE: 3/0 Approval of Recommendation

PURPOSE: To appoint Angelia O'Neal into the vacant unexpired seat on the Historic Preservation Commission for the term of January 1, 2021 – December 31, 2022.

BACKGROUND: Angelia O'Neal has lived in Villa Rica for 16 years and has an interest in its sustainability and future. Angelia is currently on the advisory committee for the Livable Cities Initiative (LCI) program of the Atlanta Regional Commission (ARC) as a representative for Villa Rica. Her addition to the commission would fill the unexpired seat previously held by Renee Hooks, who resigned in March.

STAFF RECOMMENDATION: Staff and the current members of the Historic Preservation Commission recommend the appointment of Angelia O'Neal for the unexpired term of January 1, 2021 – December 31, 2022.

IMPACT: Fulfilling the current vacant seat on the commission.

MOTION: I make a motion to approve the appointment of Angelia O'Neal to the Historic Preservation Commission for the term of January 1, 2021 – December 31, 2022.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Revision to Grass Height Restriction as Pertaining to the Nuisance Code for the City of Villa Rica

CITY COUNCIL AGENDA DATE: April 13, 2021

DATE: March 11, 2021

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

FISCAL IMPACT: None

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: N/A

PURPOSE: The purpose of this request is to increase the grass height restriction under the Nuisance Ordinance to help eliminate numerous calls for high grass.

BACKGROUND: Presently the height restrictions are set at 4-inches for individual lots with a residence and 8-inches on vacant lots. Staff feels that these heights should be increased to 8-inches and 12-inches respectfully. A 4-inch restriction on fescue yards is far too low considering that fescue is highly recommended to grow to 4-inches before cutting. An extra 4-inch height to 12-inches on vacant lots will help with Erosion and Sediment Control.

We are about to embark on an aggressive property maintenance code program. In previous years, summers have been spent chasing high grass complaints with neighbors reporting neighbors. We do not have the personnel available to spend most of the time chasing high grass complaints.

STAFF RECOMMENDATION: Approval

IMPACT:

MOTION: I move to revise the weed and grass height restrictions as defined in Chapter 16-7 (3) of the Nuisance Ordinance to eight (8) inches on lots with a residence and twelve (12) inches for vacant lots in platted subdivisions.

**AN ORDINANCE FOR THE REVISION OF
GRASS HEIGHT RESTRICTIONS AS
RELATED TO NUISANCE VIOLATIONS IN
THE CITY OF VILLA RICA, GEORGIA**

WHEREAS, the City Council for the City of Villa Rica is responsible for establishing the rules and regulations to promote the 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 the Grass Height Restrictions within the City;

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

1. The current Grass Height restriction embodied in Chapter 16 of the Code of Ordinances, Section 16-7 Nuisances Defined is hereby revised and readopted and decodified as set forth below:

2. The City does hereby adopt Chapter 16-7 (3) as revised hereto with the revisions set forth below in its entirety effective immediately upon signature by the Mayor or Mayor Pro Tem.

Section 16-7, Weeds and Grass Height item (3) to be re-written as follows:

- (3) Weeds or grass in excess of *eight* inches on lots with a residence. For vacant lots in platted subdivisions, the limit for grass and weeds is *twelve* inches on the property. This requirement does not apply to properties used for agricultural purposes. The public officer shall have the discretion to waive this requirement to allow vacant lots to return to their natural state when:
- a. The configuration of the lots and the history of development within the subdivision are such that no substantial harm is caused to other lots in the subdivision and that development of the vacant lots is not imminent; or
 - b. Additional green space will be created within a subdivision. The purpose of this waiver is to recognize that in some limited circumstances, it may be more appropriate to allow undeveloped lots to return to their natural state than to require unwanted and unnecessary maintenance.

IT IS SO ORDAINED on this the ____ day of April 13, 2021.

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



CITY OF VILLA RICA
City Council Meeting
Agenda Item Cover Sheet

Agenda Item: _____

SUBJECT: 2021 Pine Mountain Gold Museum Staff Training
AGENDA DATE: 4.13.21

DATE PREPARED: 3.31.21
PREPARED BY: Wesley Berninger

AMOUNT: \$445.00
GL ACCOUNT #: 100-6172-523700
FUNDING SOURCE: General Fund
BUDGETED ITEM? No

PURPOSE: To further develop business, and community relationships, and services for the region. Continuing training supports Economic Development, Tourism, and the Mission Statement.

BACKGROUND: This is a unique leadership development program that will work hand-in-hand with the Leadership Academy to effect change in Carroll County through relationships, business development and community involvement. Staff has already attended 4 (FOUR) classes (as listed below) and anticipates attending the 6 (SIX) remaining classes.

NOTES:

Classes already attended:

1. March 2 – Introductory class
2. March 9 – Understanding our Strengths
3. March 16 – Carroll County
4. March 23 – Servant Leadership

Tuition for Carroll Leadership Academy is \$445 for non-profit, nonmembers. Sessions will be held at the Burson Center located at 500 Old Bremen Road, Carrollton, Georgia 30179. All sessions are from 9:00 AM to 12:00 PM.

Classes yet to be held:

1. April 13 – Healthcare
2. April 20 - Education
3. April 27 – Carroll County Sheriff's Department
4. May 4 – Imprint Assessment
5. May 11 – Increasing Self Confidence
6. May – 18 - Graduation

STAFF RECOMMENDATION: Staff recommends approving Pine Mountain Gold Museum's staff training covering 10 (TEN) listed dates in the amount of \$445.00.

MOTION: I move to approve Pine Mountain Gold Museum's staff training covering 10 (TEN) listed dates in the amount of \$445.00

Leadership Academy Schedule

<u>Date</u>	<u>Topic/Speaker</u>	<u>Meeting Location</u>
March 2	<u>Session 1</u> <i>Introduction to Leadership Academy</i> Dr. Rodney Agan, Founder & CEO Connexus Group	Burson Center 500 Old Bremen Road, Carrollton 9 – noon
March 9	<u>Session 2</u> <i>Understanding Our Strengths</i> Dr. Jim Burton University of West Georgia	Burson Center 500 Old Bremen Road, Carrollton 9 – noon
March 16	<u>Session 3</u> <i>Carroll County</i> Daniel Jackson Chamber/Carroll Tomorrow	Burson Center 500 Old Bremen Road, Carrollton 9 – noon
March 23	<u>Session 4</u> <i>Servant Leadership</i> David Daniels Chick-fil-A	Burson Center 500 Old Bremen Road, Carrollton 9 - noon
March 30	<u>Session 5</u> <i>Team Building</i>	The Lodges at Historic Banning Mills 205 Horseshoe Dam Road Whitesburg, GA 30185 9 – 2 pm
April 6	No session	

April 13	<u>Session 6</u> Healthcare Greg Schulenburg, Senior Vice President & COO Tanner Health System	Burson Center 500 Old Bremen Road, Carrollton 9 – noon
April 20	<u>Session 7</u> Education	Carroll County Schools Performing Arts Center 775 Old Newnan Road, Carrollton 9 - noon
April 27	<u>Session 8</u> Jail Tour	Carroll County Sheriff's Office 1000 Newnan Road, Carrollton 9 - noon
May 4	<u>Session 9</u> Imprint Assessment Dr. Rodney Agan, Founder & CEO Connexus Group	Burson Center 500 Old Bremen Road, Carrollton 9 – noon
May 11	<u>Session 10</u> Increasing Self Confidence Dr. Jim Burton University of West Georgia	Burson Center 500 Old Bremen Road, Carrollton 9 – noon
May 18	Session 11 Graduation Luncheon	11:30 – 1 pm



CITY OF VILLA RICA
City Council Meeting
Agenda Item Cover Sheet

Agenda Item: _____

SUBJECT: 2021 Main Street staff training
AGENDA DATE: 4.13.21

DATE PREPARED: 3.11.21
PREPARED BY: Janet Chumley

AMOUNT: \$1,633.26
GL ACCOUNT #: 100-7550-523700
FUNDING SOURCE: General Fund
BUDGETED ITEM? No

PURPOSE: The Villa Rica Main Street staff is required by the Department of Community Affairs to do a minimum of 30 hours of training each year to retain our Main Street accreditation.

BACKGROUND: Due to COVID restrictions, most of Georgia Main Street's training will be virtual. The Georgia Department of Community Affairs, who oversees the Georgia Main Street programs, do not have a set schedule in 2021 for training opportunities at this time. The Department of Community Affairs, like most entities, are having to create training opportunities as they go in an effort to give Main Street communities an opportunity to get their training hours in. The classes below are what staff has participated in thus far as well as one future training.

NOTES: The Georgia Economic Developers Association, of which I am a member, has already set a schedule through July of 2021 for virtual and in-person training (item #3).

1. Carrollton County Chamber Leadership Academy (March-May) (in person)
 - A. Main Street coordinator: \$295
2. "How to Package and Leverage the value of your organization to your five audiences." Hosted by Missouri and Georgia Main Street Programs. **This was a virtual conference held March 12**
 - A. Main Street Manager: \$50
 - B. Main Street Coordinator: \$50
3. 2021 GEDA (Georgia Economic Developers Assoc.) Spring Conf. May 19-21, 2021 (in person)
Main Street Manager:
 - A. Conference fee \$275
 - B. Per diem \$220
 - C. Mileage \$87.55
 - D. Lodging \$655.71Total cost of spring conference \$1,238.26

STAFF RECOMMENDATION: Staff recommends approving Main Street's staff training (to this point) in the amount of \$1,633.26 in an effort to retain our Main Street accreditation.

MOTION: I move to approve the Villa Rica Main Street's staff training (to this point) in the amount of \$1,633.26 in an effort to retain our Main Street accreditation.



CITY OF VILLA RICA
REQUEST FOR TRAINING & TRAVEL – PART I

Name: Shannon Gordon Dept: Main St/Tourism
Course or Conference Title: Leadership Academy
Name of School/Association/Organization: Carroll County Chamber
Date(s) of Training/Conference: Mar 2-May 18, 2021 Location: Burson Center
Is this course a stated requirement in your approved job description (yes or no): no
Reason/Benefit of Course or Conference: To improve leadership skills, learn about the community, and network with other leaders.

The City Manager will determine if there is a need for training or travel and have final approval.

I, Shannon Gordon, understand that if I attend any school or training in which the City of Villa Rica pays any fee(s) that I will be responsible for completion of all course work or training. If I do not complete or withdraw for any reason, I will be responsible for reimbursement to the City through payroll deduction. The full amount charged to the City for any withdrawals or no shows will be my responsibility.

Note: The City will pay for the first administration of any exams required to meet any certifications that are a requirement of your employment.

By signing below, I state that I have read and acknowledge this statement.

Shannon Gordon 3.2.21
Employee Signature Date

[Signature] 3.2.21
Supervisor Signature Date

[Signature] 3-15-21
Budget Approval (Finance) Date

[Signature] 2.2.21
Department Head Signature Date

[Signature] 3-15-2021
City Manager Date

If travel is required, Part II should be attached to this form with supporting information (agenda, hotel information, etc.) before approval by Department Head, Finance, and City Manager.

Employee is responsible for...submitting the Training & Travel request and verifying that all necessary arrangements have been made before they depart.

Departments are responsible for...completing travel arrangements, including training registration and hotel reservations.

Finance Department is responsible for...paying any travel advances (per diem, mileage), as well as preparing other payments, as needed.



CITY OF VILLA RICA
REQUEST FOR TRAINING & TRAVEL – PART I

Name: <u>Janet Chunley</u>	Dept: <u>Main St. Mgr.</u>
Course or Conference Title: <u>Missouri & Georgia Quarterly Workshop</u>	
Name of School/Association/Organization: <u>Department of Community Affairs</u>	
Date(s) of Training/Conference: <u>3.12.21</u>	Location: <u>Via Zoom</u>
Is this course a stated requirement in your approved job description (yes or no): <u>Yes</u>	
Reason/Benefit of Course or Conference: <u>We are required to have a minimum of 30 hrs per year to retain accreditation for the Georgia Main Street Program</u>	

The City Manager will determine if there is a need for training or travel and have final approval.

I, Janet Chunley, understand that if I attend any school or training in which the City of Villa Rica pays any fee(s) that I will be responsible for completion of all course work or training. If I do not complete or withdraw for any reason, I will be responsible for reimbursement to the City through payroll deduction. The full amount charged to the City for any withdrawals or no shows will be my responsibility.

Note: The City will pay for the first administration of any exams required to meet any certifications that are a requirement of your employment.

By signing below, I state that I have read and acknowledge this statement.

Employee Signature

Date

3.16.21

Supervisor Signature

Date

Department Head Signature

Date

Budget Approval (Finance)

Date

City Manager

Date

If travel is required, Part II should be attached to this form with supporting information (agenda, hotel information, etc.) before approval by Department Head, Finance, and City Manager.

Employee is responsible for...submitting the Training & Travel request and verifying that all necessary arrangements have been made before they depart.

Departments are responsible for...completing travel arrangements, including training registration and hotel reservations.

Finance Department is responsible for...paying any travel advances (per diem, mileage), as well as preparing other payments, as needed.



CITY OF VILLA RICA
REQUEST FOR TRAINING & TRAVEL – PART I

Name: Shannon Gordon Dept: Main Street/Tourism
Course or Conference Title: Missouri Main Street Connection
Name of School/Association/Organization: Missouri and Georgia Main Street
Date(s) of Training/Conference: March 12, 2021 Location: Virtual
Is this course a stated requirement in your approved job description (yes or no): _____
Reason/Benefit of Course or Conference: Training hours for Georgia Main Street accreditation

The City Manager will determine if there is a need for training or travel and have final approval.

I, Shannon Gordon, understand that if I attend any school or training in which the City of Villa Rica pays any fee(s) that I will be responsible for completion of all course work or training. If I do not complete or withdraw for any reason, I will be responsible for reimbursement to the City through payroll deduction. The full amount charged to the City for any withdrawals or no shows will be my responsibility.

Note: The City will pay for the first administration of any exams required to meet any certifications that are a requirement of your employment.

By signing below, I state that I have read and acknowledge this statement.

<u>Shannon Gordon</u> 3/16/21 Employee Signature Date <u>[Signature]</u> 3.16.21 Supervisor Signature Date <u>[Signature]</u> 3-16-21 Budget Approval (Finance) Date	<u>[Signature]</u> 3.16.21 Department Head Signature Date <u>[Signature]</u> 3-17-2021 City Manager Date
---	---

If travel is required, Part II should be attached to this form with supporting information (agenda, hotel information, etc.) before approval by Department Head, Finance, and City Manager.

Employee is responsible for...submitting the Training & Travel request and verifying that all necessary arrangements have been made before they depart.

Departments are responsible for...completing travel arrangements, including training registration and hotel reservations.

Finance Department is responsible for...paying any travel advances (per diem, mileage), as well as preparing other payments, as needed.



CITY OF VILLA RICA
REQUEST FOR TRAINING & TRAVEL – PART I

Name: Janet Chumley Dept: Main Street
Course or Conference Title: GEDA 2021 Spring Workshop
Name of School/Association/Organization: Georgia Economic Developers Assoc.
Date(s) of Training/Conference: May 19-21, 2021 Location: Lake Lanier Islands
Is this course a stated requirement in your approved job description (yes or no): yes
Reason/Benefit of Course or Conference: To further my growth and knowledge of economic development

The City Manager will determine if there is a need for training or travel and have final approval.

I, Janet Chumley, understand that if I attend any school or training in which the City of Villa Rica pays any fee(s) that I will be responsible for completion of all course work or training. If I do not complete or withdraw for any reason, I will be responsible for reimbursement to the City through payroll deduction. The full amount charged to the City for any withdrawals or no shows will be my responsibility.

Note: The City will pay for the first administration of any exams required to meet any certifications that are a requirement of your employment.

By signing below, I state that I have read and acknowledge this statement.

[Signature] 3.18.21
Employee Signature Date

[Signature] 3-18-21
Supervisor Signature Date

[Signature] 3-18-21
Budget Approval (Finance) Date

[Signature] 3.18.21
Department Head Signature Date
[Signature] 3-18-2021
City Manager Date

If travel is required, Part II should be attached to this form with supporting information (agenda, hotel information, etc.) before approval by Department Head, Finance, and City Manager.

Employee is responsible for...submitting the Training & Travel request and verifying that all necessary arrangements have been made before they depart.

Departments are responsible for...completing travel arrangements, including training registration and hotel reservations.

Finance Department is responsible for...paying any travel advances (per diem, mileage), as well as preparing other payments, as needed.

REQUEST FOR TRAINING & TRAVEL - PART II

Finance Department

Purchase Order #:	
Date Check Needed:	

Name	Janet Chumley
Department	Main Street

ZIP Code of Training/School	30518
IRS M&IE Rate	

Training/School Schedule	2021 GEDA Spring Workshop
--------------------------	---------------------------

	Date (xx/xx/xxxx)	3/18/2021	3/20/2021	3/21/2021	3/21/2021	3/21/2021	Totals	Per Diem Total
Line 1	Day of Week (e.g. Monday)	Tuesday	Wednesday	Thursday	Friday			
Line 2	Breakfast	\$13	\$13	\$13	\$13		\$ 52.00	
Line 3	Lunch	\$15	\$15	\$15	\$15		\$ 60.00	
Line 4	Dinner	\$27	\$27	\$27	\$27		\$ 108.00	\$220.00
Line 5	Lodging	\$189	\$189	\$189	\$89		\$ 655.71	
Line 5	Registration	\$275.00					\$ 275.00	
Line 5	Other fees (parking, wifi, gas)	\$ -	\$ -	\$ -			\$ -	
	Estimated Miles (mapping)	78.2			78.2		156.4	Rate Per Mile
Line 6	Mileage Expense (POV Only)	\$43.72	\$ -		\$43.72		\$87.55	\$ 0.560
	Estimated Cost (lines 1-6)				\$ -			

NOTES:

**Hotel and Registration fees were paid with Pcard (\$930.71). A check should be issued to Janet Chumley for Mileage and per diem for \$307.55

Total Travel Advance

\$307.55

Georgia Economic Developers

Association, Inc.

75 Fifth St., NW, Suite 1200

Atlanta, GA 30308 US

kshea@georgia.org



BILL TO

Miss Janet Chumley

SALES RECEIPT 6138

DATE 03/17/2021

**PMT METHOD QuickBooks Payments -
Credit Card**

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Spring Workshop Member Early Full Registration	Spring Workshop Member Early Full Registration (Janet Chumley)	1	275.00	275.00

GEDA 2021 Spring Workshop: 5/19/2021

TOTAL 275.00

TOTAL DUE \$0.00

Paid w/ p card

Your Reservation

pd w/ p card

Confirmation Number:

Janet Chumley #578196750

Dates Of Stay:

May 18, 2021 - May 21, 2021

✓ Legacy Lodge King Room - 1 room

\$ 567.00

 3 nights  2 adults

Subtotal

\$ 567.00

Code:210519GEDA

Taxes

\$ 88.71

Total

\$ 655.71

[View Tax Breakdown](#)

Cancellation Policy:

Modifications allowed only before cut off date

See [Terms & Conditions](#) and [Privacy Policy](#)

Guest Information

Janet Chumley

jchumley@villarica.org

16782157488

UNITED STATES

Payment Method

Visa ending in 5837

GA, US



Agenda Item: _____

CITY OF VILLA RICA
City Council Meeting
Agenda Item Cover Sheet

SUBJECT: 2021 Community Development Grant Disbursement-Thomas A. Dorsey Birthplace Festival

AGENDA DATE: 3.22.21

DATE PREPARED: 4.13.21

PREPARED BY: Janet Chumley

AMOUNT: \$ 10,000.00

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: The Thomas A. Dorsey Birthplace Festival is requesting \$10,000 for the 2021 Thomas A. Dorsey Birthplace Festival to be held Saturday, June 26th from 3 pm – 9 pm at The MILL Amphitheater.

STAFF RECOMMENDATION: Staff recommends awarding the 2021 Villa Rica Community Development Grant to the Thomas A. Dorsey Birthplace Festival to be held Saturday, June 26th from 3 pm – 9 pm at The MILL Amphitheater in the amount of \$10,000.

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 awarding the 2021 Villa Rica Community Development Grant to the Thomas A. Dorsey Birthplace Festival to be held Saturday, June 26th from 3 pm – 9 pm at The MILL Amphitheater in the amount of \$10,000.



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) Compliancy

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: Thomas A. Dorsey Birthplace and Gospel Heritage Festival, Inc
Contact Person (if different than above): Shirley M. Marchman - Eric L. Ayers
2. Mailing Address: 571 West Bankhead Hwy Villa Rica, GA 30180
3. Telephone Day: 678-697-7684 (Eric) Evening: 770-546-1971 (Shirley)
4. Email: profese@bellsouth.net 5. FAX (optional): _____
6. Date of Tax-Exempt Number and date of Incorporation in Georgia: May 15, 2010 / May 20, 1993
7. Number of Years in City of Villa Rica: 27 years
8. Have you ever received funds from the City of Villa Rica? yes If Yes, most recent funding amount? \$10,000
Were there any residual funds at the completion of the project? no If Yes, how much? _____

Section B: Project

1. Project Title: Thomas A. Dorsey Music Festival
2. Scheduled Start and End Dates: June 26, 2021
3. Hours of Operation Each Day: All day
4. Amount Requested: \$10,000 5. Funds Disbursement Date: June 1, 2021

Section C: Certification

<u></u>	<u>March 22, 2021</u>
Signature of Authorized Official/Individual	Date
<u>Eric L. Ayers</u>	<u>President, Board of Directors</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
Parking	
Security	
Food	
Service Park & Rec setup/breakdown \$25x16hours	\$800
Entertainment	
Speakers	
Transportation	
Hotels	
Equipment rental:	\$375
Barriers	
City Employee Wages	
Security	
Tables	\$75
Tents	\$100
Chairs	\$15
Concession	

Sound System \$4,000

Fireworks \$4,000

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	\$9,475.00

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: \$ _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Items for Auction

AGENDA DATE:

DATE PREPARED: 02-08-21

PREPARED BY: Captain Shaddix

AMOUNT: N/A

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PURPOSE: Approval from council to sell items from a court order on an on-line auction.

BACKGROUND: A list of items is attached which have been removed from the evidence room per a court order and declared as abandoned property. The items are no longer needed as evidence and the owners could not be located or have declined to retrieve the property.

STAFF RECOMMENDATION: Sell the items using the on-line auction service govdeals.com

IMPACT: Reduce items placed in the evidence room that are no longer needed.

MOTION: I move to approve the selling of the items from the abandoned property order using govdeals.com.

ITEMS FOR AUCTION FROM EVIDENCE DISPOSAL

TOOLS/ETC:

- 1 – Allen Wrench
- 1 – Orange/Black Flathead Screwdriver
- 1 – Blue/Red Screwdriver
- 1 – Crowbar
- 1 – Yellow Dewalt Crowbar
- 1 – Blue/Yellow Estwing Crowbar
- 1 – Ace Hardware 24” Bolt Cutters

KNIVES/ETC:

- 1 – Black/Silver Sheffield Lockblade Pocket Knife
- 1 – Black Pocket Knife
- 1 – Black Case Penknife
- 1 – Black Handled Machete
- 1 – Blue Handled Machete
- 2 – Black Large Cold Steele Knife
- 1 – Bone Handled Knife
- 1 – Black Hatchet
- 1 – Cuisinart Kitchen Chef Knife

SPORTING GOODS:

- 3 - Skateboards
- 1 – Pair of Black Oakley Straight Jacket Sunglasses

SHOES:

- 1 – Gold/White Jordan Retro’s Size 13

Gaming Consoles and Devices:

- 1 – Xbox One S Console System and (1) Controller

Electronics:

- 1 - Samsung Home Theater System, Model HT-Z320
- 1 – Box Ecobee Room Sensors
- 1 – Nest Video Doorbell
- 1 – Honeywell WiFi Thermostat

MISCELLANEOUS:

- 1 – Red Automobile Safety Kit (First Aid Kit)



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Professional Services Agreement with Gilbert, Harrell, Sumerford & Martin Law Firm

AGENDA DATE: April 13, 2021
PREPARED BY: Tom Barber

DATE PREPARED: March 28, 2021

AMOUNT: \$5,000
FUNDING SOURCE: Water & Sewer Fund

GL ACCOUNT #: 505-4115-521200
BUDGETED ITEM? Yes

PURPOSE: To approve a professional services agreement with the law firm of Gilbert, Harrell, Sumerford & Martin.

BACKGROUND: During the last three years City staff and two engineering firms have attempted to locate an additional water source for the City. If successful, the City will also have to reobtain the right to use our projected population growth as we apply for the necessary withdrawal permit. Gilbert, Harrell, Sumerford & Martin employ Jud Turner, former director of the Georgia EPD. Mr. Turner is now available to assist cities like Villa Rica as they apply for operating permits related to water and sewer.

STAFF RECOMMENDATION: Staff recommends we engage Mr. Turner to assist in our quest for water independence.

IMPACT: Engaging the former EPD Director should save the City a significant amount of both calendar time and staff time.

MOTION: I move to authorize the Mayor to engage Gilbert, Harrell, Sumerford & Martin for a flat fee of \$5,000 to assist us with the Georgia EPD.

GILBERT, HARRELL, SUMERFORD & MARTIN

A PROFESSIONAL CORPORATION
ATTORNEYS AND COUNSELORS AT LAW
777 Gloucester St., Suite 200 (31520)
Post Office Box 190
Brunswick, GA 31521-0190
TELEPHONE (912) 265-6700
FAX (912) 264-0244
www.gilbertharrelllaw.com

March 12, 2021

Tom Barber, City Manager
City of Villa Rica
571 W Bankhead Hwy
Villa Rica, GA 30180
tbarber@villarica.org

RE: Proposed Engagement for Legal Counsel related to Water Supply
Planning and Procurement

Dear Mr. Barber:

Please find herein my firm's proposal to provide the City of Villa Rica (the City) with legal counsel related to the City's long term water supply planning and procurement. Given the nature of the representation involved, legal and policy analysis required and threshold questions that require proper outreach to both the Georgia Environmental Protection Division (EPD) and the Metropolitan Atlanta North Georgia Water Planning District (MNGWPD), we would propose an initial engagement to assess the best options for securing long-term water supply for the City. Such an initial engagement will include review of existing long-term contracts for wholesale water supply from neighboring utilities, consideration of any other representations from the City to the MNGWPD regarding sources for long-term supply, outreach to EPD regarding the same and any other relevant policy considerations.

It is anticipated that the above-noted work will take between 4-6 weeks depending on the availability of key staff at MNGWPD and EPD for discussions. My standard hourly rate is \$500.00/hour, but I would propose that this initial assessment be handled on a flat fee project basis of \$5,000.00. While the duration of this initial engagement is anticipated to run about 4-6 weeks, structuring this initial engagement as a project fee will also avoid the need for no-cost extensions due to unanticipated scheduling challenges with schedules at EPD or MNGWPD. I would propose billing the City an initial \$2,5000.00 to start the engagement and \$2,500.00 thirty days later.

March 12, 2021
Page 2

After the completion of the initial engagement, should the City desire to retain our services for further legal counsel related to this matter, we can discuss the proper arrangement and scope at that time. Let me know if you have any question or concerns.

Should you have any questions, please do not hesitate to let me know. Otherwise, if you are agreeable to the terms of the proposed engagement, please sign below and return to me for my files. I look forward to the opportunity to work with you on this matter.

Sincerely,

/s/ Judson H. Turner

Judson H. Turner

AGREED AND ACCEPTED:

By: _____

Printed Name: _____
Please Print

Date: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Proposal with Dan Reuter to Assist with Annexation and Related Services

AGENDA DATE: April 13, 2021

DATE PREPARED: March 29, 2021

PREPARED BY: Tom Barber

AMOUNT: \$75 per hour

GL ACCOUNT #: 100-1320-521200

FUNDING SOURCE: General Fund

BUDGETED ITEM? No

PURPOSE: To approve a proposal from Dan Reuter to assist the City with annexation, land acquisition, infrastructure development, economic development, and related services.

BACKGROUND: Dan Reuter worked for the Atlanta Regional Commission for 17 years and now assists cities and counties as they plan and grow. Prior to his time at ARC he was the director of planning in Douglas County and while at ARC he created and managed the LCI program. Dan is uniquely qualified to help staff consolidate and implement some of the ideas contained in our various planning documents. Think RSVP, Comp Plan, Gold Nugget Plan, three TADs, a second industrial park, Rural Zone, LCI, transportation study, SPLOST project lists, Carroll Tomorrow's five-year plan, etc.

Staff has created a list of over 3,000 residential units currently under consideration by developers and builders. Such growth could take our population to 25,000 and our utility system to 9,000 accounts during the next decade. The City needs to prepare for and manage this growth but can only do so with the assistance of someone with Dan's experience and availability.

STAFF RECOMMENDATION: Staff recommends approval of the attached proposal to provide staff with an experienced project manager who can not only help us dream, plan, prioritize, and design but to also recruit, fund raise, annex, acquire, redevelop, improve, build, attract and grow.

IMPACT: Adding Dan to our team will give us someone who can actually focus on the implementation of our plans during the next decade.

MOTION: I move to authorize the Mayor to execute the proposal with Dan Reuter and RSI, Inc. for a rate \$75 per hour.



GROWTH VISION AND IMPLEMENTATION

Professional Services Proposal

RSI Contact Information:

Dan Reuter, FAICP

1377 Scott Blvd.

Decatur, GA 30030

Phone: 404-229-3734

Email: contact@danreuter.com

RSI, Inc

City of Villa Rica Growth Vision and Implementation Services

March 3, 2021

Chris Montesinos, AICP, CME
Deputy Director of Community Development
City of Villa Rica
571 West Bankhead Highway
Villa Rica, GA 30180

Dear Chris,

Thank you for the opportunity to meet with you and Tom Barber. I am providing this short proposal for professional services from Reuter Strategies, Inc. (RSI). In anticipation of developing this proposal, RSI undertook a review of available documents including the City of Villa Rica 2018 Comprehensive Plan, Carroll County Long Range Transportation Plan and Water/Sewer updates. I anticipate a scope of services document will be reviewed with City of Villa staff to ensure issues and needs are addressed adequately. I also recommend an annual report be prepared to document the steps undertaken and process. The services provided will include the following:

1. Represent the City of Villa Rica's interests and coordinate as directed with property owners, city staff and others to complete scope of services effectively.
2. Provide support for City anticipated actions as needed to achieve area economic goals.
3. Work with City Manager to provide strategic planning support to the City of Villa Rica.

I believe my experience and knowledge can support the City of Villa Rica well during 2021. I am proposing a fee of \$75 per hour and recommend a minimum budget based on 8 hours per week or \$2,400.00 per month. Expenses for copying or materials will be reimbursed with prior approval. I will manage as necessary a team to provide deliverables as needed. With prior City approval, I will hire additional support or assistance market data, mapping or other services as needed.

I am looking forward to working with the City of Villa Rica. If I can provide any additional information, please let me know.

Dan Reuter, President, RSI, Inc.
1377 Scott Blvd
Decatur, GA 30030
Email: contact@danreuter.com
Telephone: 404-229-3734
www.danreuter.com
<http://linkedin.com/in/dan-reuter-067a4311>

Experience

Reuter Strategy (RSI) is ideally suited to provide professional services to support the City of Villa Rica. As President of RSI, I have 30 years of local government and regional planning experience in Georgia. As a former Douglas County Planning Director and Manager of the Community Development Division at the Atlanta Regional Commission (ARC) I have an excellent knowledge of west Georgia, metro Atlanta and the City of Villa Rica.

I led the creation of the Livable Centers Initiative (LCI) program in 1999 and managed its implementation until 2016. Dan has extensive experience and familiarity with all aspects of comprehensive planning, transportation planning, community engagement, downtown development, local government operations and funding models. I continue to serve as a national leader with the American Planning Association (APA) participating on the Legislative and Policy Committee for over 15 years.



During the past 5 years, RSI led a public-private partnership organization focused on Peachtree DeKalb Airport and coordinated economic growth for the cities of Brookhaven, Chamblee, Doraville and Dunwoody known as the Peachtree Gateway Partnership (PGP). Through the PGP, Dan led the formation of the Chamblee Doraville Community Improvement District (CID).

The Chamblee Doraville CID development required creating a database of contacts and receipt of the required affidavits for participation of owners. Communication materials, video and website supported the meetings and engagement of commercial owners to participate in the CID. RSI completed an LCI Study in 2017 for the City of Ball Ground in Cherokee County. RSI has supported community planning in the City of Monroe through the Downtown Development Authority and the City of Statesboro, Georgia to receive an award for the America's Best Communities.



The City of Villa Rica has all the attributes needed to be among the best examples of a Georgia city with an urban setting. A focus on expansion of job centers, creating more downtown amenities, safe paths for pedestrians, expansion of utilities and addressing traffic concerns will ensure the City of Villa Rica becomes more livable for residents and visitors.

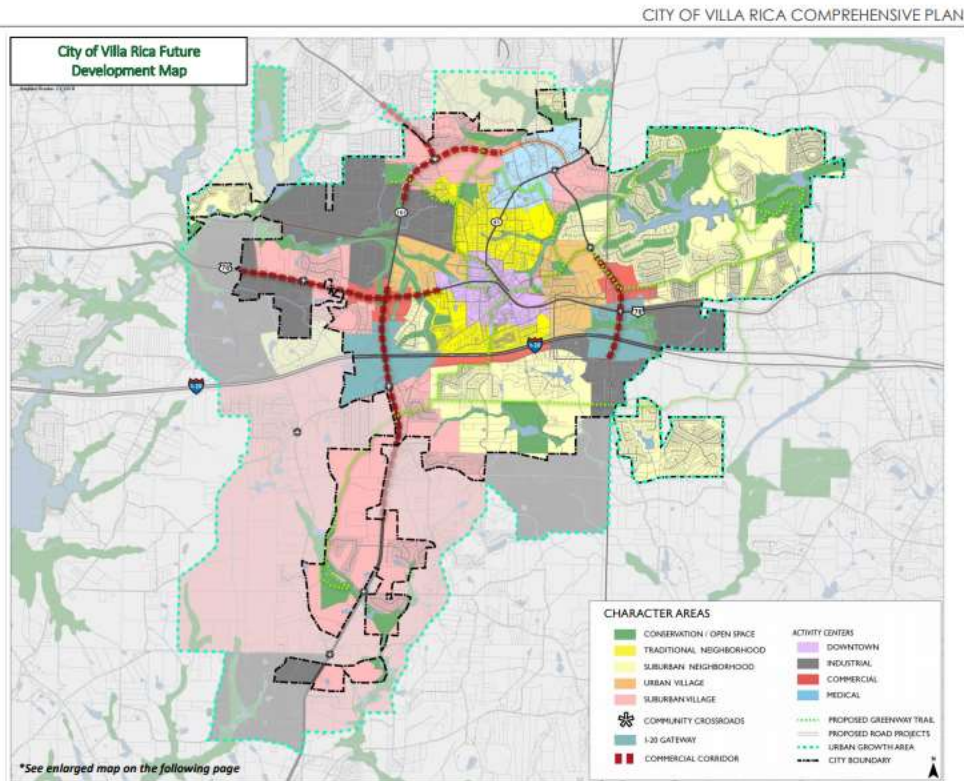
Growth Vision

A 10-year update and vision for growth and expansion of the City limits will achieve key community and economic outcomes. A 2031 vision will provide a guidepost and basis for implementation actions. Master planning and developing large scale multi-phased industrial parks require complex entitlement and land planning issues. While there is not anticipation of undertaking a formal comprehensive plan update, the City of Villa Rica can outline goals of integrating various growth and funding efforts as described through the actions below.

1. Interview City of Villa Rica and Carroll County leaders, (as appropriate).
2. Consider impact of TIP and SPLOST projects and funds.
3. Understand anticipated TAD funded projects.
4. Document key Carroll and west Georgia growth projections, economic conditions and comprehensive plan goals.
5. Integrate key outcomes and goals from the LCI study underway, Long Range Transportation Plan and PATH elements.
6. Develop communication documents and implementation steps, (as appropriate).
7. Understand importance of city expansion/annexation and TAD plans.

City of Villa Rica Growth Vision and Implementation Services

8. Develop vision based on existing and new city policy direction.
9. Seek to integrate necessary goals and elements to attain broad city and county support.



Implementation

1. Establish protocol and communication process for engagement of owners and receive concurrence from City staff.
2. Undertake engagement with property owners in directed areas of Carroll County and Villa Rica.
3. Create a process with City of Villa Rica team to advance expansion/annexations.
4. Support development of TAD information and infrastructure needs.
5. Support City to undertake strategic implementation of 2031 Growth Vision.
6. Understand TAD and development models including City of Acworth, City of Braselton/Jackson County, City of East Point and City of Forest Park (Gillem Logistics Center), etc.

Communication Process

1. Develop database and spreadsheet of target property ownership contacts, annexation support and acquisition information.
2. Provide engagement plan and materials for achieving annexation goals including when necessary positive promotional materials.

City of Villa Rica Growth Vision and Implementation Services

3. Undertake meetings with owners and actions to advance city annexation.
4. Support process for city purchases through direct engagement of owners.
5. Provide professional support to achieve acquisitions.

Annexation Process

1. Determine specific method and required components.
2. Manage contacts and owner database.
3. Receive necessary owner support and documents.

TAD Process

1. Establish critical path for TAD adoption in 2022. What is the timeline and specific needs.
2. Develop/support, as needed, process for purchasing, holding and transferring property to final use as industrial or mixed-use development.

Timeline

1. Develop a framework and timeline – March 2021.
2. Engage needed support and partners with city and county leadership, Carroll Tomorrow, Chamber of Commerce, Georgia Power – April 2021.
3. Create overview and deliverables which describe the vision for the city growth – May 2021.
4. Ensure any required planning related actions, comprehensive plan, etc. are supportive of the city expansion approach – June 2021.
5. Undertake communication and engagement with property owners, city leadership and other involved persons to advance the expansion and acquisition – July – December 2021.

Team Approach

RSI has tremendous experience in all aspects of transportation and land use planning, economic development, downtown development, infrastructure funding, design and construction, zoning, real estate and development. Where necessary RSI will involve or acquire additional legal, graphical or design services to supplement the services provided.

RSI is very focused on plan implementation and the future success for the City of Villa Rica! Dan has extensive experience within local governments, regional agencies as well as national credentials and contacts that will be supportive of the services needed for the City of Villa Rica.

RSI will seek to actively participate, and lead with the City staff, in seeking goals that serve the community and property owners through responsible and professional stewardship. RSI will invest time and resources to make an impact in the City of Villa Rica.

City of Villa Rica Growth Vision and Implementation Services

The most successful cities and urban centers have a resident population living in the core. Downtown residents as well as area workers provide a regular and consistent source of revenue for businesses. Creation of new jobs for a growing workforce and city residents allow successful restaurants or other businesses downtown to thrive. Therefore, understanding the City of Villa Rica's willingness to pursue various development models as well as the sites or ability to locate new development in the area is a key aspect of implementation.

RSI will continuously evaluate the real estate market and overall economic analysis of the study area. The use of regional and national data, real estate data, information from Carroll County public sources as well as interviews with area developers or business owners to evaluate information produced from other entities. The consultant will also use the professional evaluations to outline the potential for market growth or diversification as a result of alternative development choices, zoning strategies, marketing or infrastructure choices.

Models for Consideration

Gillem Logistics Center

<http://gillemlogisticscenter.com/>

Jackson Economic Alliance

<https://jacksonalliance.com/>



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

Agenda Item: _____

SUBJECT: 2021 Professional Services Agreement with RCS Productions, Inc.

AGENDA DATE: April 13, 2021

DATE PREPARED: March 29, 2021

PREPARED BY: Janet Chumley

AMOUNT: \$75,900.00

GL ACCOUNT #: 100-7550-523880

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: Approval of a professional services agreement with RCS Productions, Inc. of Dunwoody, Georgia.

BACKGROUND: Main Street plans to host five major events at The Mill Amphitheater during the 2021 season that would require a professional sound and lighting package:

1. Summer Concert #1 on Saturday, June 12th
2. Thomas A. Dorsey Birthplace Festival Saturday, June 26th
3. Summer Concert #2 Saturday, July 24th
4. Summer Concert #3 Saturday, August 7th
5. Gold Rush Summer Concert #4 Friday, September 10th

In previous years the Main Street staff have bid out the sound and lighting equipment and selected and negotiated each entertainment agreement. This has resulted in objections about vendor selection, bid specifications, ancillary expenses, and overall budget considerations. Outsourcing these services to an experienced production company will allow the City to share in RCS' economies of scale. We will benefit from the vendor's network of entertainers and equipment providers and take advantage of their knowledge of competing venues around the State of Georgia.

NOTE: The 2021 City Council approved budget for Main Street contract labor/programs is \$89,500.00. The proposed agreement does not include meals or hotel rooms.

STAFF RECOMMENDATION: Staff recommends we engage RCS Productions, Inc. to provide sound, lighting, and entertainment for the five major events in 2021 for an amount not to exceed \$89,500.00.

IMPACT: Outsourcing these responsibilities will allow us to improve the quality of the five major public events for 2021.

MOTION: I move that we authorize the Mayor to execute an agreement with RCS Productions, Inc. of Dunwoody, Georgia to provide sound and lighting equipment, setup, and entertainment for five events in 2021 for an amount not to exceed \$89,500.00.



CONTRACT

2312 Peachford Road
Dunwoody GA 30338
770 306 9155 / 770 306 9157 Fax
stephen@rcsproductions.com
www.rcsproductions.com

TODAYS DATE: March 22, 2021

By Mutual Agreement RCS Productions, herein referred to as PRODUCER has engaged the services of

ARTIST: Various

EVENT: City of Villa Rica Summer Concert Series

2021 EVENT DATES:

Date	Artist(s)	Concert Cost
Saturday June 12, 2021	Sister Hazel	\$16,250.00
Saturday July 24, 2021	The Dazz Band	\$15,000.00
Saturday August 7, 2020	Queen Nation	\$12,000.00
Friday September 10, 2020	7 Bridges Road	\$7,350.00

VENUE: The Mill Amphitheater

PERFORMANCE TIME: 8:00PM (9.10 is 7:30pm)

PURCHASER: City of Villa Rica

REPORT TIME TBA

CONTACT: Janet Chumley

RIDER ATTACHED Yes

MOBILE: 678.785.1092

TICKET SCALING N/A

FEE: \$50,600.00 **TO BE PAID IN THE FOLLOWING MANNER**

DEPOSIT: \$25,300.00 **DUE:** April 23, 2021

PAYABLE TO: RCS PRODUCTIONS

BALANCE: \$25,300.00 **DUE:** July 24, 2021

PAYABLE TO: RCS PRODUCTIONS

TO BE PAID IN FULL RAIN OR SHINE

ARTIST TO SUPPLY: Artist & Artist Travel & Backline Gear

RCS PRODUCTIONS TO SUPPLY: Sound, Lights, Stagehands, S&L Techs, Trucking, on site production/show coordinator, Backline for Dazz Band & Queen Nation

PURCHASER TO SUPPLY: Stage, Power, Permitting, Artist Accommodations (Dazz, Queen Nation & 7 Bridges) Hospitality, & Green room.

PURCHASER: City of Villa Rica

NAME: Gil McDougal

AGENCY/PRODUCER: RCS PRODUCTIONS

NAME: Stephen Moore

x _____ **DATE** _____

ADDRESS:

571 W Bankhead Highway
Villa Rica, GA 30180

x _____ **DATE** _____

ADDRESS:

2312 Peachford Road Suite A
DUNWOODY GA 30338
770-306-9155 ext. 101

ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER agrees to furnish at its sole cost and expense a suitable place for Performance as indicated below
 - ☐ Indoors, with properly lighted, climate controlled area along with appropriate staging and electrical power as per PERFORMER'S technical requirements.
 - ☐ Outdoors, with grounded performance area/stage with appropriate cover from the elements and electric power as per the PERFORMER'S technical requirements.
 - ☐ Check here if RCS PRODUCTIONS. is providing staging under a separate contract and PURCHASER's obligation to provide a place for the Performance does not include providing the stage itself.
- 2.. PURCHASER agrees to provide all spaces, ballrooms, show sites and other areas deemed necessary by PRODUCER or PERFORMER for the Performance in order that equipment setup, rehearsals, and sound checks can be accomplished without disturbing business meetings or any other events that may be occurring near the location of the Event. Any venue power charges will be paid in full by PURCHASER.
3. PURCHASER agrees to pay PRODUCER the Fee set forth above. PURCHASER further agrees to pay any and all federal, state, and local taxes and fees in any way related to the Performance, Event, or this Agreement, and to obtain all necessary licenses required in relation to the Event or Performance. PURCHASER agrees to provide general liability, all hazards insurance coverage related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, auto liability insurance related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, and workers compensation insurance in amounts not less than required by law. PURCHASER agrees to provide proof of such insurance in a form satisfactory to PRODUCER not less than 15 days prior to the Performance and if PURCHASER fails to do so, PRODUCER may terminate this Agreement or purchase such insurance coverage and in such event, PURCHASER shall be responsible for any and all advertising and promotion of the Event and Performance, and shall not advertise or use PERFORMER's name, logo(s) or other intellectual property without having first obtained the written consent of PERFORMER. PURCHASER shall not disclose that PERFORMER will be performing as set forth herein, or the time, date, or place of PERFORMER'S Performance until consented to, in writing, by PRODUCER.
4. PURCHASER agrees to procure and pay for all necessary licenses and consents for the performance of the musical compositions played by PERFORMER, including but not limited to any and all clearances and licenses from ASCAP and BMI. PURCHASER further agrees to indemnify and hold PRODUCER harmless from and against any and all claims, damages, costs, expenses and attorney's fees of any nature arising out of or related to PURCHASER'S failure to procure any such licenses or consents. PURCHASER shall provide security as may be required by PRODUCER or PERFORMER during the Performance and during the setup and tear down associated with the Performance.
5. PURCHASER agrees that no part of the Performance shall be recorded, reproduced, or transmitted in any manner or by any means whatsoever in the absence of a specific written agreement with PRODUCER and PERFORMER relating to and permitting such recording, reproduction or transmission.
6. PRODUCER agrees to contract with the PERFORMER for a performance as described in this Agreement (the "Performance"), which shall occur as a part of the event described above in this Agreement (the "Event"). PRODUCER shall at all times have complete control and supervision over the services of its personnel and contractors as well as the details of the Performance to fulfill the requirements of this Agreement. PRODUCER reserves the right to make reasonable adjustments to the Performance time, including but not limited due to inclement weather, unexpected delays, circumstances outside of PRODUCER's control and delays caused or contributed to by the PERFORMER. In the event PRODUCER is unable for any reason to contract with the PERFORMER for the Performance under terms acceptable to PRODUCER or is unable to cause the Performance to occur, PRODUCER may terminate this Agreement and refund PURCHASER's deposit and PRODUCER shall thereafter have no further liability or obligation under this Agreement. PRODUCER is not responsible for any portion of the Event other than procuring the Performance by Artist as set forth in this Agreement.
7. To the extent of Georgia State Law, PURCHASER agrees to protect, defend, release, indemnify and save PRODUCER harmless from and against any and all expenses, claims, demands and causes of action of every kind and character arising in favor of any person or entity, including employees and contractors of either of PURCHASER and PRODUCER, in any way related to personal injuries or death, damages to property or any other damages or claims of any kind or nature arising out of, incident to, or resulting directly or indirectly from any act or omission of PURCHASER or any of its employees, contractors, or agents.
8. It is expressly agreed the RCS PRODUCTIONS., herein acts herein as PRODUCER and is not responsible for any acts or omissions on the part of any of PURCHASER, PERFORMER, or any of either of their employees, contractors, or agents.
9. To the extent of Georgia State Law PURCHASER agrees to be responsible for and hold PRODUCER harmless with respect to any injury, cost or damage to PERFORMER, PERFORMER's property, or any person or property of any employee, agent or contractor of PERFORMER if caused in whole or in part by any of PURCHASER, PURCHASER'S guests, employees or contractors.
10. This Agreement may not be terminated by PURCHASER, and if PURCHASER does attempt to or in fact terminates this Agreement, PURCHASER will forfeit the deposit and shall immediately pay PRODUCER the balance of all amounts owed under this Agreement. In the event PURCHASER fails to pay any amounts owed when due under this Agreement, PURCHASER shall owe interest on such amounts at 18% per annum or the maximum amount by law, whichever is lesser, along with all PRODUCER's attorney fees, costs and expenses which PRODUCER may incur. In addition, PRODUCER may cancel the Performance and shall have no further obligations of any nature under this Agreement in the event PURCHASER fails to pay PRODUCER in full all amounts owed at the times set forth in this Agreement and under the terms of this Agreement. In the event PURCHASER in any way breaches this Agreement or defaults in any obligation, PRODUCER may at any time and without any notice to PURCHASER elect to cure such breach or default and PURCHASER agrees to reimburse PRODUCER for the cost of any such cure plus an administrative fee of 15% of the cost of such cure immediately upon receipt of an invoice thereof from PRODUCER.

11. In the event of inclement weather, or any force majeure on or before the performance date where PURCHASER determines NOT to present Performance or PERFORMER deems it unsafe to PERFORMER or PERFORMER's employees, contractors, agents or equipment, PRODUCER shall nevertheless be paid the full Fee set forth herein, provided PERFORMER is present and ready to perform at the designated time as specified in the contract, unless an alternate "rain date" has been negotiated and provided. PERFORMER's obligations are subject to delay, obstruction or prevention by any cause beyond PERFORMER's reasonable control. In such case, there will be no claim for damages by either party, and except in the circumstances set forth above when the full Fee is still payable to PRODUCER, any other cancellation of the Event by PERFORMER will result in the deposit being refunded in full to PURCHASER or a comparable PERFORMER will be provided by PRODUCER upon PURCHASER approval.

12. This Agreement may not be assigned or transferred by PURCHASER without the prior written consent of PRODUCER. This Agreement may be assigned or transferred by PRODUCER without the consent of PURCHASER. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Georgia, regardless of place of performance. Venue and jurisdiction for any lawsuits arising from or relating to this Agreement shall be in Henry County, Georgia, or the federal district court for the Northern District of Georgia. This Agreement may not be altered or amended except in writing and signed by all the parties hereto. This Agreement, including but not limited to the initial page entitled "Contract", these Additional Terms and Conditions and any additional written Rider or other attachment(s) (collectively the "Agreement") constitute the entire agreement of the parties hereto. This Agreement represents the jointly bargained for agreement of the parties and no presumption or rule in favor of or against either party shall apply to any term or provision of this Agreement on the basis of that party having been deemed to have drafted such term or provision.

13. In the event any of the terms of this Agreement conflict, the terms of any Rider or other attachment shall control, and if there are multiple Riders or attachments, they shall govern based on their dates, with the most recent Rider or attachment governing over any earlier Riders or attachments; thereafter, the Additional Terms and Conditions shall control; and thereafter the initial page entitled "Contract" shall control.

14. PURCHASER's sole and exclusive remedy for any breach of any of the terms of this Agreement by PRODUCER shall be the return of some or all of the Fee paid by PURCHASER to PRODUCER under this Agreement (the "Purchase Price"), and under no circumstances shall PRODUCER have any liability to PURCHASER, whether under this Agreement or otherwise, which exceeds the amount of the Purchase Price. PURCHASER specifically waives and agrees that PRODUCER shall, under no circumstances, be liable to PURCHASER for any special, direct, indirect, consequential, punitive, exemplary, lost profits or other damages.

15. The parties agree that in the event this Agreement is terminated by PURCHASER or due to PURCHASER's breach of any of the provisions of this Agreement, that the damages that PRODUCER would incur are difficult to estimate, and that PURCHASER's obligation to pay all amounts owed to PRODUCER under this Agreement is not a penalty but is liquidated damages, which represent a reasonable estimate of the damages PRODUCER would have incurred. In the event PRODUCER uses an attorney to enforce any of the terms of this Agreement, PURCHASER agrees to pay all of PRODUCER's attorney's fees, costs, and expenses.

16. All ~~indemnification provisions~~, warranty provisions, and all other provisions contained in this Agreement which, by their terms, may extend beyond the termination, rescission, or revocation of this Agreement shall survive the termination, rescission, or revocation of this Agreement. The parties hereto agree that in the event any provision of this Agreement is deemed illegal or unenforceable by any court or tribunal of competent jurisdiction then such provision shall be deemed not to be a part of this Agreement and shall be deemed to be automatically modified and reformed so as to comply with any applicable law and so as to carry out the intent of the parties hereto to the greatest extent possible; however, if such modification is not possible, then such provision shall be deemed to be void and stricken in its entirety from this Agreement, with all other remaining provisions of this Agreement remaining in full force and effect. The waiver by PRODUCER of any breach or default by PURCHASER shall not constitute or be construed as a waiver of any subsequent breach or default of the same or any other provision hereof. Any captions or head notes herein are intended for convenience and for reference purposes only and shall in no way define or limit the scope or intent of this Agreement or any portion thereof. Nothing contained in this Agreement shall be deemed to create any contractual or third party beneficiary relationship between any parties other than PRODUCER and PURCHASER. PRODUCER shall have the right to terminate this Agreement and be paid in full all amounts owed under this Agreement if Purchaser becomes insolvent or bankrupt or makes an assignment of the benefit of creditors.

17. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. The parties hereto stipulate that facsimile signatures shall be deemed originals.

18. Any notice which may be required or permitted to be given under any provisions to this Agreement shall be deemed to have been duly given upon the earlier of (i) 5 days after deposit in the U.S. mail by registered or certified, postage prepaid, or (ii) actual receipt by confirmed facsimile, hand delivery or overnight delivery services, to the PRODUCER or PURCHASER at their respective addresses indicated in this Agreement, or if none is indicated, to the last known address for such party.

PURCHASER, in signing this Agreement, which includes but is not limited to the Additional Terms and Conditions set forth above, acknowledges PURCHASER's authority to do so and assumes liability for the terms and conditions stated herein.

PURCHASER:

By: _____
Name: _____
Title: _____

In addition to the performance fee the purchaser agrees to provide the following at their cost to meet the contract requirements and insure a successful and enjoyable performance.

PRODUCTION SERVICES

Permitting

Power

RCS Productions is providing production services under a separate agreement

PARKING:

Access for Band and Crew Trucks.

SECURITY:

As per city

MERCHANDISING AREA:

Merch tent with tables and chairs and light for artist merch sales

Accommodations:

Purchaser to provide hotel accommodations at a Holiday Inn Express or similar quality property for Dazz Band (9) , Queen Nation (4) & 7 Bridges Road (5)

DRESSING ROOMS

Purchaser to provide private dressing room for Artist

HOSPITALITY:

Purchaser to provide meal and basic hospitality per Artist's rider to be advanced by RCS Productions

x _____
Gil McDougal – City of Villa Rica

x _____
Date



PRODUCTION SERVICES AGREEMENT

2312 Peachford Road Suite A
Dunwoody GA 30338
770 306 9155 / 770 306 9157 Fax
stephen@rcsproductions.com
www.rcsproductions.com

TODAYS DATE: March 23, 2021

CLIENT	VENUE	DETAILS
Gil McDougal City of Villa Rica, Ga 571 W Bankhead Hwy Villa Rica, GA 30180 770.459.7000	The MILL Amphitheater	Event Date(s): Below Load In Date: Day of Event(s) Load In Time: TBD Load Out Date: Day of Event(s) POC: Janet Chumley

The MILL 2021 Events

DESCRIPTION OF SERVICES

By Mutual agreement RCS Productions herein referred to as Producer will supply the following equipment & crew for the below mentioned engagement:

Sister Hazel – June 12th

Concert Set Up

VUE AL Line array PA with 2 outfills
M32 Console with iPad
32 – 40ft Truss on lifts
Eight (8) 200IP rated wash fixtures downstage
Four (4) Martin Profile movers & four (4) Martin wash movers (covered cases or the ground)
One (1) Lighting Desk
One (1) Audio tech
One (1) Lighting tech
One (1) Production coordinator
Four (4) Stagehands \$5000.00

Thomas A Dorsey Birthplace Festival June 26th

Festival Set Up

VUE AL Line array PA with 2 outfills
M32 Console with iPad
On stage monitor console
On stage audio system with Mics, Monitors, Stands, Cabling, DI & Distribution
32 – 40ft Truss on lifts
Eight (8) 200IP rated wash fixtures downstage & Downstage (on ground)
One (1) Lighting Desk
One (1) Drum Kit (no cymbals or snare)
One (1) SVT Bass Rig
One (1) Audio tech
One (1) Lighting tech
One (1) Production coordinator
Four (4) Stagehands \$6550.00

Dazz Band July 24th

Concert Set Up

VUE AL 8 line array PA with 2 outfills
2 side fills
M32 console with iPad
On stage monitor console
On stage audio system with Mics, Monitors, Stands, Cabling, Di & Distribution

Backline per DAZZ Band, Tech, Trucking
 32 – 40ft Truss on lifts
 Eight (8) 200IP rated wash fixtures downstage
 Four (4) Martin Profile movers & four (4) Martin wash movers (covered cases or the ground)
 One (1) Lighting Desk
 Two (2) Audio techs
 One (1) Lighting tech
 One (1) Production coordinator
 Four (4) Stagehands \$8000.00

Queen Nation August 7th

Concert Set Up

VUE AL 8 line array PA with 2 outfills
 2 side fills
 M32 console with iPad
 On stage audio system with Mics, Monitors, Stands, Cabling, Di & Distribution
 Backline per QUEEN NATION
 32 – 40ft Truss on lifts
 Eight (8) 200IP rated wash fixtures downstage
 Four (4) Martin Profile movers & four (4) Martin wash movers (covered cases or the ground)
 One (1) Lighting Desk
 Two (2) Audio techs
 One (1) Lighting tech
 One (1) Production coordinator
 Four (4) Stagehands \$6400.00

7 Bridges Road at the Gold Rush Days Festival September 10th

Festival Set Up

VUE AL Line array PA with 2 outfills
 M32 Console with iPad
 2 mics and wedges, cabling for acoustic support
 32 – 40ft Truss on lifts
 Eight (8) 200IP rated wash fixtures downstage
 Four (4) Martin Profile movers & four (4) Martin wash movers (covered cases or the ground)
 One (1) Lighting Desk
 One (1) Audio tech
 One (1) Lighting tech
 One (1) Production coordinator
 Four (4) Stagehands \$5250.00

FEE:	\$31, 400.00	TO BE PAID IN THE FOLLOWING MANNER
DEPOSIT:	\$15,700.00	DUE BY: 04.23.2021
PAYABLE TO:	RCS PRODUCTIONS	
BALANCE:	\$15,700.00	DUE BY: 07.24.2021
PAYABLE TO:	RCS Productions	
<u>PRODUCTION TO BE PAID IN FULL RAIN OR SHINE</u>		

ADDITIONAL REQUIREMENTS: Purchaser to provide:

Power & Electrical services
 Adequate security to insure safety of gear
 Include tech crew in any hospitality that is being provided to artist(s)

THE BELOW PERSON IS EIGHTEEN YEARS OF AGE OR OVER, AUTHORIZED TO ENTER INTO THIS AGREEMENT AND PERSONALLY GUARANTEES THE EXECUTION AND PAYMENT OF THE CONTENTS OF THIS CONTRACT.

**PURCHASER: City of Villa Rica
NAME Gil McDougal, Mayor
The MILL Amphitheater
571 W Bankhead Hwy
Villa Rica, GA 30180
770.459.7000**

**RCS Productions
2312 Peachford Road Suite A
Dunwoody GA 30338**

X _____ *Date* _____ X _____

THANK YOU FOR ALLOWING RCS PRODUCTIONS TO FULLFILL YOUR PRODUCTION NEEDS

ADDITIONAL TERMS AND CONDITIONS

1. PURCHASER agrees to furnish at its sole cost and expense a suitable place for Performance as indicated below
 - ☐ Indoors, with properly lighted, climate controlled area along with appropriate staging and electrical power as per PERFORMER'S technical requirements.
 - ☐ Outdoors, with grounded performance area/stage with appropriate cover from the elements and electric power as per the PERFORMER'S technical requirements.
 - ☐ Check here if RCS PRODUCTIONS. is providing staging under a separate contract and PURCHASER's obligation to provide a place for the Performance does not include providing the stage itself.
- 2.. PURCHASER agrees to provide all spaces, ballrooms, show sites and other areas deemed necessary by PRODUCER or PERFORMER for the Performance in order that equipment setup, rehearsals, and sound checks can be accomplished without disturbing business meetings or any other events that may be occurring near the location of the Event. Any venue power charges will be paid in full by PURCHASER.
3. PURCHASER agrees to pay PRODUCER the Fee set forth above. PURCHASER further agrees to pay any and all federal, state, and local taxes and fees in any way related to the Performance, Event, or this Agreement, and to obtain all necessary licenses required in relation to the Event or Performance. PURCHASER agrees to provide general liability, all hazards insurance coverage related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, auto liability insurance related to the Event and Performance with minimum limits of \$1,000,000.00 dollars, and workers compensation insurance in amounts not less than required by law. PURCHASER agrees to provide proof of such insurance in a form satisfactory to PRODUCER not less than 15 days prior to the Performance and if PURCHASER fails to do so, PRODUCER may terminate this Agreement or purchase such insurance coverage and in such event, PURCHASER shall be responsible for any and all advertising and promotion of the Event and Performance, and shall not advertise or use PERFORMER's name, logo(s) or other intellectual property without having first obtained the written consent of PERFORMER. PURCHASER shall not disclose that PERFORMER will be performing as set forth herein, or the time, date, or place of PERFORMER'S Performance until consented to, in writing, by PRODUCER.
4. PURCHASER agrees to procure and pay for all necessary licenses and consents for the performance of the musical compositions played by PERFORMER, including but not limited to any and all clearances and licenses from ASCAP and BMI. PURCHASER further agrees to indemnify and hold PRODUCER harmless from and against any and all claims, damages, costs, expenses and attorney's fees of any nature arising out of or related to PURCHASER'S failure to procure any such licenses or consents. PURCHASER shall provide security as may be required by PRODUCER or PERFORMER during the Performance and during the setup and tear down associated with the Performance.
5. It is expressly agreed that RCS PRODUCTIONS., herein acts herein as PRODUCER and is not responsible for any acts or omissions on the part of any of PURCHASER, PERFORMER, or any of either of their employees, contractors, or agents.
6. To the Extent Under Georgia Law PURCHASER agrees to be responsible for and hold PRODUCER harmless with respect to any injury, cost or damage to PERFORMER, PERFORMER's property, or any person or property of any employee, agent or contractor of PERFORMER if caused in whole or in part by any of PURCHASER, PURCHASER'S guests, employees or contractors.
7. This Agreement may not be terminated by PURCHASER, and if PURCHASER does attempt to or in fact terminates this Agreement, PURCHASER will forfeit the deposit and shall immediately pay PRODUCER the balance of all amounts owed under this Agreement. In the event PURCHASER fails to pay any amounts owed when due under this Agreement, PURCHASER shall owe interest on such amounts at 18% per annum or the maximum amount by law, whichever is lesser, along with all PRODUCER's attorney fees, costs and expenses which PRODUCER may incur. In addition, PRODUCER may cancel the Performance and shall have no further obligations of any nature under this Agreement in the event PURCHASER fails to pay PRODUCER in full all amounts owed at the times set forth in this Agreement and under the terms of this Agreement. In the event PURCHASER in any way breaches this Agreement or defaults in any obligation, PRODUCER may at any time and without any notice to PURCHASER elect to cure such breach or default and PURCHASER agrees to reimburse PRODUCER for the cost of any such cure plus an administrative fee of 15% of the cost of such cure immediately upon receipt of an invoice thereof from PRODUCER.
8. To the Extent under Georgia Law, PURCHASER agrees to protect, defend, release, indemnify and save PRODUCER harmless from and against any and all expenses, claims, demands and causes of action of every kind and character arising in favor of any person or entity, including employees and contractors of either of PURCHASER and PRODUCER, in any way related to personal injuries or death, damages to property or any other damages or claims of any kind or nature arising out of, incident to, or resulting directly or indirectly from any act or omission of PURCHASER or any of its employees, contractors, or agents.
9. In the event of inclement weather, or any force majeure on or before the performance date where PURCHASER determines NOT to present Performance or PERFORMER deems it unsafe to PERFORMER or PERFORMER's employees, contractors, agents or equipment, PRODUCER shall nevertheless be paid the full Fee set forth herein, provided PRODUCER is present and ready to perform at the designated time as specified in the contract, unless an alternate "rain date" has been negotiated and provided.

By: _____
Name: _____
Title: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: To Renew the Lease of the Old Library to Southeastrans for One Year

AGENDA DATE: April 13, 2021

DATE PREPARED: March 30, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a one-year renewal of Southeastrans' lease of the old library.

BACKGROUND: Southeastrans is constructing a 60,000 square foot office building in Villa Rica. In an effort to begin to relocate their workforce from Atlanta they entered into a two-year lease agreement with the City for the old library. They improved the interior of the building in lieu of rent and the City improved the parking lot. They would like to exercise their option to renew the lease for one-year.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT:

MOTION: I move to approve a resolution to renew the lease of the old library for one additional year upon the same terms and conditions and to authorize the Mayor and City Clerk to take the necessary steps to execute the lease renewal.

COMMERCIAL LEASE

THIS LEASE, made this 25th day of June, 2019, by and between CITY OF VILLA RICA, GEORGIA (hereinafter called "Landlord"); and SOUTHEASTTRANS, INC. (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:

All that tract or parcel of land lying and being in Land Lot 162 & 163 of the 6th District of Carroll County, Georgia, containing 1.0 acre, more or less, and being the property shown and delineated as Tract No. 6 on a survey entitled "Survey for Bank of Villa Rica", dated February 20, 1989, prepared by Vansant Turner Hughes & Associates, certified by Robert G. Vansant, Georgia Registered Land Surveyor No. 1760, a copy of which is recorded in Plat Book 35, page 223, Carroll County, Georgia, Public Real Estate Records, which survey and the record thereof are by reference incorporated herein.

and being known as 70 Horace Luther Drive, Villa Rica, Georgia. No easement for light or air is included in the Premises.

2. Term. To have and to hold the same for a term of two year(s) with a one year extension option, beginning on the 1st day of July, 2019, and ending on the 30th day of June, 2021, at midnight, unless sooner terminated as hereinafter provided.

3. Rental. Tenant agrees to pay Landlord, by payments to Landlord, at office of Landlord in Villa Rica, Georgia, promptly on the first day of each month in advance, during the term of this Lease, a monthly rental of \$1.00.

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 general office and call-center purposes 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, and exterior walls of the Premises (exclusive of all glass and exclusive of all exterior doors) and underground utility and sewer pipes outside the exterior walls of the Building, 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. Landlord further agrees to care for the grounds around the building, including the mowing of grass, paving, care of shrubs and general landscaping.

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 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.

9. [Intentionally Omitted]

10. 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 have the option to either terminate this Lease or restore Premises to substantially the same condition as before damage as speedily as practicable, whereupon full rental shall recommence.

11. Indemnity. Tenant agrees to indemnify and save harmless Landlord against all claims for damages to persons or property by reason of Tenant's use or occupancy of the leased Premises, and all expenses incurred by Landlord because thereof, including attorneys' fees and court costs.

12. Governmental Orders. Tenant agrees, at its 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.

13. 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.

14. Assignment and Subletting. 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.

15. 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.

16. Tenant's Default; Remedies. (a) 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 ten (10) 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), exercise any and all remedies, including, termination of 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.

(b) 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.

(c) Cumulative Remedies. All Landlord's rights and remedies under this Article are cumulative, and none will exclude any other right or remedy provided by law or any other provision of this Lease. All the rights and remedies may be exercised and enforced concurrently and whenever occasion for their exercise arises.

(d) Waiver of Breach. Landlord's waiving a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach.

17. Liability Insurance. Tenant, at its own expense, must provide and maintain in force during the lease term liability insurance in the amount of One Million Dollars (\$1,000,000.00), and the policy must name Landlord as an additional insured. Landlord, at its own expense, must provide and maintain in force during the lease term liability insurance in the amount of One Million Dollars (\$1,000,000.00) for the common areas, and the policy must name the Tenant as an additional insured.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

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

26. Notice and Address of the Parties. The notices required or permitted to be given hereunder shall be in writing and shall be (a) delivered personally, or (b) deposited into first class U.S. Mail, postage prepaid, by certified or registered mail, return receipt requested, or (c) sent by commercial overnight courier, charges prepaid, or (d) sent by telex, telecopier or facsimile. Any such notice shall be deemed to have been given when (A) delivered in hand to the addressee, or (B) three (3) days after its deposit in first-class U.S. mail certified mail, return receipt requested, postage prepaid, or (C) one (1) day after being delivered to a commercial overnight courier delivery service, for next day delivery, charges prepaid, or (D) upon confirmation of transmission, when sent by telex, telecopier or facsimile to the number specified below, and, in each case properly addressed. For purposes of this Paragraph 26, the respective addresses of the parties are as follows, unless hereafter changed by notice to the other:

Tenant: Southeastrans, Inc.
 Attn: Benjie Alexander
 4751 Best Road, Suite 300
 Atlanta, GA 30337
 Email Address: balexander@southeastrans.com

Landlord: City of Villa Rica
 Attn: City Manager
 571 West Bankhead Highway
 Villa Rica, Georgia 30180
 Facsimile No.: (770) 459-7003

It is hereby expressly understood and agreed that in the event any date on which notice is required to be made hereunder falls on a Saturday, Sunday or federal holiday, then the date on which such notice is required to be given or made hereunder shall, for all purposes, be deemed to be the next following business day.

27. 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.

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

29. 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.

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

(a) Prior to commencement of the Term, Landlord agrees to spend not more than \$100,000.00 to resurface and stripe the parking lot, build a dumpster pad, and ensure the HVAC, electrical system, water and sewer service are all functioning properly.

(b) Tenant, at its cost, agrees to build out the space, including ceiling and lighting, flooring, walls, and breakroom. The plans for such improvements shall be subject to Landlord's approval, which shall not be unreasonably withheld or delayed.

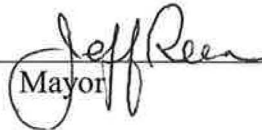
This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

[The following page is the signature page.]

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


Witness

CITY OF VILLA RICA, GEORGIA

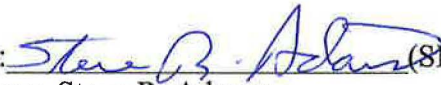
By:  (SEAL)
Mayor

Attest:  (SEAL)
Clerk

(City Seal)

SOUTHEASTTRANS, INC.


Witness

By:  (SEAL)
Name: Steve R. Adams
Title: President/CEO

Attest: 
Name: Benjie R. Alexander
Title: Chief Administrative Officer

(Corporate Seal)

RESOLUTION
CITY OF VILLA RICA

Resolution authorizing renewal of the lease agreement with Southeastrans, Inc. for the Old Library building located at 70 Horace Luther Drive for one year

WHEREAS, a commercial lease was approved by the Villa Rica City Council on June 25, 2019 between the City and Southeastrans; and

WHEREAS, the agreement provides for a single one-year extension option (July 1, 2021- June 30, 2022); and

WHEREAS, Southeastrans has notified the City of their desire to exercise renewal option provided in the lease agreement; and

WHEREAS, the lease establishes the monthly rent for the period of July 1, 2021 through June 30, 2022 to be \$1 per month, due on the first day of each month in advance; and

WHEREAS, the City of Villa Rica does desire to extend the lease agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the lease agreement between the City of Villa Rica and Southeastrans, Inc. for the renewal lease period of July 1, 2021 through June 30, 2022, is hereby approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are authorized to execute the RESOLUTION for and on behalf of the City Council.

IT IS SO RESOLVED, this 13th day of April, 2021.

Gil McDougal, Mayor

ATTEST:

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Professional Services Agreement with EXP US Services, Inc.

AGENDA DATE: April 13, 2021

DATE PREPARED: March 30, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a professional services agreement with EXP US Services, Inc. to assist in the design of the safety improvements on Punkintown Road.

BACKGROUND: DeWayne Comer, former District Engineer for GDOT district 6 is now working with an engineering firm named EXP US Services, Inc. DeWayne brings with him years of experience with projects like Punkintown Road.

STAFF RECOMMENDATION: Staff recommends approval of the attached agreement. Mr. Comer comes highly recommended by the district GDOT office, as well.

IMPACT: DeWayne has the contacts and background to pursue additional funding for safety improvements to help defray some of the capital costs of the project.

MOTION: I move to approve the consultant master services agreement with EXP US Services, Inc. and to authorize the Mayor and City Clerk to take the necessary steps to execute the agreement.

CONSULTANT MASTER SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), effective _____, is made between the City of Villa Rica, Georgia, incorporated pursuant to the laws of the State of Georgia with an office at 571 West Bankhead Highway, Villa Rica, GA 30180 ("Owner") and **exp** U.S. Services Inc., incorporated pursuant to the laws of Delaware with an office in 512 Riverside Parkway, Suite 605, Rome, GA 30161 ("exp").

WHEREAS Owner wishes to retain the Consultant to provide Planning and Design consulting services described herein and the Consultant wishes to provide the services to the Owner, on the terms and subject to the conditions set out in this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings and subject to the terms contained in the Agreement, the parties agree as follows:

1. SERVICES

The Owner retains the Consultant under this Master Services Agreement to provide planning, design and construction engineering and inspection related services on Punkintown Road on a task order basis as detailed in Schedule A and future task orders.

2. REMUNERATION

In consideration of the provision of the Services by the Consultant, the Owner agrees to pay the Consultant the rates in the amount set forth in Schedule A ("Scope and Fees"). Consultant will also provide a task work order for defined projects as they come up.

The Consultant shall submit progress invoices on a monthly basis. The Owner shall notify the Consultant within seven (7) days receipt of the invoice if it disputes any portion of the invoice. The Owner shall pay the undisputed portion of each invoice submitted to it within thirty (30) days of receipt. If the invoice is not paid within thirty (30) days, interest shall accrue on any overdue amounts at a rate of 1% per month, (12%) per year.

3. RELATIONSHIP OF THE PARTIES

In providing the Services, the Consultant shall act as an independent contractor and only to the extent and for the specific purpose described in this Agreement. Neither the Consultant nor any of its directors, officers, employees or agents shall be construed as agents or employees of the Owner.

4. PERMITS, UTILITIES AND ACCESS

The owner shall allow access to all roads that are to be inventoried.

5. STANDARD OF CARE

The Consultant shall perform the Services with a level of skill and care consistent with the procedures, protocols and practices generally accepted in the Consultant's profession for use by practitioners in similar engagements. The Consultant will use commercially reasonable efforts to provide the Services in accordance with all relevant local, provincial and federal laws, regulations, codes, guidelines and standards that are applicable at the time the Consultant provides the Services, and shall not be liable to the Owner for failure to do so unless such noncompliance is due to the negligence or willful misconduct of the Consultant.

Employees or other persons retained by the Consultant to perform the Services will have the necessary skills, training and qualifications to provide the Services in accordance with the provisions of this Agreement.

The Consultant has the power and authority to enter into and carry out all of its obligations under this Agreement.

6. CONFIDENTIALITY

The Consultant shall use reasonable efforts to maintain confidential and secure, all material, information and documentation provided to the Consultant, whether obtained directly or indirectly from the Owner, or belonging to the Owner and in the possession or under the control of the Consultant pursuant to this Agreement. Such confidentiality obligation shall not apply if such material, information or documentation is within the public domain, previously known to the Consultant, obtained from third parties without violating any confidential agreement or required to be produced by the Consultant pursuant to any law or court order. In the event that any material, information or documentation is required by the Consultant as stated above, the Consultant shall promptly give notice to the Owner.

7. REPORTS

The Owner agrees that any use of or reliance upon any report prepared by the Consultant or its subconsultants (collectively "Report") by a third party are the responsibility of the third party. The Consultant accepts no responsibility for any damages that may be suffered by the third party as a result of decisions made or action taken based upon the Report.

The Owner agrees that the Report is prepared for the account and benefit of the Owner and that the material in the Report will reflect the Consultant's best judgment in light of the information made available to it by the Owner at the time of the preparation of the Report.

The Consultant shall not be liable for the consequences of any amendments, revisions, modifications or alterations made by the Owner to the Report without the consent of the Consultant.

8. INDEMNIFICATION

The Consultant shall have no liability for the activities of any contractor, subcontractor, supplier or their respective employees or agents on the Project unless retained by the Consultant.

In no event will either party be liable to the other for such other party's loss of profit and lost revenues or for any special, indirect, incidental or consequential damages arising out of this agreement.

9. FORCE MAJEURE

Notwithstanding any other provision in this Agreement, failure or delay in performance by either party of any term of this Agreement shall be excused to the extent caused by an event beyond such party's reasonable control, provided the party: (i) notifies the other in writing as soon as reasonably possible; (ii) provides reasonable detail of the commencement and nature of such a cause; and (iii) uses its best efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

10. INSURANCE

The Consultant shall maintain the following insurance policies for the duration of the Agreement:

Professional Liability Insurance - for errors and omissions in the performance or failure to perform professional services contemplated in this Agreement, in the amount of \$1,000,000 per claim and in the aggregate;

Commercial General Liability Insurance – in the amount of \$1,000,000 per occurrence and in the aggregate.

The Owner shall be named as an additional insured on the Commercial General Liability Insurance policy as its interest may appear.

11. DISPUTES

Any dispute arising under this Agreement shall first be resolved by taking the following steps. A successive step shall be taken if the issue is not resolved at the preceding step: (i) by negotiation between the technical and contractual personnel for each party; (ii) by negotiation between executive management of each party; (iii) by mediation; (iv) by arbitration if both parties agree; and (v) through the courts in the jurisdiction where the Project is located.

12. TERMINATION

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time, in whole or in part, by providing written notice of termination to the other party. Except as otherwise mutually agreed by the Owner and the Consultant, termination shall be effective immediately on notice being received if termination is made by one party where the other party is in material breach of its obligations in this Agreement and otherwise thirty (30) days from receipt of the notice. The Owner shall compensate the Consultant for work properly performed (including demobilization) and reasonable expenditures incurred in connection with this Agreement up to and including the date of any such termination.

13. NOTICES

Any notice or other communication required to be given under the Agreement shall be in writing and delivered by courier, fax, email or registered mail, addressed as follows:

If to Owner:

City of Villa Rica, Georgia
571 West Bankhead Highway
Villa Rica, GA 30180

Attention: Mr. Tom Barber, City Manager of Villa Rica

If to Consultant:

Exp US Services Inc.
512 Riverside Parkway
Suite 605
Rome, GA 30161

Attention: Mr. David McFarlin, Vice President

If delivered by courier, fax or email, any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted (or, if such day is not a business day, on the next following business day). If mailed, any such notice or other communication shall be deemed to have been given and received on the third business day following the date of mailing; provided, however,

that if at the time of mailing or within three business days thereafter a labour dispute or other event occurs, which might reasonably be expected to disrupt the delivery of documents by mail, any notice or other communication made under this Agreement shall be delivered or transmitted by fax as provided in this section.

A party to this Agreement may change its address for the purpose of this Section by giving the other party notice of such change of address in the manner provided in this Section.

14. MISCELLANEOUS

Neither party shall assign its interest in this Agreement without the written consent of the other.

No waiver of any breach of any provision of this Agreement will be effective or binding unless it is in writing and signed by the party purporting to give such waiver and, unless otherwise provided, will be limited to the specific breach waived.

This Agreement includes the attached Schedules A and B embodies the entire agreement with regard to the Services. This Agreement supersedes any understanding or agreement related to this project, collateral, oral or otherwise, existing between the parties at the date of execution.

All paragraphs, terms and conditions of this Agreement are severable, and the invalidity, illegality, or unenforceability of any such paragraph, term or condition shall be deemed not to affect the validity, enforceability or legality of the remaining paragraphs, terms and conditions.

No additions, deletions or modifications to the provisions of this Agreement shall be effective unless agreed to in writing by both parties.

The headings preceding the provisions of this Agreement have been inserted for convenient reference only and shall not be deemed to affect the construction or interpretation of this Agreement.

All representations, warranties and covenants of the Consultant and the Owner, shall survive indefinitely the termination of this Agreement.

If there is any inconsistency between this Agreement and any Schedule to this Agreement, this Agreement shall govern.

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Project is located.

IN WITNESS WHEREOF the parties have executed this Agreement.

City of Villa Rica, Georgia

By: _____

Title: _____

I have authority to bind the city

exp US Services Inc.

By: _____

Title: _____

I have authority to bind the corporation

SCHEDULE A

Scope and Fees

EXP US Services Inc. will provide task order-based services for the improvements to Punkintown Road at rates listed in Schedule B. On specific task order assignments, EXP will prepare specific task order scopes and will bill the Client based on the rates provided in Schedule B.

SCHEDULE B

Additional Services

If additional services are required that are in addition to the scope of services, they will be billed on an hourly basis. The following rates will be used depending on the personnel classification during regular working hours. Overtime rates for some classifications will be charged at time and a half. These rates will be applicable through December 31, 2021 and will be modified beginning January 1, 2022. All invoices for time billed after December 31, 2021 will reflect 2022 rates.

Position	Rate
Project Principal	\$260.00
Project Manager	\$225.00
Senior Engineer	\$195.00
Engineer 2	\$160.00
Engineer 1	\$120.00
Structural Project Manager	\$200.00
Senior Structural Engineer 2	\$180.00
Structural Engineer 1	\$140.00
Technician	\$120.00
Technician Aide	\$90.00
CEI Project Manager	\$150.00
CEI Contract Support Specialist	\$88.00
CEI Senior Inspector	\$90.00
CEI Inspector 2	\$70.00
CEI Inspector 1	\$60.00
CEI Inspector Aide	\$50.00
Administrative Assistant	\$50.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Proposal by TRC and Bob McGinnis to Obtain Easements for Sewer Line Installation

AGENDA DATE: April 13, 2021
PREPARED BY: Tom Barber

DATE PREPARED: March 30, 2021

AMOUNT: \$9,500.00
FUNDING SOURCE: Water & Sewer Fund

GL ACCOUNT #: 505-4115-521200
BUDGETED ITEM? Yes

PURPOSE: To approve a proposal by TRC and Bob McGinnis to obtain sewer line easements for the proposed realignment of the force main from the Shoreline lift station.

BACKGROUND: The North Plant is currently operating at about 80% of capacity. To reduce the volume being treated by the North Plant staff proposes to reroute the Shoreline lift station's force main so that the flow travels west to the Cleghorn lift station and then on to the West Plant.

The proposed force main route will cross four pieces of property. Easements must be acquired before we can proceed. TRC and Bob McGinnis are under contract with the City to obtain easements for us. Bob recently completed the easement acquisition for the Highway 78 water line extension and did a very good job.

Bob estimates the project will take 100 hours. His billing rate is \$95 per hour.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Rerouting the force main at the Shoreline lift station will take much of the flow from the neighborhoods north of the lake and send it to the West Plant instead of the North Plant.

MOTION: I move to approve a work order with TRC and Bob McGinnis not to exceed \$9,500 for the acquisition of sewer easements for the Shoreline lift station.



6095 Professional Pkwy.
Suite 102B
Douglasville, GA 30134

T 770.947.4272
TRCcompanies.com

2019 ROW AGENT RATE SCHEDULE

JOB CLASSIFICATION:

Sr. ROW Agent
Mileage

RATE:

\$95 / HR
Current IRS rate

SCOPE OF SERVICES

TRC will perform General Right of Way Acquisition Services for the City of Villa Rica to include:

- Negotiate with owners and the city to secure options for easements, ROW for utility facilities, and other construction projects

Estimated start date is **12/06/2019**.

Acceptance of TRC Proposal No. 371662.9990.0000 ROW Acquisition

The signatures below, by duly authorized representatives of both parties, indicate acceptance of the above referenced proposal without exception. All work is to be performed in accordance with the details and provisions stated in this proposal and the attached Terms and Conditions.

Approved and accepted as of the date shown below:

TRC Companies, Inc.

City of Villa Rica

By:

Fred Miller
Signature

Fred Miller
Printed Name

Operations Manager
Title

12/11/2019

By:

Tom Barber
Signature

Tom Barber
Printed Name

City Manager
Title



Attachment Terms and Conditions



Standard Terms and Conditions

1.0 SERVICES

TRC Engineering, Inc. ("Consultant") will provide consulting and other professional services on behalf of the City of Villa Rica, "CLIENT", as provided in the Scope of Services. CLIENT is defined in the attached Proposal or Scope of Services. Unless otherwise stated, Consultant's Proposal to perform the Scope of Services expires sixty (60) days from its date and may be modified or withdrawn by Consultant prior to receipt of CLIENT's acceptance. The offer and acceptance of any services or goods covered by the Proposal is conditioned upon these terms and conditions. Any additional or different terms and conditions proposed by CLIENT are objected to and will not be binding upon Consultant unless specifically agreed to in writing by Consultant. An order or statement of intent to purchase Consultant's services, or any direction to proceed with, or acquiescence in the commencement of work shall constitute consent to these terms and conditions.

2.0 COMPENSATION

2.1 Consultant will invoice for its services as presented using the Schedule of Rates embodied in the referenced Proposal. Prices or rates quoted do not include state or local taxes where applicable. Our services may include reimbursable expenses, which are charges incurred for travel, transportation, temporary lodging, meals, telephone calls, fax, postage, courier service, photographic, photocopying and other fees and costs reasonably incurred in connection with the services.

2.2 Unless otherwise stated in the Proposal, Consultant will submit invoices for services related to the Scope of Services on at least a monthly basis, and CLIENT will make payment within thirty (30) days of receipt of Consultant's invoices. If CLIENT objects to any portion of an invoice, then CLIENT will notify Consultant within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice.

2.3 If CLIENT fails to make any payment due to Consultant within thirty (30) days after receipt of an invoice, then the amount due Consultant will increase at the rate of 1.5 percent per month after the 30th day. If a retainer has been required and the CLIENT has not paid the invoice within thirty (30) days, TRC shall be entitled to draw upon the retainer to satisfy the past due invoice. In addition, Consultant may, after giving seven (7) days' written notice to CLIENT, suspend its services and any deliverables until Consultant has been paid in full for all amounts outstanding more than thirty (30) days. In the event that Consultant must resort to legal action to enforce collection of payments due, CLIENT agrees to pay attorney fees and any other costs resulting from such action.

3.0 CLIENT'S RESPONSIBILITIES

3.1 CLIENT will designate in writing the person or persons with authority to act in CLIENT's behalf on all matters concerning the work to be performed by Consultant for CLIENT.



3.2 CLIENT will furnish to Consultant all existing studies, reports, data and other information available to CLIENT which may be necessary for performance of the work, authorize Consultant to obtain additional data as required, and furnish the services of others, where necessary, for the performance of the work. Consultant will be entitled to use and rely upon all such information and services.

3.3 Unless otherwise stated in the Proposal, CLIENT shall be responsible to provide Consultant access to the work site or property to perform the work.

4.0 PERFORMANCE OF SERVICE

4.1 Consultant's services will be performed in conformance with the Scope of Services set forth in the Proposal.

4.2 Additional services will be performed and completed in conformance with any supplemental proposals or Scopes of Work approved in writing by the CLIENT.

4.3 Consultant's services for the Scope of Services will be considered complete at the earlier of (i) the date when Consultant's report is accepted by the CLIENT or (ii) thirty (30) days after the date when Consultant's report is submitted for final acceptance, if Consultant is not notified in writing within such 30-day period of a material defect in such report.

4.4 If any time period within or date by which any of Consultant's services are to be performed is exceeded for reasons outside of Consultant's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

5.0 CONFIDENTIALITY

Consultant will hold confidential all information obtained from CLIENT, not otherwise previously known to us, unless such information comes into the public domain through no fault of ours, is furnished to us by a third party who is under no obligation to keep such information confidential, or is independently developed by us.

6.0 WARRANTY

6.1 In performing services, Consultant agrees to exercise professional judgment, made on the basis of the information available to Consultant, and to use the same standard of care and skill ordinarily exercised in similar circumstances by consultants performing comparable services in the region. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards. The expiration date of this warranty is one (1) year from the date of completion of the service. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse CLIENT from paying for services rendered or result in liability to Consultant.

6.2 If any failure to meet the foregoing warranty appears during one year from the date of completion of the service and Consultant is promptly notified thereof in writing, Consultant will at its option and expense re-



perform the nonconforming work or refund the amount of compensation paid to Consultant for such nonconforming work. In no event shall Consultant be required to bear the cost of gaining access in order to perform its warranty obligations.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY. CONSULTANT DOES NOT WARRANT ANY PRODUCTS OR SERVICES OF OTHERS DESIGNATED BY CLIENT.

7.0 INSURANCE

Consultant will procure and maintain insurance as required by law. At a minimum, Consultant will have the following coverage:

- (a) Worker's compensation and occupational disease insurance in statutory amounts.
- (b) Employer's liability insurance in the amount of \$1,000,000.
- (c) Automotive liability in the amount of \$1,000,000.
- (d) Comprehensive General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (e) Professional errors and omissions insurance in the amount of \$1,000,000.

8.0 INDEMNITY

8.1 TRC will indemnify and hold harmless CLIENT and its parent, subsidiary and affiliated companies, and all of their officers, directors, and employees ("CLIENT GROUP") from any and all Losses arising out of Claims to the extent such Claims are caused by TRC's negligent acts, errors, or omissions in the performance of its professional services under this Agreement.

8.2 With the exception of claims arising under Section 9.2(a), TRC will indemnify and hold harmless CLIENT GROUP from Losses, and will defend CLIENT GROUP from Claims, due to bodily injury, disease, death, or property damage to the extent such bodily injury, disease, death, or property damage is caused by the negligence or intentional misconduct of TRC in the performance of its Services.

8.3 To the extent the Scope of Services or any Request for Services under this Agreement requires Consultant to communicate (e.g., perform interviews) with any third party including, but not limited to, owners of off-site locations, former employees, current employees or governmental authorities, Consultant shall so inform CLIENT. CLIENT releases Consultant from and claims, costs, liabilities or expenses, including reasonable attorney's fees to the extent arising from claims of breach of confidentiality, waiver of privilege or otherwise associated with any such communications.



9.0 ALLOCATION OF RESPONSIBILITY

9.1 Consultant shall be liable to CLIENT only for direct damages to the extent caused by Consultant's negligence or willful misconduct in the performance of its services. UNDER NO CIRCUMSTANCES SHALL CONSULTANT BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. To the fullest extent permitted by law, the total liability in the aggregate of Consultant and its employees, subcontractors or suppliers to CLIENT and anyone claiming by, through or under CLIENT on all claims of any kind (excluding claims for death or bodily injury) arising out of or in any way related to Consultant's services, or from any cause or causes whatsoever, including but not limited to negligence, errors, omissions, strict liability, indemnity or breach of contract, shall not exceed the total compensation received by Consultant under this Agreement, or the total amount of \$50,000, whichever is greater. All such liability shall terminate on the expiration date of the warranty period specified in Section 6.

9.2 If Consultant furnishes CLIENT with advice or assistance concerning any products, systems or services which is not required under the Scope of Services or any other contract among the parties, the furnishing of such advice or assistance will not subject Consultant to any liability whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

10.0 DISPOSAL OF CONTAMINATED MATERIAL

10.1 CLIENT understands and agrees that Consultant is not, and has no responsibility as, a generator, operator, owner, treater, arranger or storer of pre-existing substances or wastes found or identified at work sites, including drilling and cutting fluids and other samples. Consultant shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Consultant has or had title to such materials. CLIENT will indemnify and hold harmless Consultant from and against all losses, damages, costs and expenses, including but not limited to attorneys' fees, arising or resulting from actions brought by third parties alleging or identifying Consultant as a generator, operator, arranger, storer, treater or owner of pre-existing substances or wastes found or identified at work sites.

10.2 Ownership of all samples obtained by Consultant from the project site is maintained by CLIENT. Consultant will store such samples in a professional manner for the period of time necessary to complete the project. Upon completion of the project, Consultant will return any unused samples or portions thereof to CLIENT or, at Consultant's option using a manifest signed by CLIENT as generator, dispose of the samples in a lawful manner and bill CLIENT for all costs related thereto. Consultant will normally store samples for thirty (30) days.

11.0 OWNERSHIP OF DOCUMENTS

11.1 All notes, memoranda, drawings, designs, specifications and reports prepared by Consultant shall become CLIENT's upon completion of the payment to Consultant as provided herein.

11.2 All documents including drawings and specifications prepared by Consultant pursuant to the Scope of Services are instruments of service with respect to this project. Such documents are not intended or



represented to be suitable for reuse by CLIENT or by any other party on subsequent extensions or phases of this project or site or on any other project or site without the written consent of both CLIENT and Consultant.

11.3 Any reuse without written approval or adaptation by Consultant for the specific purpose intended will be at the CLIENT's sole risk and without liability or legal exposure to Consultant. Any such reuse requested by CLIENT will entitle Consultant to further compensation at rates to be agreed upon by CLIENT and Consultant. A request by CLIENT to provide a letter of reliance to a third party will entitle Consultant to assess a small charge in connection with documenting its consent.

11.4 Consultant will retain the technical project file for a period of six (6) years from project completion (if CLIENT is a governmental entity, files shall be maintained for a 10-year period following project completion). CLIENT shall notify Consultant at the completion of work if CLIENT requires the file in this matter to be transferred to CLIENT or another entity, or retained by Consultant for a longer period of time. In the absence of any written instructions to the contrary from CLIENT, Consultant will have the right to discard any and all files, records or documents of any type related to the Scope of Services after the 6-year period. During this 6-year period, any requests for document recovery and reproduction will be assessed a fee in accordance with Consultant's Schedule of Fees.

12.0 INDEPENDENT CONTRACTOR

Consultant is an independent contractor and shall not be regarded as an employee or agent of the CLIENT.

13.0 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Consultant shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

14.0 SAFETY

14.1 CLIENT shall be obligated to inform Consultant and its employees of any applicable site safety procedures and regulations known to CLIENT as well as any special safety concerns or dangerous conditions at the site. Consultant and its employees will be obligated to adhere to such procedures and regulations once notice has been given.

14.2 Unless specifically provided in the Scope of Services, Consultant shall not have any responsibility for overall job safety at the site. If in Consultant's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, Consultant may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, Consultant may in its discretion terminate its performance in accordance with Section 17.0, in which event CLIENT shall pay for services and termination expenses as provided herein.



15.0 LITIGATION

At the request of CLIENT, Consultant agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which CLIENT is or becomes a party in connection with the Scope of Services. CLIENT agrees to compensate Consultant at its Litigation Rates in effect at the time the services are rendered for its time and other costs in connection with such evidence or testimony. Similarly, if Consultant is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, Consultant agrees to contact CLIENT and cooperate with CLIENT and CLIENT's counsel. CLIENT agrees to compensate Consultant at its Litigation Rates in effect at the time the services are rendered for its time, expense and retention of counsel in connection with such testimony or document and other evidentiary production.

16.0 NOTICE

All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, email, certified mail or courier to the address of the respective party or to such other address as such party may designate.

17.0 TERMINATION

The performance of work may be terminated or suspended by either party, in whole or in part. Such termination shall be effected by delivery of seven (7) days prior written notice specifying the extent to which performance of work is terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by CLIENT (or by Consultant as provided herein) prior to the completion of services contemplated hereunder, Consultant shall be paid for reasonable services provided to effectuate a professional and timely project termination or suspension.

18.0 SEVERABILITY

If any term, covenant, condition or provision of these Terms and Conditions is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of these Terms and Conditions shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

19.0 WAIVER

Any waiver by either party or any provision or condition of these Terms and Conditions shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

20.0 GOVERNING LAW

These Terms and Conditions will be governed by and construed and interpreted in accordance with the laws of the State of GEORGIA.



21.0 CAPTIONS

The captions of these Terms and Conditions are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

22.0 ENTIRE AGREEMENT

The Proposal, the Work Authorization, these Terms and Conditions and the Schedule of Charges, represent the entire understanding and agreement between the parties and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Surplus items
AGENDA DATE: March 31st, 2021

DATE PREPARED: March 30, 2021
PREPARED BY: Nic Griffin

AMOUNT: TBD
GL ACCOUNT #:
FUNDING SOURCE: General Fund
BUDGETED ITEM?

PURPOSE: To sell items and equipment that are inoperable or no longer used by City staff.

BACKGROUND: The equipment listed below is an accumulation of items that have been deemed inoperable, broken beyond reasonable repair, or is no longer needed due to being replaced. Some of the items are out dated and no longer useful to the department that they belonged to. Staff will detail the list below with a brief description.

- 2007 Ford E350 van. Vin# 1FBSS31L27DB34643. This van was used by the inmate and grounds maintenance crews. This van was allocated to be sold because it was replaced by a van that was purchased in 2020. Staff has made sure that there was no longer a use to keep it in the fleet. It has many issues and is not worth keeping in possession. It is no longer in service.
- 2002 Ford E350 van. Vin# 1FBSS311X2HB55015. This van was used by the inmate and grounds maintenance crews. This van was allocated to be sold because it was replaced by a van that was purchased in 2020. Staff has made sure that there was no longer a use to keep it in the fleet. It has many issues and is not worth keeping in possession. It is no longer in service.
- 2008 Chevy HHR. Vin #3GCDA85D558S644333. This vehicle was used by the senior citizen department to be used as a meal delivery vehicle. It has panel windows in the rear and has not been a very reliable vehicle for the past few years. Staff has had to consistently replace suspension components and tires that would wear more quickly than normal. The vehicle has been replaced and is no long in service.
- 1997 F350 dump truck. Vin# 1FDKF37H0VEB26126. This vehicle was used for multiple purposes by the Street and Solid waste department. It has many mechanical issues that are not feasible to replace. This vehicle has been replaced by another truck in 2021. It is no longer in service.
- 2009 Ford Crown Victoria. Vin# 2FAFP71XW77X101782. This vehicle was retired from the Police department and transferred to the Code enforcement department. This vehicle has had many mechanical issues that are not feasible or wise to repair. This vehicle has been replaced by another Crown Victoria that has been passed down and is in better condition. It is no longer in service.

- These items are tables and chairs that are left over from the restaurant that used to occupy the left side of the civic center. They have been sitting for many years collecting dust. They are of no use to the City or City staff.
- These items are the bench pews that used to serve the Courthouse for seating. Staff has been unable to find a local buyer that would be interested in purchasing them as a lot for a reasonable price. Staff wishes to list these on Govdeals with a reserve price of which that is reasonable.
- 2013 John Deere gator. This utility vehicle has been replaced with a newer version and is no longer in use. There are some mechanical issues that would not be feasible to repair.
- Ez-go golf cart. This is a golf cart that has been used as a parts cart for a few other golf carts. It currently has no wheels or tires. It is not operational and does not function.
- This item is a white GEM electric cart. It came from the Military surplus and is no longer operational. Staff cannot find parts for this vehicle and it is currently inoperable.
- This item is a silver cart that was designed for an aircraft carrier. It has served purposeful in the past but is no longer functional and staff cannot find parts at a reasonable price.
- This item is an old Accuturn tire changer. There were some internal air leaks in the machine that was not worth fixing. This piece of equipment was replaced in 2020.
- This item is an old tire balancing machine. This machine stopped working in 2019. It was replaced with an updated version when it broke. Both of these tire machines are 10 years old or more.
- This item is a Clark fork lift that was procured through military surplus. This machine has a multitude of issues including a brake system failure.

The items listed below came from the CID department and is no longer needed.

- Panasonic Digital Video Camcorder, Model PV-DV102
- Sony Cyber Shot Digital Camera, Model DSC-H2
- Sony Cyber Shot Digital Camera, Model DSC-P30
- Cisco Flip Mini Recorder, Model Flip Sport
- (2) Radio Shack Cassette Recorders, Model CTR-120
- (1) Radio Shack Cassette Recorder, Model CTR-120
- (2) Radio Shack 90-minute Digital Recorders, Model 14-1196
- TracFone Samsung T105G PrePaid Cell Phone
- (10) Fuji Film X-tra Color 35mm Film
- (1) Box Maxell Audio Cassette Tapes (10 Cassettes Total)
- (3) Maxell Audio Cassette Tapes

STAFF RECOMMENDATION:

Staff recommends listing all of these items on Govdeals.net.

IMPACT:

Selling these items will result in the City profiting from the sale of equipment that is no longer needed, obsolete, or broken. Removal of these items will also free up space in the facilities.

MOTION:

I move that we authorize City staff to sell the items listed above on Govdeals.net.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Fork lift purchase
AGENDA DATE: March 31st, 2021

DATE PREPARED: March 30, 2021
PREPARED BY: Nic Griffin

AMOUNT: \$11,650.00
GL ACCOUNT #: \$10,000 350-4210-542500, \$1,650 100-4900-542500
FUNDING SOURCE: General Fund
BUDGETED ITEM? No

PURPOSE: To provide City staff with a functional forklift that is located in the Avanti building.

BACKGROUND: The past few years, city staff has had a Clark forklift that was procured from military surplus. From what's left of the serial number plate, we believe the machine to be from the early 1980's. The machines brakes started to fail last year and about three months ago, they failed completely. We sent the machine off to a local repair company and the cost to repair exceeded \$5,000. Staff does not believe that it would be fiscally responsible to invest that much money into the repair of this unit. Staff was able to locate a used unit that we are currently renting from MDS industrial. We have had this unit for a month and it has been a great upgrade from what we had previous. MDS industrial has offered to sell this unit to us for \$11,650.00. Toyota brand fork lifts are a higher end brand of forklift. Staff has researched used forklifts that are comparable and have not found any in this kind of shape for under \$15,000. We believe this is a good investment. Staff will request to sell the old unit "as is" on govdeals.net.

STAFF RECOMMENDATION: Purchase of a Toyota forklift Model # 8FGU30 from MDS industrial.

IMPACT: This will allow staff to continue to receive shipments of product and freight that are vital to many departments daily operation.

MOTION:

I move that we authorize the City Manager to purchase a Toyota forklift from MDS industrial in the amount not to exceed \$11,650.00.

MDS IndustrialQUOTE #405-02-18-2021-QA
DATE: FEBRUARY 18TH, 2021

P.O. Box 1926
Villa Rica Ga. 30180
Phone: 770-871-8248
Email: kchasse@mdsindustrial.com

TO Nic Griffin
City of Villa Rica
106 Temple Street
Villa Rica, Ga 30180
dgriffin@villarica.org

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Kip Chasse	The City of Villa Rica	Due on receipt	Expires in 30 Days

QTY	DESCRIPTION	LINE TOTAL
1	TOYOTA M#8FGU30 S# 64095 LP- SIDESHIFTER- FORK ADJUSTERS- FINGERTIP CONTROLS	\$11,500.00
	ONE TIME PICK UP AND DELIVERY FEE	\$150.00
TOTAL		\$11,650.00

MDS Industrial Terms and Conditions

- DUMPSTER PROVIDED BY OTHERS (UNLESS OTHERWISE NOTED)
- NOT RESPONSIBLE FOR ENVIRONMENTAL DAMAGE; SUCH AS BUT NOT LIMITED TO RUST, DIRT AND MOISTURE
- VERIFICATION OF LOCAL BUILDING CODE COMPLIANCE & SLAB REQUIREMENTS ARE THE RESPONSIBILITY OF END USER
- OBTAINING PERMITS AND REGISTRATION ARE THE RESPONSIBILITY OF END USER
- DOWNTIME CHARGED AT \$35.00 PER MAN PER HOUR
- MDS INDUSTRIAL RACKING COMPLIES WITH OSHA SAFETY REQUIREMENTS
- SALES TAX WILL BE ON ALL INVOICES
- PAYMENT: DUE UPON RECEIPT

Quotation prepared by: Jade A. Chasse

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Conners Road Booster Pump Station Upgrade

AGENDA DATE: April 13, 2021

DATE PREPARED: March 31, 2021

PREPARED BY: Pete Zorbanos

AMOUNT: \$64,279.50

GL ACCOUNT #: 322-4420-541425

FUNDING SOURCE: DSPLOST

BUDGETED ITEM? Yes

PURPOSE: To upgrade the booster pumps and electrical controls for the Conners Road Booster Pump Station.

BACKGROUND: The Connors Road Booster Pump Station has not been in service for over 13 years. Some parts are obsolete now, and the existing pump design does not meet the City's current needs.

STAFF RECOMMENDATION Staff recommends engaging Patterson Pump Company to upgrade the Conners Road Booster Pump Station in the amount of \$64,279.50.

IMPACT. The original pump design was to deliver water to the system during peak demand due to rapid growth in the area. The pumps were not designed to fill Mirror Lake Tank. Replacing the existing 40hp pumps with 60hp pumps designed to pump at a higher head to fill the Mirror Lake Tank, will not only meet peak demand, but also allow quicker filling of the tank, and allow it to float on the system. Also, this will provide a reliable backup or emergency source of water if needed.

MOTION: I move to engage Patterson Pump Company to upgrade the Conners Road Booster Pump Station in the amount of \$64,279.50.



C046928

Qty	Material	Material Description	Total Net Price
1	23036623-2004	SPACER FLG 8" 150# A=7/8"	\$ 341.00
2	23025778-5116	8" PIPE GROOVE END	\$ 1,476.00
2	74074342-5116	RED CON 8"x3" FLG 150#	\$ 1,362.00
2	TBD	Pump	\$ 13,436.00
4	81294060-1013	3" Tubing	\$ 182.00
8	79007040-7002	Bolts	\$ 18.00
8	74040023-5008	Gasket	\$ 182.00
1000	73440636-0825	Wire #1 THHN	\$ 4,540.00
30	TBD	Conduit PVC SCH 40 1 1/2" x 10'	\$ 136.00
10	73440287-0825	CONDUIT LOCKNUT 1 1/2	\$ 6.00
16	TBD	Conduit PVC SCH 40 1 1/2" Elbow	\$ 182.00
10	TBD	Conduit LFNC 1 1/2"	\$ 68.00
60	TBD	Conduit PVC SCH 40 1 1/2" Strap	\$ 102.00
20	TBD	Conduit PVC SCH 40 1 1/2" CPLG	\$ 45.00
4	73443335-0825	TAPE CES BRAND BLACK	\$ 9.00
6	73443139-0825	TAPE SCOTCH 130 C	\$ 204.00
6	73443140-0825	TAPE SCOTCH 33 T	\$ 68.00
10	73440246-0825	ADAPTER MALE CONDUIT PVC 1 1/2"	\$ 34.00
2	TBD	Soft Starters (60HP)	\$ 31,036.00
		PARTS TOTAL	\$ 53,427.00

6	LABOR	TECH 2 X 3 DAYS	\$ 9,000.00
350	MILEAGE	.75 PER MILE	\$ 262.50
8	HOTEL	\$150 PER NIGHT EACH	\$ 1,200.00
6	FOOD	\$65.00 PER DAY EACH	\$ 390.00
		LABOR TOTAL	\$ 10,852.50

		TOTAL NET	\$ 64,279.50
--	--	------------------	---------------------

Plus freight

Soft Start Lead time

Typical Submittal Drawing lead time is 3 weeks after receipt of order.

Typical Lead time is 4-6 Weeks after Submittal Approval.

Due to the current Tariffs place on goods entering the U.S.A., pricing will be valid for 30 days from the date of this quotation. After 30 days Patterson reserves the right to review all quotations and

adjust as required.



Toccoa, Georgia
U.S.A.

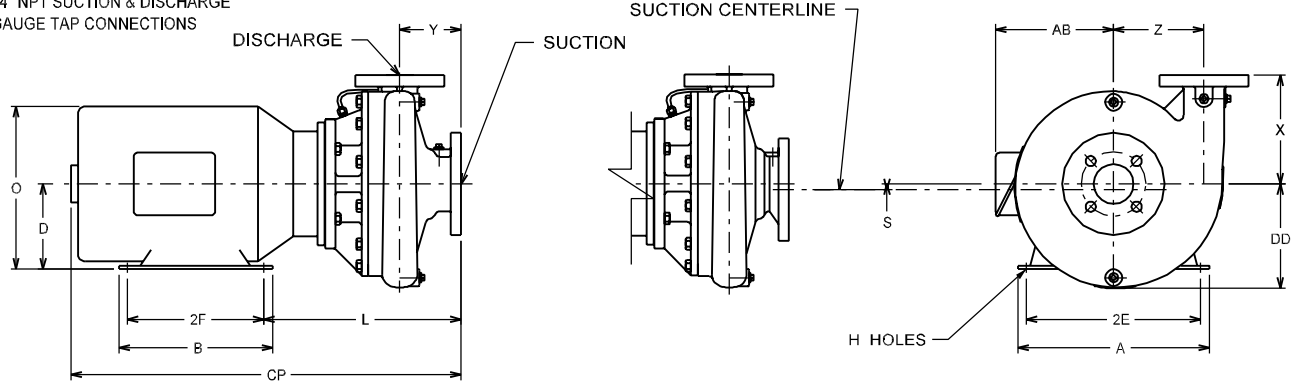
OUTLINE DIMENSIONS HVES CLOSED COUPLED END SUCTION PUMPS, 3600 RPM

SECTION 2.5

PAGE 2.4

DATE: MAR 1, 2009

NOTE: 1/4" NPT SUCTION & DISCHARGE
GAUGE TAP CONNECTIONS



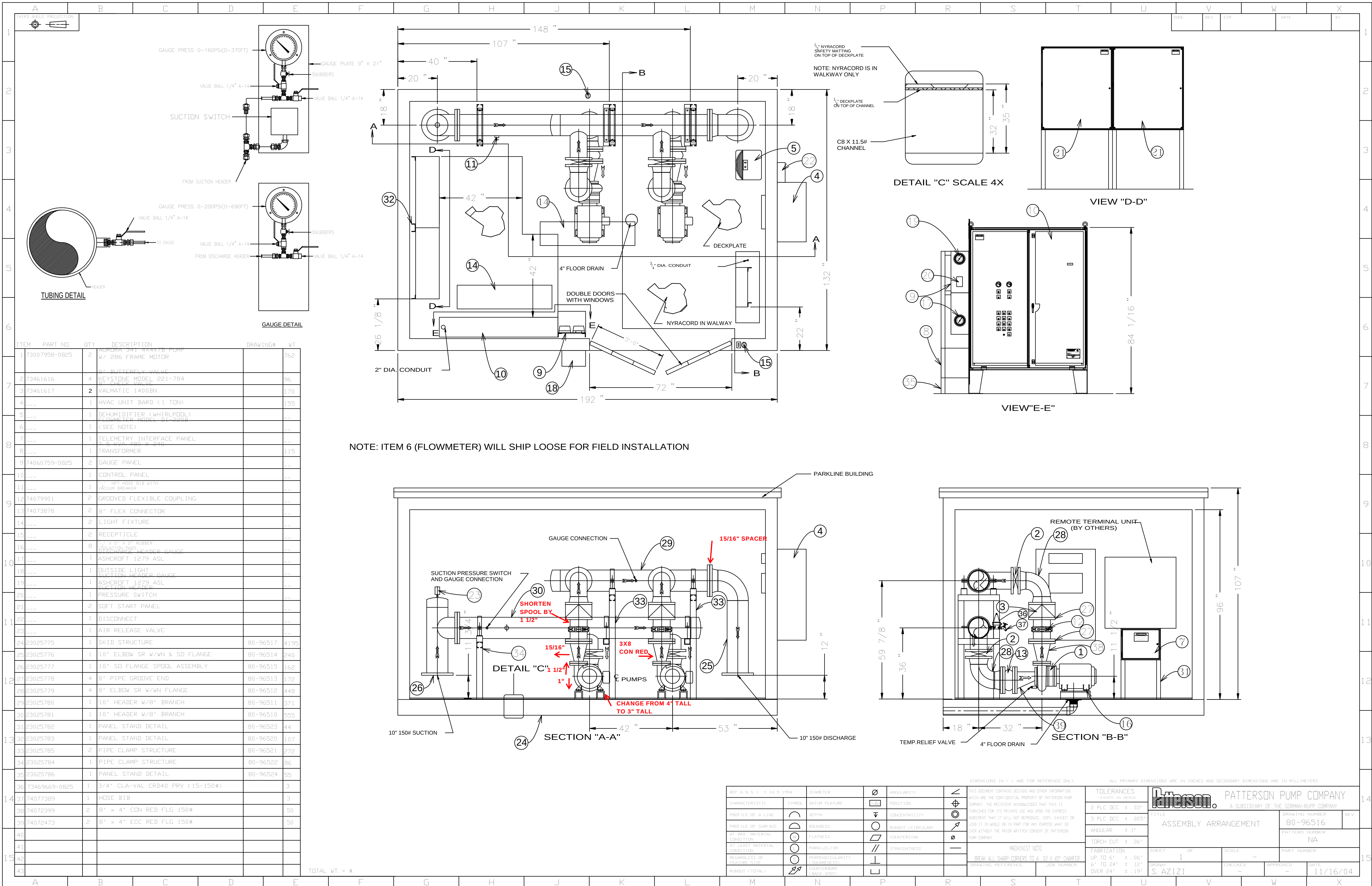
NOTE: ALL DATA SUBJECT TO CHANGE. CONTACT FACTORY FOR CERTIFIED DATA.

MOTOR DIMENSIONS															
HORSEPOWER	1 1/2	2	3	5	7 1/2	10	15	20	25	30	40	50	60	75	100
FRAME SIZE	143JM	145JM	145JM	182JM	184JM	213JM	215JM	254JM	256JM	284JM	286JM	324JM	326JM	364JM	365JM
A (MAX.)	6 1/2	6 1/2	6 1/2	8 11/16	8 11/16	9 3/4	9 3/4	12 1/8	12 1/8	13 3/4	13 3/4	15 3/16	15 3/16	17 3/16	17 3/16
AB (MAX.)	6 1/2	6 1/2	6 1/2	7 1/2	7 1/2	8 9/16	7 13/16	10 1/16	10 1/16	10 7/8	10 9/16	11 5/8	11 5/8	14 9/16	14 9/16
B (MAX.)	6 1/2	6 1/2	6 1/2	5 15/16	7	7 3/8	8	10 1/8	11 3/4	11 9/16	13 1/16	13 1/16	14 9/16	15 7/16	15 7/16
D	3 1/2	3 1/2	3 1/2	4 1/2	4 1/2	5 1/4	5 1/4	6 1/4	6 1/4	7	7	8	8	9	9
2E	5 1/2	5 1/2	5 1/2	7 1/2	7 1/2	8 1/2	8 1/2	10	10	11	11	12 1/2	12 1/2	14	14
2F	4	5	5	4 1/2	5 1/2	5 1/2	7	8 1/4	10	9 1/2	11	10 1/2	12	11 1/4	12 1/4
H	11/32	11/32	11/32	13/32	13/32	13/32	13/32	17/32	17/32	17/32	17/32	21/32	21/32	3/4	3/4
O (MAX.)	6 3/4	6 3/4	6 3/4	9 3/8	9 3/8	10 7/8	10 7/8	12 7/16	12 7/16	14 1/16	13 7/8	15 9/16	15 9/16	18 7/16	18 7/16

PUMP MODEL	DISCHARGE SIZE	SUCTION SIZE	DISCHARGE FLANGE DRILLING		SUCTION FLANGE DRILLING	* WORKING PRESSURE (P.S.I.)	MOTOR FRAME SIZES	CP (MAX.)	DD	L (MAX.)	X	Y	Z	S
			STD	OPT										
E2.5J7A-CC	2 1/2	3	125#		125#	175	184JM-213JM-215JM 254JM-256JM-284JM	30 1/4	5 11/16	14 1/2	6	4 1/4	4 7/8	
E2.5F9A-CC			250#		125#	250	286JM-324JM-326JM 364JM-365JM	33 3/4	7	15 3/4	8	4 1/2	6 1/16	
E3J9A-CC	3	4	125#	250	125#	**	286JM-324JM-326JM 364JM-365JM	34 1/4	7 5/8	16 1/4	8	5	6 7/16	
E3F11A-CC	4	5	250#		125#	250	364JM-365JM	34 3/8	8 3/16	16 3/8	9	5 1/2	7 1/8	
E4RA7A-CC			125#		125#	175	286JM-324JM 326JM-364JM	33 11/16	6 5/8	15 11/16	7 1/2	4 1/2	5 1/2	
E4V7A-CC			125#		125#	175	286JM-324JM 326JM-364JM	34 5/16	7 1/16	16 5/16	7 1/2	5 1/4	5 3/4	1/4
E4P9A-CC			125#		125#	175	324JM-326JM 364JM-365JM	34 1/8	8 1/16	16 1/8	8	5	7	
E4J11A-CC			125#	250	125#	**	365JM	34 11/16	8 13/16	16 11/16	10 1/4	5 9/16	7 1/2	

MOTOR FRAME SELECTIONS - 3PH / 60 CYCLE								
HORSEPOWER	3600	1800	1200		HORSEPOWER	3600	1800	1200
1/2			143JM		15	215JM	254JM	284JM
3/4			143JM		20	254JM	256JM	286JM
1		143JM	145JM		25	256JM	284JM	324JM
1 1/2	143JM	145JM	182JM		30	284JM	286JM	326JM
2	145JM	145JM	184JM		40	286JM	324JM	364JM
3	145JM	182JM	213JM		50	324JM	326JM	365JM
5	182JM	184JM	215JM		60	326JM	364JM	
7 1/2	184JM	213JM	254JM		75	364JM	365JM	
10	213JM	215JM	256JM		100	365JM		

* REFER TO WORKING PRESSURE VS. TEMPERATURE CHART FOR TEMPERATURE EFFECTS
** 175 P.S.I. (125# FLANGES), 250 P.S.I. (OPTIONAL 250# FLANGES)



Company: Patterson Pump Company

Name: Craig Dickinson

Date: 8/4/2020

Pump:

Size: 4x3x9.5

Type: EndSuction-CC
 Synch speed: 3600 rpm

Curve: E3J9A-CC

Specific Speeds:

Dimensions:

Speed: 3560 rpm
 Dia: 7.6875 in

Impeller: D05-90087

Ns: 1562
 Nss: 7078

Suction: 4 in
 Discharge: 3 in

Search Criteria:

Flow: 750 US gpm

Head: 198 ft

Fluid:

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

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

Motor:

Standard: NEMA
 Enclosure: TEFC

Size: 60 hp
 Speed: 3600
 Frame: 364TS

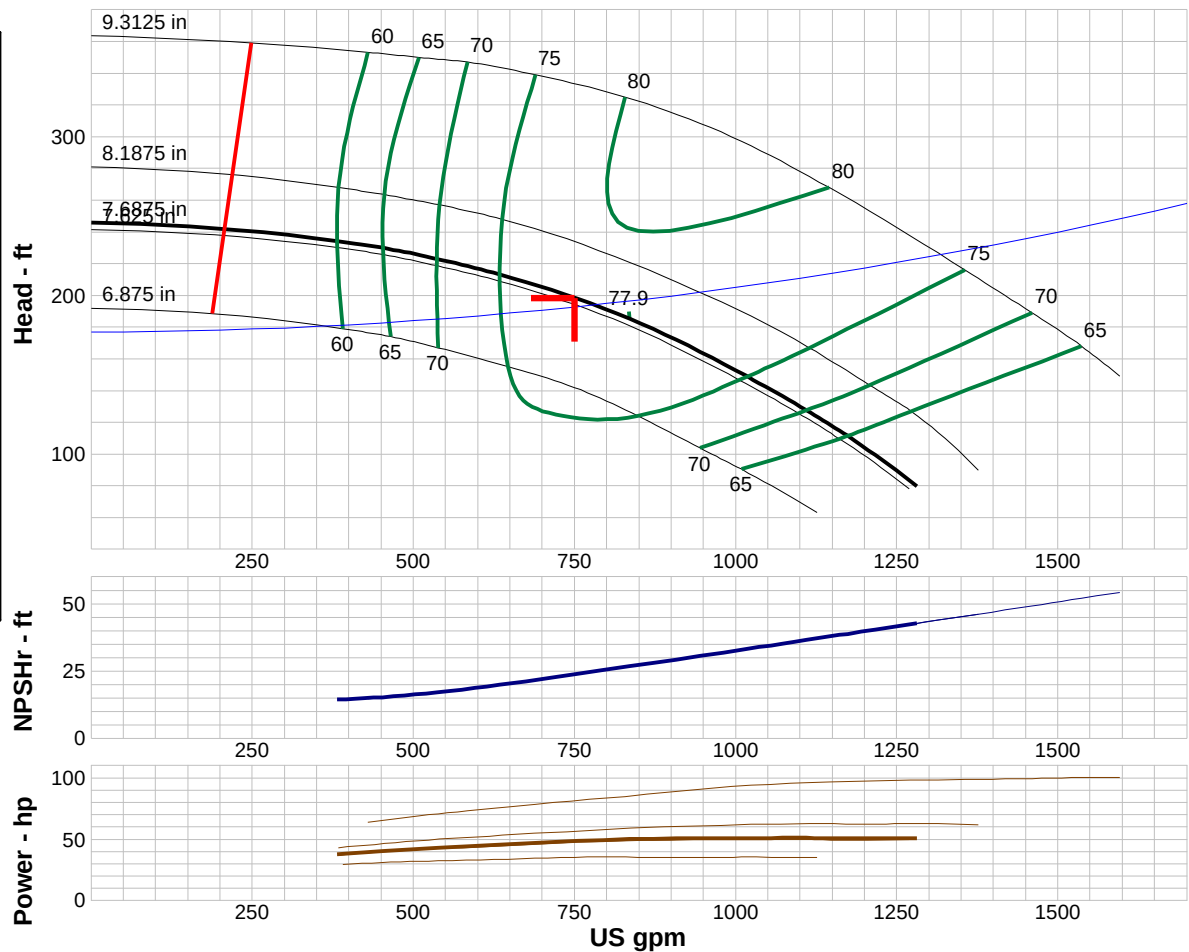
Sizing criteria: Max Power on Design Curve

Pump Limits:

Temperature: ---
 Pressure: ---
 Sphere size: ---

Power: ---
 Eye area: ---

---- Data Point ----	
Flow:	750 US gpm
Head:	197 ft
Eff:	76.7%
Power:	48.2 hp
NPSHr:	23.9 ft
---- Design Curve ----	
Shutoff head:	246 ft
Shutoff dP:	106 psi
Min flow:	209 US gpm
BEP:	77.9% @ 834 US gpm
NOL power:	51.1 hp @ 1109 US gpm
-- Max Curve --	
Max power:	100 hp @ 1595 US gpm



Refer to Working Pressure vs. Temperature chart for maximum rated working pressure. All data are subject to change. Contact factory for certified data. In accordance with the Hydraulic Institute Standards, pump is guaranteed for one set of conditions. Performance guarantees are based on shop test and when handling clear, cold, fresh water at sea level and at a temperature no greater than 85 degrees F. Suction lift must not exceed that shown on curve.

Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
900	3560	172	76.9	50.4	29.1
750	3560	197	76.7	48.2	23.9
600	3560	217	73.3	44.6	19
450	3560	230	64.9	40.3	15.4
300	3560	237	54.3	34.3	13.6

Selector switch, metal, NEMA 4X Maintained Short lever, C Cam
1NO-1NC left, right 3 position Complete device white insert Non-
Illuminated UL file E22655 in Vol. 6 (7) Sec. 13 (2)



Figure similar

Enclosure	
Number of command points	1
Delivery state	No
• as a kit	
Actuator	
material of the actuating element	plastic
Number of contact modules	1
Type of unlocking device	rotate-to-unlatch mechanism
Number of switching positions	3
Front ring	
Product component front ring	Yes
Design of the front ring	standard
material of the front ring	metal
color of the front ring	black
General technical data	
• product function positive opening	Yes

• product component light source	No
insulation voltage	
• rated value	600 V
protection class IP	IP66
• of the terminal	IP20
operating frequency maximum	600 1/h
thermal current	10 A

Auxiliary circuit

• number of NC contacts for auxiliary contacts	1
• number of NO contacts for auxiliary contacts	1
• operating current at AC-15 at 110 V rated value	60 A
• Operating current at AC-15 at 230 V rated value	30 A
• Operating current at AC-15 at 400 V rated value	15 A
• Operating current at AC-15 at 500 V rated value	12 A

Connections/ Terminals

• type of electrical connection	screw-type terminals
Tightening torque of the screws in the bracket	20 N·m
• tightening torque [lbf·in] with screw-type terminals	8 lbf·in

Ambient conditions

• ambient temperature during operation	-35 ... +70 °C
• ambient temperature during storage	-40 ... +85 °C

Installation/ mounting/ dimensions

Shape of the installation opening	round
--	-------

Certificates/ approvals

Further information

Information- and Downloadcenter (Catalogs, Brochures,...)

<https://www.siemens.com/ic10>

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=US2:52SX2CABA1>

Cax online generator

<http://support.automation.siemens.com/WW/CAXorder/default.aspx?lang=en&mlfb=US2:52SX2CABA1>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

<https://support.industry.siemens.com/cs/ww/en/ps/US2:52SX2CABA1>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, EPLAN macros, ...)

http://www.automation.siemens.com/bilddb/cax_de.aspx?mlfb=US2:52SX2CABA1&lang=en

last modified:

08/19/2020 

Miniature circuit breaker 230/400 V 10kA, 1-pole, C, 15 A, D=70 mm



Model	
product brand name	SENTRON
Product designation	Miniature circuit breaker
General technical data	
number of poles	1
Number of poles / Note	1P
Tripping characteristic class	C
circuit-breaker / Design	5SY4
Mechanical service life (switching cycles) / typical	10 000
overvoltage category	III
Degree of pollution	3
Voltage	
Insulation voltage	
• with single-phase operation / at AC / rated value	440 V
• with multi-phase operation / at AC / rated value	440 V
Supply voltage / with single-phase operation / at AC / rated value	230 V

Supply voltage	
type of voltage	AC
Operating current / at AC / rated value	15 A
Supply voltage	
• at AC / rated value	400 V
Operating voltage	
• at DC / rated value / maximum	72 V
Supply voltage frequency	
• rated value	50/60 Hz
Protection class	
Protection class IP	IP20, with connected conductors
Switching capacity	
Switching capacity current	
• at DC / acc. to IEC 60947-2 / rated value	15 kA
• acc. to EN 60898 / rated value	10 kA
• acc. to IEC 60947-2 / rated value	20 kA
Energy limiting class	3
Dissipation	
Power loss [W] / for rated value of the current / at AC / in hot operating state / per pole	1.5 W
Current	
Tripping residual / rated value / derated current / at 40 Cel	14.28 A
Suitability for operation	Mechanical engineering / industry
Product details	
Product function / neutral conductor switching	No
Product feature / Touch protection	Yes
Product component	
• combined terminal top	Yes
• combined terminal bottom	Yes
• Product feature / Properties for main switches in accordance with EN 60204-1	Yes
• product feature / halogen-free	Yes
• Product feature / sealable	Yes
• product feature / silicon-free	Yes
Product extension / can be installed / supplementary devices	Yes
Short circuit	
Breaking capacity short-circuit current (I _{cn})	
• at AC / acc. to UL 1077 and CSA C22.2 No.235	5 kA

Connections

connectable conductor cross-section / solid	
• minimum	0.75 mm ²
• maximum	35 mm ²
Connectable conductor cross-section / stranded	
• minimum	0.75 mm ²
• maximum	35 mm ²
connectable conductor cross-section / finely stranded / with core end processing	
• minimum	0.75 mm ²
• maximum	25 mm ²
AWG number / as coded connectable conductor cross section	
• minimum	18
• maximum	4
Tightening torque [lbf·in] / with screw-type terminals	
• minimum	22 lbf·in
• maximum	31 lbf·in
Tightening torque / with screw-type terminals	
• minimum	2.5 N·m
• maximum	3.5 N·m
Position / of power supply cord	Any

Mechanical Design

Height	90 mm
Width	18 mm
Depth	76 mm
installation depth	70 mm
number of width units	1
Mounting type	Quick assembly system
mounting position	any
net weight	147 g

Environmental conditions

influence of the surrounding temperature	max. 95% to 55°C, max. 55% to 70°C, max. 35% to 75°C
Vibration resistance / acc. to IEC 60068-2-6	±1mm at 5 to 25Hz; 50m/s ² at 25 to 150Hz
Ambient temperature	
• minimum	-40 °C
• maximum	70 °C
Ambient temperature / during storage	
• minimum	-40 °C
• maximum	75 °C
Number of test cycles / for environmental testing / acc. to IEC 60068-2-30	6

Certificates

- reference code / acc. to DIN EN 61346-2
- Reference code / acc. to DIN EN 81346-2

F
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General Product Approval



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Declaration of Conformity



EG-Konf.

Test Certificates

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[Special Test Certificate](#)

Shipping Approval



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Shipping Approval

Railway

[Confirmation](#)

[Vibration and Shock](#)



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Further information

Information- and Downloadcenter (Catalogs, Brochures,...)

<http://www.siemens.com/lowvoltage/catalogs>

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=5SY4118-7>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

<https://support.industry.siemens.com/cs/ww/en/ps/5SY4118-7>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, ...)

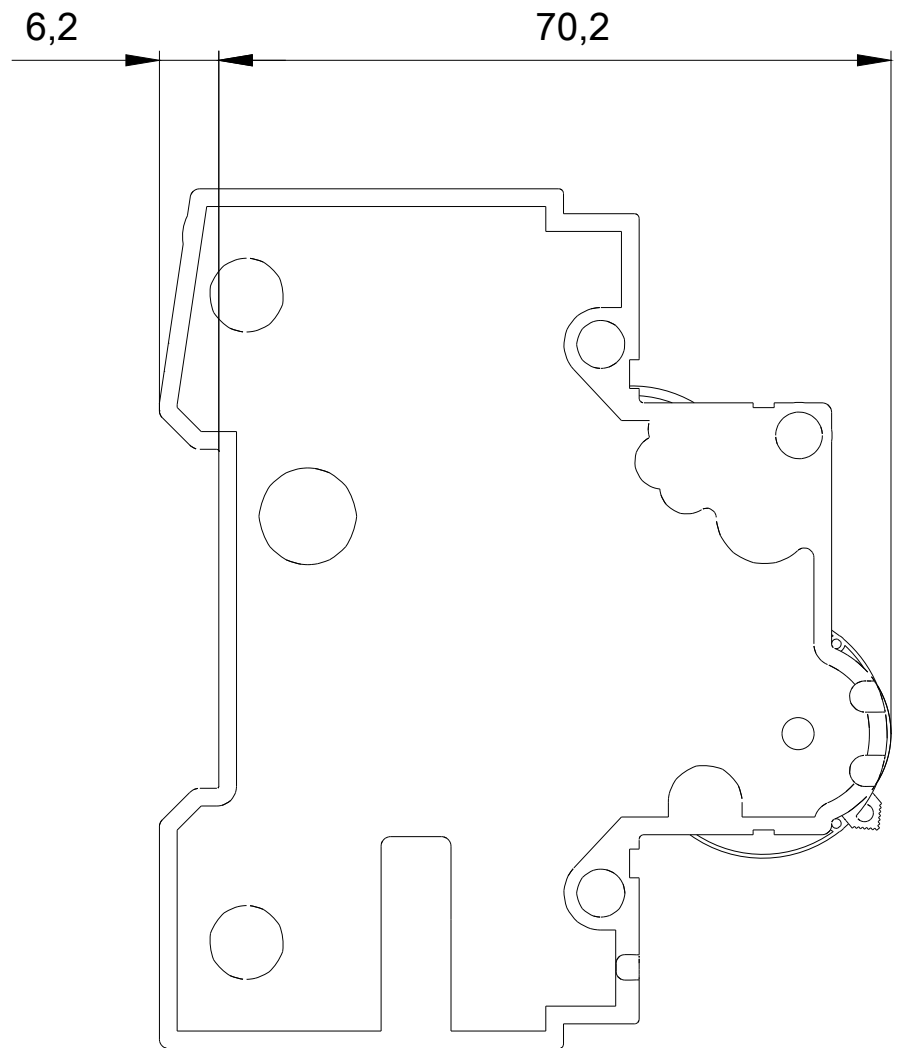
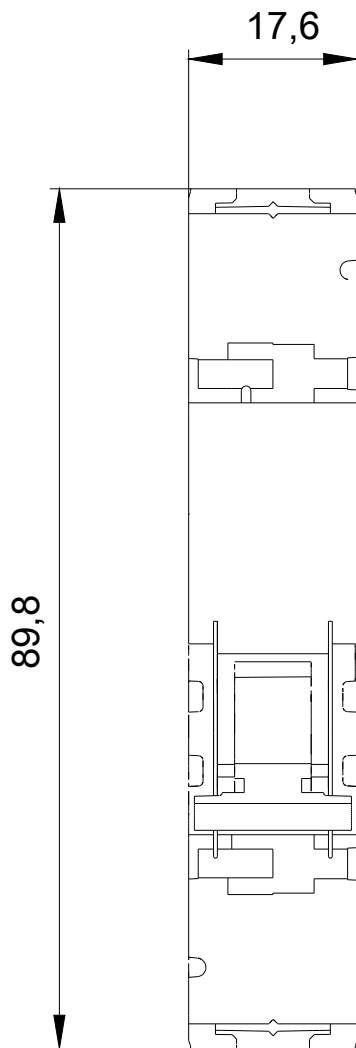
http://www.automation.siemens.com/bilddb/cax_en.aspx?mlfb=5SY4118-7

CAX-Online-Generator

<http://www.siemens.com/cax>

Tender specifications

<http://www.siemens.com/specifications>



Miniature circuit breaker 400 V 10kA, 3-pole, C, 15 A, D=70 mm



Model	
product brand name	SENTRON
Product designation	Miniature circuit breaker
General technical data	
number of poles	3
Number of poles / Note	3P
Tripping characteristic class	C
circuit-breaker / Design	5SY4
Mechanical service life (switching cycles) / typical	10 000
overvoltage category	III
Degree of pollution	3
Voltage	
Insulation voltage	
• with single-phase operation / at AC / rated value	440 V
• with multi-phase operation / at AC / rated value	440 V
Supply voltage	
type of voltage	AC

Operating current / at AC / rated value	15 A
Supply voltage	
• at AC / rated value	400 V
Operating voltage	
• at DC / rated value / maximum	72 V
Supply voltage frequency	
• rated value	50/60 Hz

Protection class	
Protection class IP	IP20, with connected conductors

Switching capacity	
Switching capacity current	
• at DC / acc. to IEC 60947-2 / rated value	15 kA
• acc. to EN 60898 / rated value	10 kA
• acc. to IEC 60947-2 / rated value	20 kA
Energy limiting class	3

Dissipation	
Power loss [W] / for rated value of the current / at AC / in hot operating state / per pole	1.5 W
Suitability for operation	Mechanical engineering / industry

Product details	
Product function / neutral conductor switching	No
Product feature / Touch protection	Yes
Product component	
• combined terminal top	Yes
• combined terminal bottom	Yes
• Product feature / Properties for main switches in accordance with EN 60204-1	Yes
• product feature / halogen-free	Yes
• Product feature / sealable	Yes
• product feature / silicon-free	Yes
Product extension / can be installed / supplementary devices	Yes

Short circuit	
Breaking capacity short-circuit current (I _{cn})	
• at AC / acc. to UL 1077 and CSA C22.2 No.235	5 kA

Connections	
connectable conductor cross-section / solid	
• minimum	0.75 mm ²
• maximum	35 mm ²
Connectable conductor cross-section / stranded	

• minimum	0.75 mm ²
• maximum	35 mm ²
connectable conductor cross-section / finely stranded / with core end processing	
• minimum	0.75 mm ²
• maximum	25 mm ²
AWG number / as coded connectable conductor cross section	
• minimum	18
• maximum	4
Tightening torque [lbf·in] / with screw-type terminals	
• minimum	22 lbf·in
• maximum	31 lbf·in
Tightening torque / with screw-type terminals	
• minimum	2.5 N·m
• maximum	3.5 N·m
Position / of power supply cord	Any

Mechanical Design

Height	90 mm
Width	54 mm
Depth	76 mm
installation depth	70 mm
number of width units	3
Mounting type	Quick assembly system
mounting position	any
net weight	455 g

Environmental conditions

influence of the surrounding temperature	max. 95% to 55°C, max. 55% to 70°C, max. 35% to 75°C
Ambient temperature	
• minimum	-40 °C
• maximum	70 °C
Ambient temperature / during storage	
• minimum	-40 °C
• maximum	75 °C
Number of test cycles / for environmental testing / acc. to IEC 60068-2-30	6

Certificates

• reference code / acc. to DIN EN 61346-2	F
• Reference code / acc. to DIN EN 81346-2	F

General Product Approval



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Railway



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[Confirmation](#)

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Further information

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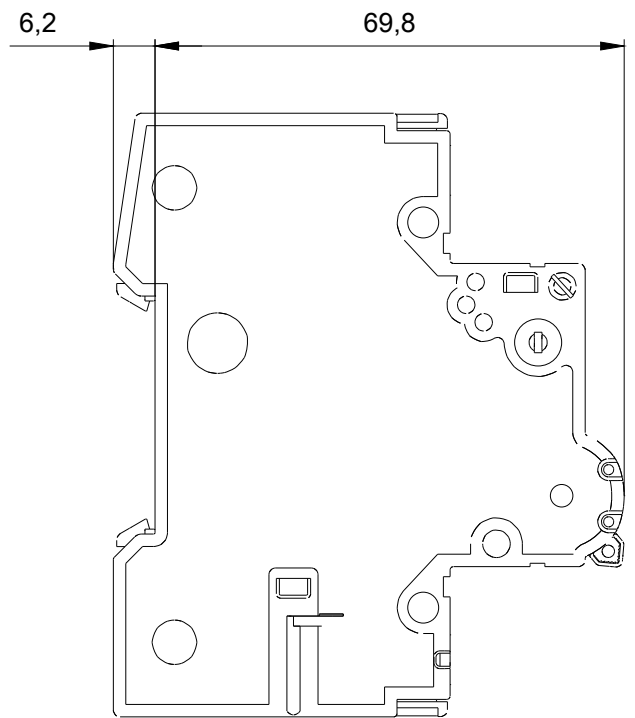
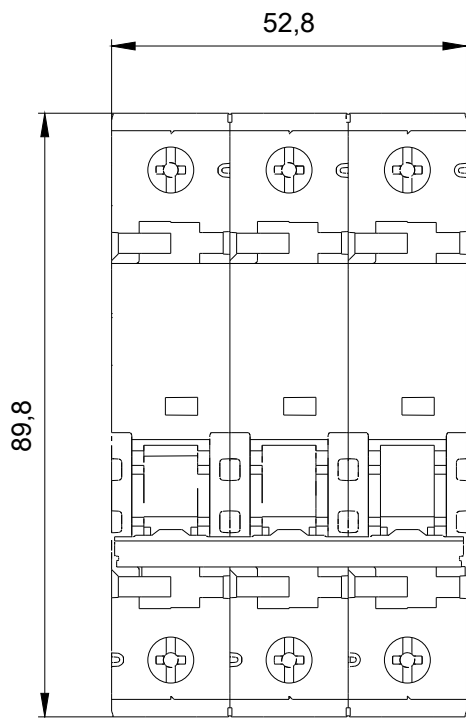
http://www.automation.siemens.com/bilddb/cax_en.aspx?mlfb=5SY4318-7

CAX-Online-Generator

<http://www.siemens.com/cax>

Tender specifications

<http://www.siemens.com/specifications>



Miniature circuit breaker 400 V 10kA, 2-pole, C, 20 A, D=70 mm



Model	
product brand name	SENTRON
Product designation	Miniature circuit breaker
General technical data	
number of poles	2
Number of poles / Note	2P
Tripping characteristic class	C
circuit-breaker / Design	5SY4
Mechanical service life (switching cycles) / typical	10 000
overvoltage category	III
Degree of pollution	3
Voltage	
Insulation voltage	
• with single-phase operation / at AC / rated value	440 V
• with multi-phase operation / at AC / rated value	440 V
Supply voltage / with single-phase operation / at AC / rated value	230 V

Supply voltage	
type of voltage	AC
Operating current / at AC / rated value	20 A
Supply voltage	
• at AC / rated value	400 V
Operating voltage	
• at DC / rated value / maximum	72 V
Supply voltage frequency	
• rated value	50/60 Hz
Protection class	
Protection class IP	IP20, with connected conductors
Switching capacity	
Switching capacity current	
• at DC / acc. to IEC 60947-2 / rated value	15 kA
• acc. to EN 60898 / rated value	10 kA
• acc. to IEC 60947-2 / rated value	20 kA
Energy limiting class	3
Dissipation	
Power loss [W] / for rated value of the current / at AC / in hot operating state / per pole	1.7 W
Suitability for operation	Mechanical engineering / industry
Product details	
Product function / neutral conductor switching	No
Product feature / Touch protection	Yes
Product component	
• combined terminal top	Yes
• combined terminal bottom	Yes
• Product feature / Properties for main switches in accordance with EN 60204-1	Yes
• product feature / halogen-free	Yes
• Product feature / sealable	Yes
• product feature / silicon-free	Yes
Product extension / can be installed / supplementary devices	Yes
Short circuit	
Breaking capacity short-circuit current (I _{cn})	
• at AC / acc. to UL 1077 and CSA C22.2 No.235	5 kA
Connections	
connectable conductor cross-section / solid	
• minimum	0.75 mm ²

• maximum	35 mm ²
Connectable conductor cross-section / stranded	
• minimum	0.75 mm ²
• maximum	35 mm ²
connectable conductor cross-section / finely stranded / with core end processing	
• minimum	0.75 mm ²
• maximum	25 mm ²
AWG number / as coded connectable conductor cross section	
• minimum	18
• maximum	4
Tightening torque [lbf·in] / with screw-type terminals	
• minimum	22 lbf·in
• maximum	31 lbf·in
Tightening torque / with screw-type terminals	
• minimum	2.5 N·m
• maximum	3.5 N·m
Position / of power supply cord	Any

Mechanical Design

Height	90 mm
Width	36 mm
Depth	76 mm
installation depth	70 mm
number of width units	2
Mounting type	Quick assembly system
mounting position	any
net weight	318 g

Environmental conditions

influence of the surrounding temperature	max. 95% to 55°C, max. 55% to 70°C, max. 35% to 75°C
Ambient temperature	
• minimum	-40 °C
• maximum	70 °C
Ambient temperature / during storage	
• minimum	-40 °C
• maximum	75 °C
Number of test cycles / for environmental testing / acc. to IEC 60068-2-30	6

Certificates

• reference code / acc. to DIN EN 61346-2	F
• Reference code / acc. to DIN EN 81346-2	F

General Product Approval



CCC



IMQ



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General Product Approval

[Miscellaneous](#)

[KC](#)



EG-Konf.

Declaration of Conformity

Test Certificates

[Miscellaneous](#)

[Special Test Certificate](#)

Shipping Ap- proval



ABS

Shipping Approval



LRS



RINA

Railway

[Confirmation](#)

[Vibration and Shock](#)

Further information

Information- and Downloadcenter (Catalogs, Brochures,...)

<http://www.siemens.com/lowvoltage/catalogs>

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=5SY4220-7>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

<https://support.industry.siemens.com/cs/ww/en/ps/5SY4220-7>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, ...)

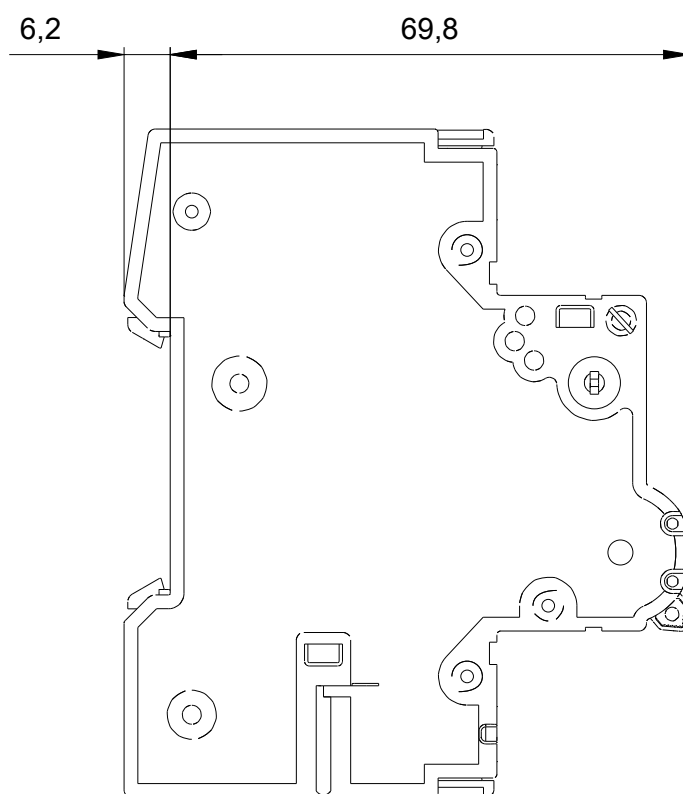
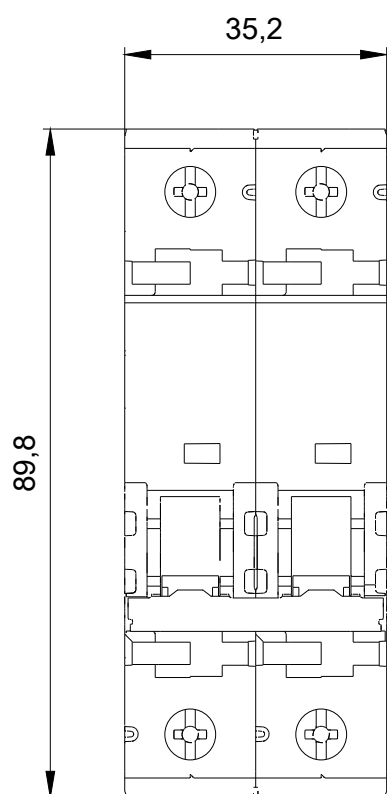
http://www.automation.siemens.com/bilddb/cax_en.aspx?mlfb=5SY4220-7

CAX-Online-Generator

<http://www.siemens.com/cax>

Tender specifications

<http://www.siemens.com/specifications>



SITOP PSU100L/1AC/24VDC/5A
SITOP PSU100L 24 V/5 A Stabilized power supply input: 120/230 V
AC, output: 24 V DC/5 A



Input	
Input	1-phase AC
• Note	Set by means of selector switch on the device
Supply voltage	
• 1 at AC Rated value	120 V
• 2 at AC Rated value	230 V
Input voltage	
• 1 at AC	93 ... 132 V
• 2 at AC	187 ... 264 V
Wide-range input	No
Overvoltage resistance	2.3 × Vin rated, 1.3 ms
Mains buffering	at Vin = 93/187 V
Mains buffering at lout rated, min.	20 ms; at Vin = 93/187 V
Rated line frequency 1	50 Hz
Rated line frequency 2	60 Hz
Rated line range	47 ... 63 Hz
Input current	
• at rated input voltage 120 V	2.1 A
• at rated input voltage 230 V	1.15 A

Switch-on current limiting (+25 °C), max.	32 A
Duration of inrush current limiting at 25 °C	
• typical	3 ms
I ² t, max.	0.8 A ² ·s
Built-in incoming fuse	T 3,15 A/250 V (not accessible)
Protection in the mains power input (IEC 898)	Recommended miniature circuit breaker: from 6 A characteristic C

Output	
Output	Controlled, isolated DC voltage
Rated voltage V _{out} DC	24 V
Total tolerance, static ±	3 %
Static mains compensation, approx.	0.1 %
Static load balancing, approx.	0.5 %
Residual ripple peak-peak, max.	150 mV
Residual ripple peak-peak, typ.	50 mV
Spikes peak-peak, max. (bandwidth: 20 MHz)	240 mV
Spikes peak-peak, typ. (bandwidth: 20 MHz)	150 mV
Adjustment range	22.8 ... 26.4 V
Product function output voltage adjustable	Yes
Output voltage setting	via potentiometer
Status display	Green LED for 24 V OK
On/off behavior	Overshoot of V _{out} approx. 4 %
Startup delay, max.	1.5 s
Voltage rise, typ.	130 ms
Rated current value I _{out} rated	5 A
Current range	0 ... 5 A
• Note	+45 ... +60 °C: Derating 2%/K
Supplied active power typical	120 W
Parallel switching for enhanced performance	Yes
Numbers of parallel switchable units for enhanced performance	2

Efficiency	
Efficiency at V _{out} rated, I _{out} rated, approx.	86 %
Power loss at V _{out} rated, I _{out} rated, approx.	17 W

Closed-loop control	
Dynamic mains compensation (V _{in} rated ±15 %), max.	0.3 %
Dynamic load smoothing (I _{out} : 10/90/10 %), U _{out} ± typ.	2 %
Load step setting time 10 to 90%, typ.	0.4 ms
Load step setting time 90 to 10%, typ.	0.4 ms

Protection and monitoring	
Output overvoltage protection	< 33 V

Current limitation, typ.	5.25 A
Property of the output Short-circuit proof	Yes
Short-circuit protection	Constant current characteristic
Enduring short circuit current RMS value	
• typical	8 A
Overload/short-circuit indicator	-

Safety

Primary/secondary isolation	Yes
Galvanic isolation	Safety extra-low output voltage U _{out} acc. to EN 60950-1 and EN 50178
Protection class	Class I
Leakage current	
• maximum	3.5 mA
• typical	0.4 mA
Degree of protection (EN 60529)	IP20

Approvals

CE mark	Yes
UL/cUL (CSA) approval	cULus-Listed (UL 508, CSA C22.2 No. 107.1), File E197259
Explosion protection	-
FM approval	-
CB approval	Yes
Marine approval	-

EMC

Emitted interference	EN 55022 Class A
Supply harmonics limitation	-
Noise immunity	EN 61000-6-2

environmental conditions

Ambient temperature	
• during operation	0 ... 60 °C
— Note	with natural convection
• during transport	-40 ... +85 °C
• during storage	-40 ... +85 °C
Humidity class according to EN 60721	Climate class 3K3, 5 ... 95% no condensation

Mechanics

Connection technology	screw-type terminals
Connections	
• Supply input	L, N, PE: 1 screw terminal each for 0.5 ... 2.5 mm ² single-core/finely stranded
• Output	+, -: 2 screw terminals each for 0.5 ... 2.5 mm ²
• Auxiliary	-
Width of the enclosure	50 mm

Height of the enclosure	125 mm
Depth of the enclosure	120 mm
Required spacing	
• top	50 mm
• bottom	50 mm
• left	0 mm
• right	0 mm
Weight, approx.	0.5 kg
Product feature of the enclosure housing for side-by-side mounting	Yes
Installation	Snaps onto DIN rail EN 60715 35x7.5/15
MTBF at 40 °C	3 076 166 h
Other information	Specifications at rated input voltage and ambient temperature +25 °C (unless otherwise specified)

Miniature circuit breaker 400 V 10kA, 2-pole, C, 30 A, D=70 mm



Model	
product brand name	SENTRON
Product designation	Miniature circuit breaker
General technical data	
number of poles	2
Number of poles / Note	2P
Tripping characteristic class	C
circuit-breaker / Design	5SY4
Mechanical service life (switching cycles) / typical	10 000
overvoltage category	III
Degree of pollution	3
Voltage	
Insulation voltage	
• with single-phase operation / at AC / rated value	440 V
• with multi-phase operation / at AC / rated value	440 V
Supply voltage	
type of voltage	AC

Operating current / at AC / rated value	30 A
Supply voltage	
• at AC / rated value	400 V
Operating voltage	
• at DC / rated value / maximum	72 V
Supply voltage frequency	
• rated value	50/60 Hz

Protection class

Protection class IP	IP20, with connected conductors
---------------------	---------------------------------

Switching capacity

Switching capacity current	
• at DC / acc. to IEC 60947-2 / rated value	15 kA
• acc. to EN 60898 / rated value	10 kA
• acc. to IEC 60947-2 / rated value	20 kA
Energy limiting class	3

Dissipation

Power loss [W] / for rated value of the current / at AC / in hot operating state / per pole	2.3 W
---	-------

Current

Tripping residual / rated value / derated current / at 40 Cel	28.56 A
Suitability for operation	Mechanical engineering / industry

Product details

Product function / neutral conductor switching	No
Product feature / Touch protection	Yes
Product component	
• combined terminal top	Yes
• combined terminal bottom	Yes
• Product feature / Properties for main switches in accordance with EN 60204-1	Yes
• product feature / halogen-free	Yes
• Product feature / sealable	Yes
• product feature / silicon-free	Yes
Product extension / can be installed / supplementary devices	Yes

Short circuit

Breaking capacity short-circuit current (I _{cn})	
• at AC / acc. to UL 1077 and CSA C22.2 No.235	5 kA

Connections

connectable conductor cross-section / solid	
---	--

• minimum	0.75 mm ²
• maximum	35 mm ²
Connectable conductor cross-section / stranded	
• minimum	0.75 mm ²
• maximum	35 mm ²
connectable conductor cross-section / finely stranded / with core end processing	
• minimum	0.75 mm ²
• maximum	25 mm ²
AWG number / as coded connectable conductor cross section	
• minimum	18
• maximum	4
Tightening torque [lbf·in] / with screw-type terminals	
• minimum	22 lbf·in
• maximum	31 lbf·in
Tightening torque / with screw-type terminals	
• minimum	2.5 N·m
• maximum	3.5 N·m
Position / of power supply cord	Any

Mechanical Design

Height	90 mm
Width	36 mm
Depth	76 mm
installation depth	70 mm
number of width units	2
Mounting type	Quick assembly system
mounting position	any
net weight	300 g

Environmental conditions

influence of the surrounding temperature	max. 95% to 55°C, max. 55% to 70°C, max. 35% to 75°C
Ambient temperature	
• minimum	-40 °C
• maximum	70 °C
Ambient temperature / during storage	
• minimum	-40 °C
• maximum	75 °C
Number of test cycles / for environmental testing / acc. to IEC 60068-2-30	6

Certificates

• reference code / acc. to DIN EN 61346-2	F
• Reference code / acc. to DIN EN 81346-2	F

General Product Approval



CCC



UR



VDE



CB



RCM

[Miscellaneous](#)

Declaration of Conformity



EG-Konf.

Test Certificates

[Miscellaneous](#)

[Special Test Certificate](#)

Shipping Approval



ABS



BUREAU
VERITAS



LRS

Shipping Approval

Railway



RINA

[Confirmation](#)

[Vibration and Shock](#)

Further information

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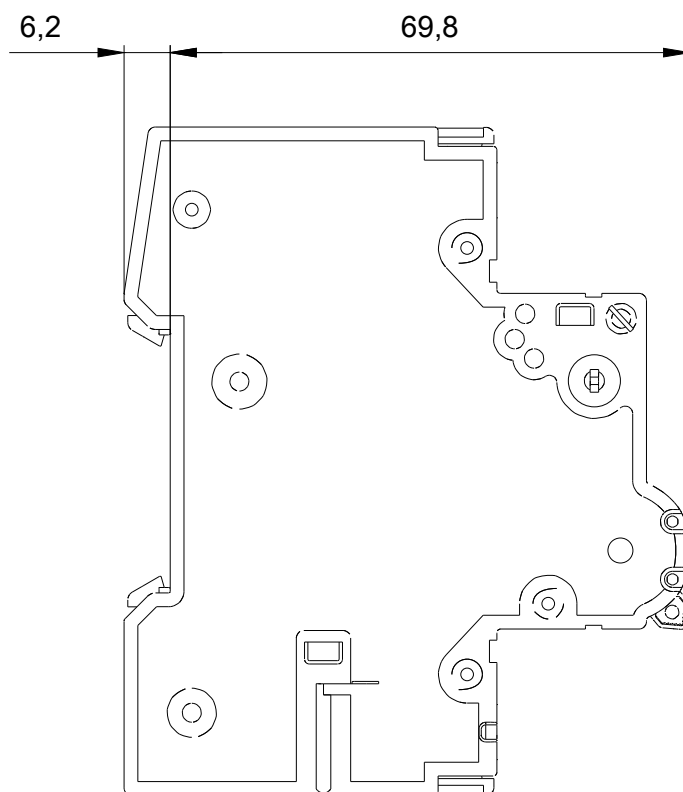
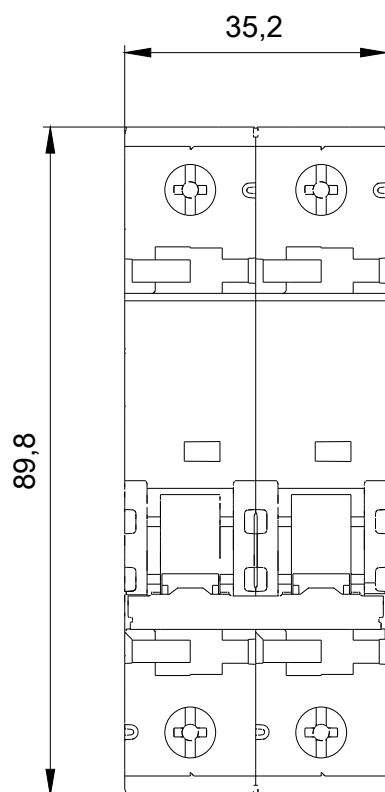
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CAX-Online-Generator

<http://www.siemens.com/cax>

Tender specifications

<http://www.siemens.com/specifications>



Rittal – The System.

Faster – better – everywhere.

► WM Wallmount Enclosures



Rittal WM enclosures set the standard for maximum use of space and ease of installation. WM compact enclosures can be used for virtually any application. NEMA protection ratings are ensured through a secure locking system, foamed-in-place gasket and knife-edge perimeter. Features include a body constructed of cold rolled steel, steel doors and zinc-plated mounting panels. WM enclosures are readily available in all of the most popular sizes, protection categories and configurations – including universal disconnect cutout.

For complete details on the entire line, go to www.rittal.us.

- One-piece welded cold-rolled steel body
- Available in carbon and stainless steel
- Zinc-plated mounting panel standard
- Available with universal disconnect cutout
- Foamed-in-place gasket
- Quick-release hidden 130° door hinges
- Electrophoresis dip-coat primer with powder-coat surface
- Flange-trough collar opening channels liquids and dust away from enclosure gasket and enclosure interior
- Left-hand hinged door (the single door configuration is reversible)
- Wall-mounting holes
- Single door enclosures less than 20" in height have one ¼ turn latch with screwdriver insert
- Single door enclosures 20 - 40" in height have two ¼-turn latches with screwdriver inserts
- Single door enclosures greater than or equal to 42" in height have a 3-point latching L-handle
- Double door and disconnect enclosures have a 2- or 3-point latching L-handle

ENCLOSURES

POWER DISTRIBUTION

CLIMATE CONTROL

IT INFRASTRUCTURE

SOFTWARE & SERVICES

FRIEDHELM LOH GROUP

www.rittal.us



Carbon Steel, Single Door – UL/cUL Type 12, 3R, 4		
Part No.	Catalog No.	H x W x D
8017528	WM121206NC	12x12x6
8017529	WM161206NC	16x12x6
8017530	WM161606NC	16x16x6
8017531	WM162006NC	16x20x6
8017532	WM201606NC	20x16x6
8017533	WM202006NC	20x20x6
8017534	WM241606NC	24x16x6
8017535	WM242006NC	24x20x6
8017536	WM242406NC	24x24x6
1034250	WM161208NC	16x12x8
1244250	WM161608NC	16x16x8
8017541	WM162008NC	16x20x8
1045250	WM201608NC	20x16x8
1050250	WM202008NC	20x20x8
8017544	WM202408NC	20x24x8
8017545	WM241608NC	24x16x8
8017546	WM242008NC	24x20x8
1060250	WM242408NC	24x24x8
8017549	WM243008NC	24x30x8
8017551	WM302008NC	30x20x8
1076250	WM302408NC	30x24x8
1077250	WM303008NC	30x30x8
8017554	WM362408NC	36x24x8
8017559	WM423608NC	42x36x8
8017560	WM483608NC	48x36x8
8018963	WM202010NC	20x20x10
9851538	WM241610NC	24x16x10
8017561	WM242010NC	24x20x10
8017555	WM363008NC	36x30x8
8017557	WM363608NC	36x36x8
8017558	WM423008NC	42x30x8
8017562	WM242410NC	24x24x10
8017563	WM302410NC	30x24x10
8018902	WM303010NC	30x30x10
8017566	WM362410NC	36x24x10
8017567	WM363010NC	36x30x10
8017569	WM423610NC	42x36x10
8017570	WM483610NC	48x36x10
8017571	WM603610NC	60x36x10
1350250	WM202012NC	20x20x12
8017574	WM242012NC	24x20x12
8017575	WM242412NC	24x24x12
8017576	WM302412NC	30x24x12
1073250	WM303012NC	30x30x12
8017578	WM362412NC	36x24x12
8017579	WM363012NC	36x30x12
8017581	WM363612NC	36x36x12
8017586	WM423612NC	42x36x12

Carbon Steel, Single Door – UL/cUL Type 12, 3R, 4 (continued)		
Part No.	Catalog No.	H x W x D
8017588	WM483612NC	48x36x12
8017591	WM603612NC	60x36x12
8017594	WM363016NC	36x30x16
8017595	WM483616NC	48x36x16
8017597	WM603616NC	60x36x16
8017598	WM302420NC	30x24x20
8017599	WM483620NC	48x36x20
Carbon Steel, Double Door – UL/cUL Type 12		
Part No.	Catalog No.	H x W x D
8017550	WM244208NC	24x42x8
8017564	WM304210NC	30x42x10
8017565	WM304810NC	30x48x10
8017582	WM364212NC	36x42x12
8017583	WM364812NC	36x48x12
8017584	WM366012NC	36x60x12
8017587	WM426012NC	42x60x12
8017590	WM484812NC	48x48x12
Carbon Steel, Single Door, Without Mounting Panel – UL/cUL Type 12, 3R, 4		
Part No.	Catalog No.	H x W x D
9851533	WM242408NC L/MPL	24x24x8
9851534	WM302408NC L/MPL	30x24x8
9851535	WM303008NC L/MPL	30x30x8
9851536	WM363008NC L/MPL	36x30x8
Carbon Steel Disconnect – UL/cUL Type 12, 3R, 4		
Part No.	Catalog No.	H x W x D
8018976	WM202208XC	20x22x8
8018977	WM242208XC	24x22x8
8017548	WM242608XC	24x26x8
9851539	WM242610XC	24x26x10
8018978	WM302608XC	30x26x8
8017556	WM363208XC	36x32x8
8017568	WM363210XC	36x32x10
8017572	WM603810XC	60x38x10
8018979	WM302612XC	30x26x12
8017580	WM363212XC	36x32x12
8017585	WM423212XC	42x32x12
8018980	WM423812XC	42x38x12
8017589	WM483812XC	48x38x12
8017592	WM603812XC	60x38x12
8017596	WM483816XC	48x38x16
8018981	WM603816XC	60x38x16

Note: measurements are approximate.

Rittal North America LLC

Woodfield Corporate Center • 425 North Martingale Road,
Suite 400 • Schaumburg, Illinois 60173 • USA
Phone: 937-399-0500 • Toll-free: 800-477-4000
Email: rittal@rittal.us • Website: www.rittal.us

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TS8 Floormount Enclosures



ENCLOSURES

POWER DISTRIBUTION

CLIMATE CONTROL

IT INFRASTRUCTURE

SOFTWARE & SERVICES



FRIEDHELM LOH GROUP

TS 8 Floormount Enclosure Type 12



Material:

- Enclosure frame: Carbon steel, 1.5 mm
- Roof: Carbon steel, 1.5 mm
- Doors: Carbon steel, 2 mm
- Rear wall: Carbon steel, 1.5 mm
- Sidewalls: Carbon steel, 1.5 mm
- Base plate: Carbon steel, 2.0 mm
- Leg kits: Carbon steel, 3 mm
- Mounting panel: Carbon steel, 3 mm

Surface Finish:

- Enclosure frame: Dipcoat primed
- Door, roof, walls, base plate and leg kits:
Dipcoat primed, powder-coated RAL 7035
(light gray)
- Mounting panel: Zinc-plated

Protection Rating:

- UL Type 12
- IP 55

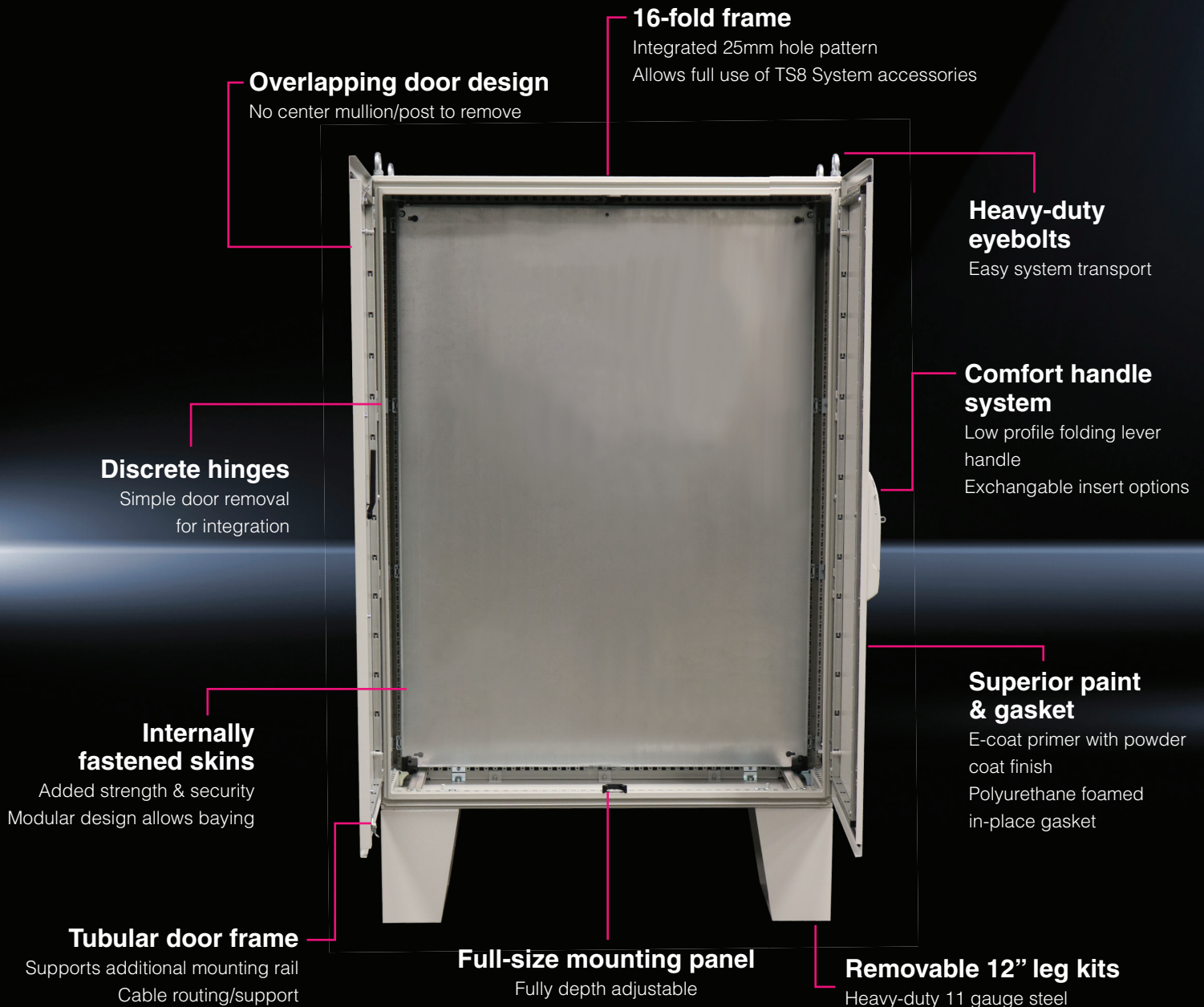
Supply Includes:

- Enclosure frame with two doors, overlapping
- Roof plate, internally fastened
- Base plate, internally fastened
- Rear wall, internally fastened
- Sidewalls, internally fastened
- 12 inch removable leg kits
- Mounting panel
- 4 transportation eyebolts
- Padlocking Comfort Handle with keylocking pushbutton insert

Part No.	Catalog No.	H		W		D		Panel H		Panel W		Weight	
		in	mm	in	mm	in	mm	in	mm	in	mm	lb	kg
8018795	TSFM634712NC	63	1600	47	1200	12	300	59	1496	43	1099	352.0	160.0
8018796	TSFM636312NC	63	1600	63	1600	12	300	59	1496	59	1499	452.0	205.0
8018797	TSFM716312NC	71	1800	63	1600	12	300	67	1696	59	1499	486.0	221.0
8018798	TSFM717112NC	71	1800	71	1800	12	300	67	1696	67	1699	546.0	248.0
8018799	TSFM634716NC	63	1600	47	1200	16	400	59	1496	43	1099	359.0	163.0
8018800	TSFM636316NC	63	1600	63	1600	16	400	59	1496	59	1499	459.0	209.0
8018801	TSFM716316NC	71	1800	63	1600	16	400	67	1696	59	1499	493.0	224.0
8018802	TSFM717116NC	71	1800	71	1800	16	400	67	1696	67	1699	553.0	251.0
8018803	TSFM634720NC	63	1600	47	1200	20	500	59	1496	43	1099	366.0	166.0
8018804	TSFM716320NC	71	1800	63	1600	20	500	67	1696	59	1499	500.0	227.0
8018792	TSFM717120NC	71	1800	71	1800	20	500	67	1696	67	1699	560.0	255.0
8018805	TSFM634724NC	63	1600	47	1200	24	600	59	1496	43	1099	415.0	189.0
8018806	TSFM636324NC	63	1600	63	1600	24	600	59	1496	59	1499	481.0	219.0
8018807	TSFM716324NC	71	1800	63	1600	24	600	67	1696	59	1499	517.0	235.0
8018793	TSFM717124NC	71	1800	71	1800	24	600	67	1696	67	1699	583.0	264.0

TSFM Features & Benefits

► Type 12



Popular Accessories



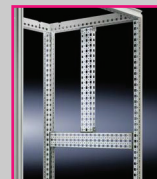
Partial Mounting Panels



Print Pocket



Door Stay



Internal Rail Systems



Enclosure Lights

TS 8 Floormount Enclosure Type 3R



Material:

- Enclosure frame: Carbon steel, 1.5 mm
- Roof: Carbon steel, 1.5 mm
- Doors: Carbon steel, 2 mm
- Sidewalls: Carbon steel, 1.5 mm
- Base plate: Carbon steel, 2.0 mm
- Leg kits: Carbon steel, 3 mm
- Mounting panel: Carbon steel, 3 mm

Protection Rating:

- UL Type 3R
- IP 55

Supply Includes:

- Enclosure frame with two doors, overlapping
- Roof plate, extended front with overlapping sides
- Base plate, internally fastened
- Rear wall, internally fastened
- Sidewalls, internally fastened
- 12 inch removable leg kits
- Mounting panel
- 4 transportation eyebolts
- Padlocking Comfort Handle with keylocking pushbutton insert

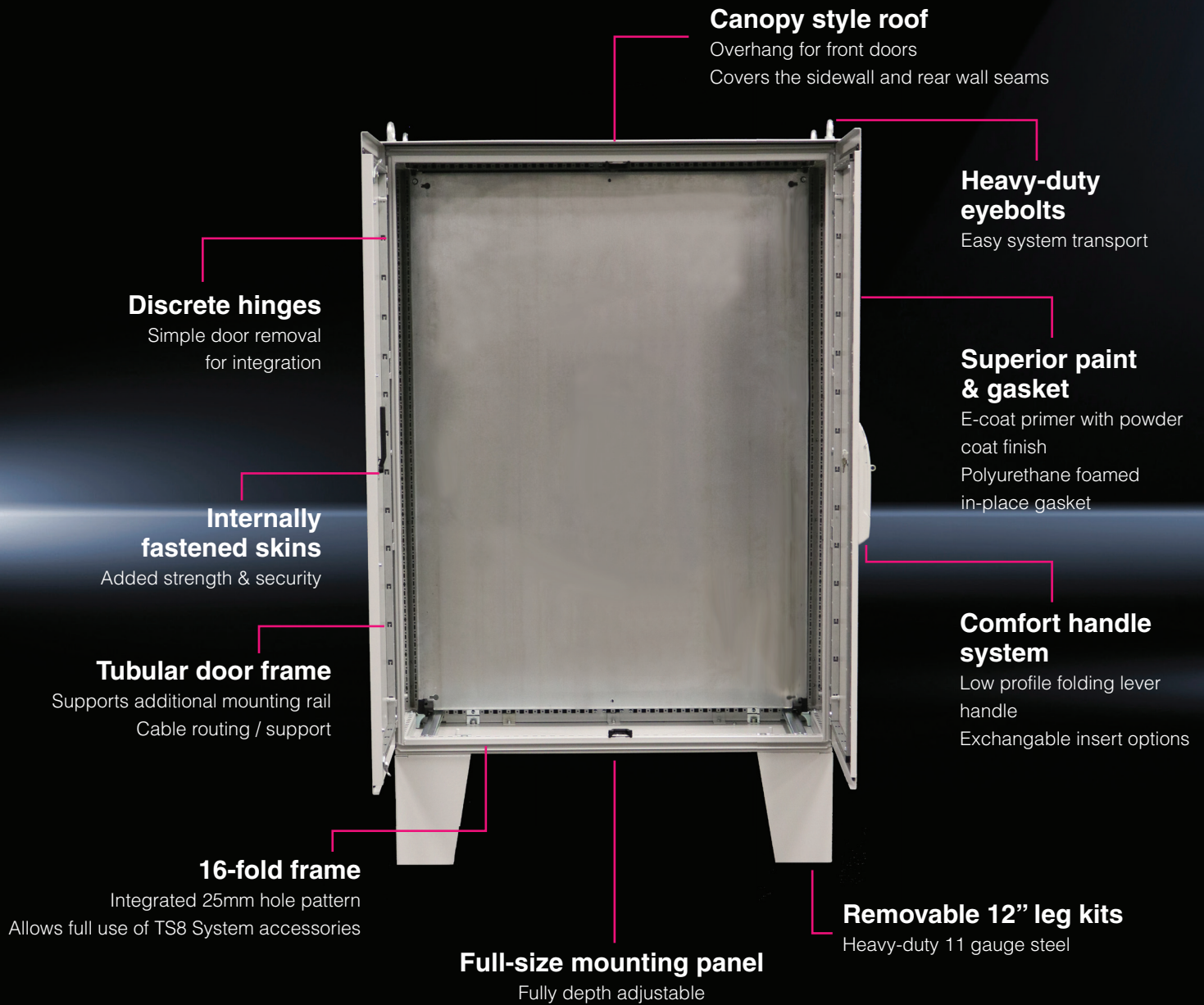
Surface Finish:

- Enclosure frame: Dipcoat primed, powder-coated RAL 7035
- Door, roof, walls, base plate and leg kits: Dipcoat primed, powder-coated RAL 7035 (light gray)
- Mounting panel: Zinc-plated

Part No.	Catalog No.	H		W		D		Panel H		Panel W		Weight	
		in	mm	in	mm	in	mm	in	mm	in	mm	lb	kg
8018964	TSFM634716NCR	63	1600	47	1200	16	400	59	1496	43	1099	352.0	160.0
8018965	TSFM634720NCR	63	1600	47	1200	20	500	59	1496	43	1099	366.0	166.0
8018966	TSFM636316NCR	63	1600	63	1600	16	400	59	1496	59	1499	459.0	209.0
8018967	TSFM636320NCR	63	1600	63	1600	20	500	59	1496	59	1499	471.0	214.0
8018968	TSFM716316NCR	71	1800	63	1600	16	400	67	1696	59	1499	493.0	224.0
8018969	TSFM716320NCR	71	1800	63	1600	20	500	67	1696	59	1499	500.0	227.0
8018970	TSFM717116NCR	71	1800	71	1800	16	400	67	1696	67	1699	553.0	251.0
8018971	TSFM717120NCR	71	1800	71	1800	20	500	67	1696	67	1699	560.0	255.0
8018972	TSFM717124NCR	71	1800	71	1800	24	600	67	1696	67	1699	580.0	264.0

TSFM Features & Benefits

► Type 3R



Popular Accessories



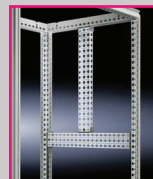
Partial Mounting Panels



Print Pocket



Door Stay



Internal Rail Systems



Deep Hinged Window Kit

TS 8 Floormount Disconnect Enclosure



Material:

- Enclosure frame: Carbon steel, 1.5 mm
- Roof: Carbon steel, 1.5 mm
- Doors: Carbon steel, 2 mm
- Rear wall: Carbon steel, 1.5 mm
- Sidewalls: Carbon steel, 1.5 mm
- Base plate: Carbon steel, 2.0 mm
- Leg kits: Carbon steel, 3 mm
- Mounting panel: Carbon steel, 3 mm

Surface Finish:

- Enclosure frame: Dipcoat primed
- Door, roof, walls, base plate and leg kits:
Dipcoat primed, powder-coated RAL 7035
(light gray)
- Mounting panel: Zinc-plated

Protection Rating:

- UL Type 12
- IP 55

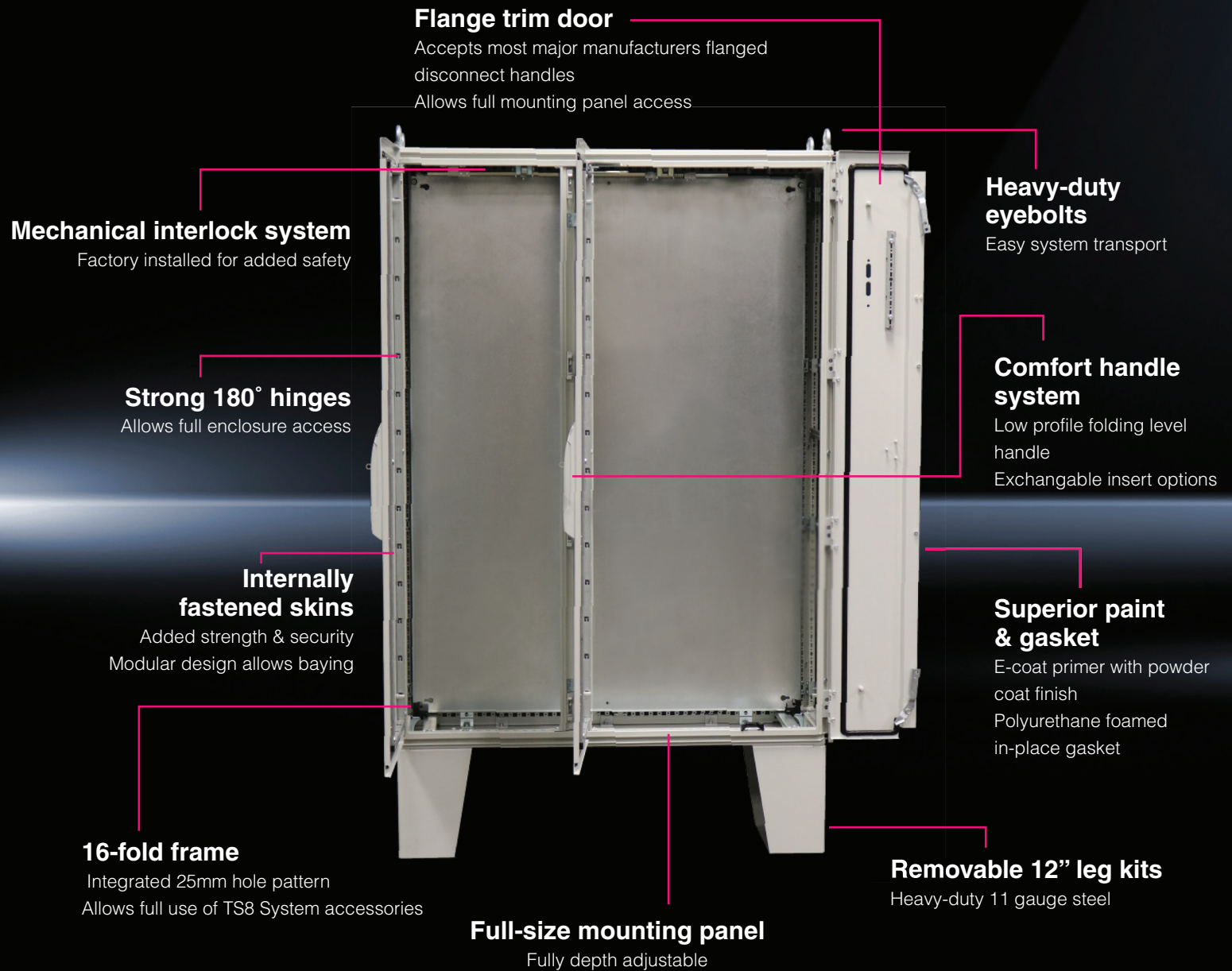
Supply Includes:

- Enclosure frame with two doors
- Roof plate, internally fastened
- Base plate, internally fastened
- Rear wall, internally fastened
- Trim panel with cut-out for disconnect handle
- Sidewalls, internally fastened
- 12 inch removable leg kits
- Mounting panel
- 4 transportation eyebolts
- Padlocking Comfort Handle with screwdriver insert
- Main door operator handle interlocking kit
- Adjacent door locking kit and interlocking rods

Part No.	Catalog No.	H		W		D		Panel H		Panel W		Weight	
		in	mm	in	mm	in	mm	in	mm	in	mm	lb	kg
8018808	TSFM634716XC	63	1600	47	1200	16	400	59	1496	43	1099	370.0	168.0
8018809	TSFM636316XC	63	1600	63	1600	16	400	59	1496	59	1499	470.0	213.0
8018810	TSFM716316XC	71	1800	63	1600	16	400	67	1696	59	1499	505.0	229.0
8018811	TSFM717116XC	71	1800	71	1800	16	400	67	1696	67	1699	565.0	256.0
8018812	TSFM634720XC	63	1600	47	1200	20	500	59	1496	43	1099	378.0	171.0
8018813	TSFM636320XC	63	1600	63	1600	20	500	59	1496	59	1499	495.0	225.0
8018814	TSFM716320XC	71	1800	63	1600	20	500	67	1696	59	1499	515.0	234.0
8018815	TSFM717120XC	71	1800	71	1800	20	500	67	1696	67	1699	575.0	261.0
8018816	TSFM634724XC	63	1600	47	1200	24	600	59	1496	43	1099	430.0	195.0
8018817	TSFM636324XC	63	1600	63	1600	24	600	59	1496	59	1499	495.0	225.0
8018818	TSFM717124XC	71	1800	71	1800	24	600	67	1696	67	1699	595.0	270.0

TSFM Features & Benefits

► Type 12 FMD



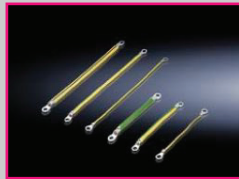
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ENCLOSURES

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SOFTWARE & SERVICES



FRIEDHELM LOH GROUP

Horns

Vibrating

870 Series

The 870 Series panel mount vibrating horns are low current, high decibel for heavy-duty use. They come complete with gasket and are UL listed to NEMA 4X, NEMA 12 and NEMA 12K enclosure requirements.

Designed for semi-flush panel mounting, using supplied mounting template, or installation on a 4" square box. For NEMA 4X installation, mount to a NEMA 4X enclosure using the supplied gasket.

Features and Specifications

- Corrosion resistant finish
- Volume adjustable
- Completely assembled
- Heavy duty die-cast housing
- NEMA Type 4X, NEMA Type 12 and Type 12K Rated
- Operating range: -20% to +10% of nominal voltage

870P AC

- Adjustable output: 88 to 113dB @ 1m (78 to 103dB @ 10ft.)

871P DC

- Adjustable output: 88 to 101dB @ 1m (78 to 91dB @ 10ft.)



Ordering Information

Description	Cat. No.	Operating Voltage ²	Current	VA	dB at 1m/10ft. ¹	DC Coil Res (Ohms)
Panel Mount, AC	870P-E5	12V AC	1.25 A	15.0	113/103	1.5
	870P-G5	24V AC	0.63 A	15.1	113/103	5.2
	870P-N5	120V AC	0.13 A	15.6	113/103	150
	870P-R5	240V AC	0.07 A	16.8	113/103	580
Panel Mount, DC	871P-C1	6V DC	0.7 A	4.2	101/91	1.4
	871P-E1	12V DC	0.27 A	3.2	101/91	6
	871P-G1	24V DC	0.16 A	3.8	101/91	24
	871P-J1	32V DC	0.11 A	3.52	101/91	40
	871P-P1	125V DC	0.025 A	3.1	101/91	600
	871P-S1	250V DC	0.014 A	3.5	101/91	2640

¹dB rating measured in anechoic chamber.

²AC voltage frequency is 50/60 Hz.

Accessories

Description	Cat. No.
Plastic Projector	872-PO

Signal Input Load Characteristics

These devices may be operated by PLCs with output characteristics that match the input load requirements of the signal.

Cat. No.	Operating Voltage	Max. Off State Leakage Current (A)	Continuous On Current (A)	Surge (Inrush/Duration) Amps/Seconds
870P-N5	120V AC	0.025	0.120	1.02/.000026
871P-G1	24V DC	0.025	0.150	1.7/.000042

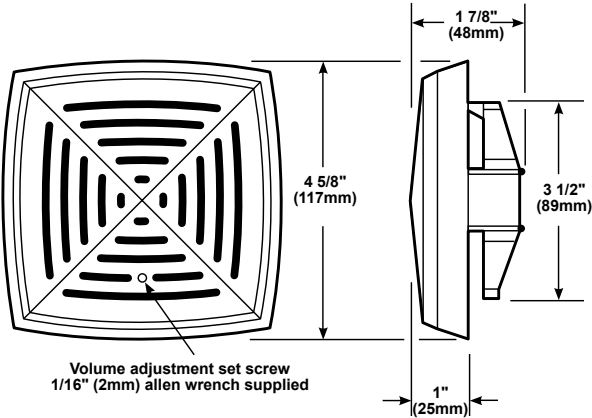


Horns

Vibrating

870 Series

Weights and Dimensions		
Cat. No.	Approx. Net Weight (lb.)	Approx. Shipping Weight (lb.)
870P-E5	1.80	2.05
870P-G5	1.80	2.05
870P-N5	1.80	2.05
870P-R5	1.80	2.05
871P-C1	1.80	2.05
871P-E1	1.80	2.05
871P-G1	1.80	2.05
871P-J1	1.80	2.05
871P-P1	1.80	2.05
871P-S1	1.80	2.05
872-PO	0.34	0.58



Circuit breaker size S3 for motor protection, CLASS 10 A-release 65...84 A N-release 1170 A screw terminal Standard switching capacity with transverse auxiliary switches 1 NO+1 NC



product brand name	SIRIUS
product designation	Circuit breaker
design of the product	For motor protection
product type designation	3RV2

General technical data	
size of the circuit-breaker	S3
size of contactor can be combined company-specific	S3
product extension auxiliary switch	Yes
power loss [W] for rated value of the current at AC in hot operating state	34 W
power loss [W] for rated value of the current at AC in hot operating state per pole	11.3 W
insulation voltage with degree of pollution 3 at AC rated value	1 000 V
surge voltage resistance rated value	8 kV
maximum permissible voltage for safe isolation	
in networks with grounded star point between main and auxiliary circuit	400 V
in networks with grounded star point between main and auxiliary circuit	400 V

protection class IP	
• on the front	IP20
• of the terminal	IP00
• shock resistance acc. to IEC 60068-2-27	25g / 11 ms Sinus
• mechanical service life (switching cycles) of the main contacts typical	25 000
• mechanical service life (switching cycles) of auxiliary contacts typical	25 000
• electrical endurance (switching cycles) typical	25 000
type of protection according to ATEX directive 2014/34/EU	Ex II (2) GD
certificate of suitability according to ATEX directive 2014/34/EU	DMT 02 ATEX F 001
reference code acc. to DIN EN 81346-2	Q

Ambient conditions	
• installation altitude at height above sea level maximum	2 000 m
• ambient temperature during operation	-20 ... +60 °C
• ambient temperature during storage	-50 ... +80 °C
• ambient temperature during transport	-50 ... +80 °C
temperature compensation	-20 ... +60 °C
relative humidity during operation	10 ... 95 %

Main circuit	
number of poles for main current circuit	3
adjustable pick-up value current of the current-dependent overload release	65 ... 84 A
• operating voltage rated value	690 V
• operating voltage at AC-3 rated value maximum	690 V
operating frequency rated value	50 ... 60 Hz
operating current rated value	84 A
• — operating current at AC-3 at 400 V rated value	84 A
• operating power at AC-3	
— at 230 V rated value	22 000 W
— at 400 V rated value	45 000 W
— at 500 V rated value	55 000 W
— at 690 V rated value	75 000 W
• operating frequency at AC-3 maximum	15 1/h

Auxiliary circuit	
design of the auxiliary switch	transverse

• number of NC contacts for auxiliary contacts	1
• number of NC contacts for auxiliary contacts	1
• number of NO contacts for auxiliary contacts	1
• number of NO contacts for auxiliary contacts	1
operating current of auxiliary contacts at AC-15	
• at 24 V	2 A
• at 230 V	0.5 A
operating current of auxiliary contacts at DC-13	
• at 24 V	1 A
• at 60 V	0.15 A

Protective and monitoring functions

product function	
• ground fault detection	No
• phase failure detection	Yes
trip class	CLASS 10
design of the overload release	thermal
operational short-circuit current breaking capacity (Ics) at AC	
• at 240 V rated value	100 000 A
• at 400 V rated value	30 000 A
• at 500 V rated value	4 000 A
• at 690 V rated value	3 000 A
maximum short-circuit current breaking capacity (Icu)	
• at AC at 240 V rated value	100 kA
• at AC at 400 V rated value	65 kA
• at AC at 500 V rated value	8 kA
• at AC at 690 V rated value	5 kA
• response value current of instantaneous short-circuit trip unit	1 170 A

UL/CSA ratings

full-load current (FLA) for three-phase AC motor	
• at 480 V rated value	84 A
• at 600 V rated value	84 A
yielded mechanical performance [hp]	
• for single-phase AC motor — at 110/120 V rated value	7.5 hp
— at 230 V rated value	15 hp
• for three-phase AC motor — at 200/208 V rated value	25 hp
— at 220/230 V rated value	30 hp

— at 460/480 V rated value	60 hp
— at 575/600 V rated value	75 hp
contact rating of auxiliary contacts according to UL	C300 / R300

Short-circuit protection

product function short circuit protection	Yes
design of the short-circuit trip	magnetic

Installation/ mounting/ dimensions

• mounting position	any
• mounting type	screw and snap-on mounting onto 35 mm standard mounting rail according to DIN EN 60715
height	165 mm
width	70 mm
depth	176 mm
required spacing	
• for grounded parts at 400 V	
— downwards	70 mm
— upwards	70 mm
— backwards	0 mm
— at the side	10 mm
— forwards	0 mm
• for live parts at 400 V	
— downwards	70 mm
— upwards	70 mm
— backwards	0 mm
— at the side	10 mm
— forwards	0 mm
• for grounded parts at 500 V	
— downwards	110 mm
— upwards	110 mm
— backwards	0 mm
— at the side	10 mm
— forwards	0 mm
• for live parts at 500 V	
— downwards	110 mm
— upwards	110 mm
— backwards	0 mm
— at the side	10 mm
— forwards	0 mm
• for grounded parts at 690 V	
— downwards	150 mm
— upwards	150 mm

— backwards	0 mm
— at the side	30 mm
— forwards	0 mm
• for live parts at 690 V	
— downwards	150 mm
— upwards	150 mm
— backwards	0 mm
— at the side	30 mm

Connections/ Terminals

• product function removable terminal for auxiliary and control circuit	No
type of electrical connection	
• for main current circuit	screw-type terminals
• for auxiliary and control current circuit	screw-type terminals
arrangement of electrical connectors for main current circuit	Top and bottom
• type of connectable conductor cross-sections for main contacts solid	2x (2.5 ... 16 mm ²)
• type of connectable conductor cross-sections for main contacts single or multi-stranded	2x (2,5 ... 50 mm ²), 1x (10 ... 70 mm ²)
• type of connectable conductor cross-sections for main contacts finely stranded with core end processing	2x (2.5 ... 35 mm ²), 1x (2.5 ... 50 mm ²)
• type of connectable conductor cross-sections for main contacts finely stranded without core end processing	2x (10 ... 35 mm ²), 1x (10 ... 50 mm ²)
• type of connectable conductor cross-sections for auxiliary contacts finely stranded with core end processing	2x (0.5 ... 1.5 mm ²), 2x (0.75 ... 2.5 mm ²)
• type of connectable conductor cross-sections at AWG conductors for auxiliary contacts	2x (20 ... 16), 2x (18 ... 14)
tightening torque	
• for main contacts for ring cable lug	4.5 ... 6 N·m
outer diameter of the usable ring cable lug maximum	19 mm
• tightening torque for main contacts with screw-type terminals	4.5 ... 6 N·m
• tightening torque for auxiliary contacts with screw-type terminals	0.8 ... 1.2 N·m
design of the thread of the connection screw	
• of the auxiliary and control contacts	M3

Safety related data

B10 value	
• with high demand rate acc. to SN 31920	5 000

proportion of dangerous failures	
• with low demand rate acc. to SN 31920	50 %
• with high demand rate acc. to SN 31920	50 %
T1 value for proof test interval or service life acc. to IEC 61508	10 y
display version	
• for switching status	Handle

Certificates/ approvals

General Product Approval	For use in hazardous locations
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[KC](#)



For use in hazardous locations	Declaration of Conformity	Test Certificates	Marine / Shipping
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[Miscellaneous](#)

[Special Test Certificate](#)

[Type Test Certificates/Test Report](#)



Marine / Shipping



other	Railway
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[Confirmation](#)



[Vibration and Shock](#)

[Confirmation](#)

Further information

Information- and Downloadcenter (Catalogs, Brochures,...)

<https://www.siemens.com/ic10>

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=3RV2041-4RA15>

Cax online generator

<http://support.automation.siemens.com/WW/CAXorder/default.aspx?lang=en&mlfb=3RV2041-4RA15>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

<https://support.industry.siemens.com/cs/ww/en/ps/3RV2041-4RA15>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, EPLAN macros, ...)

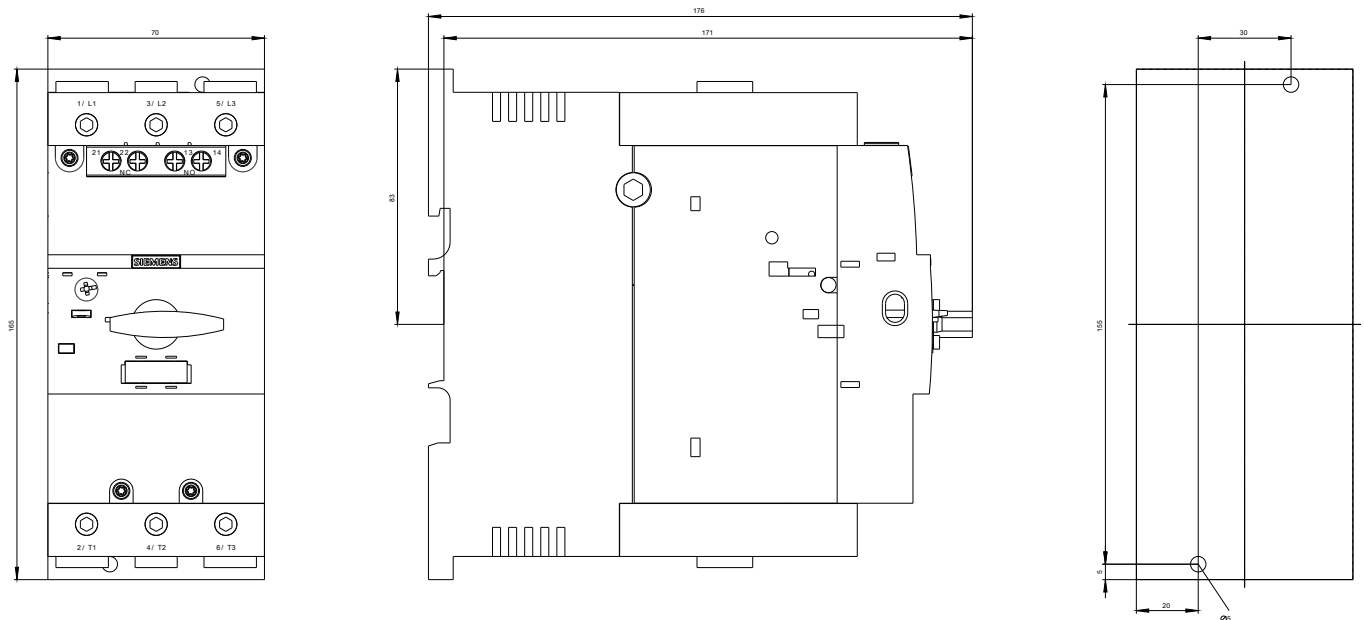
http://www.automation.siemens.com/bilddb/cax_de.aspx?mlfb=3RV2041-4RA15&lang=en

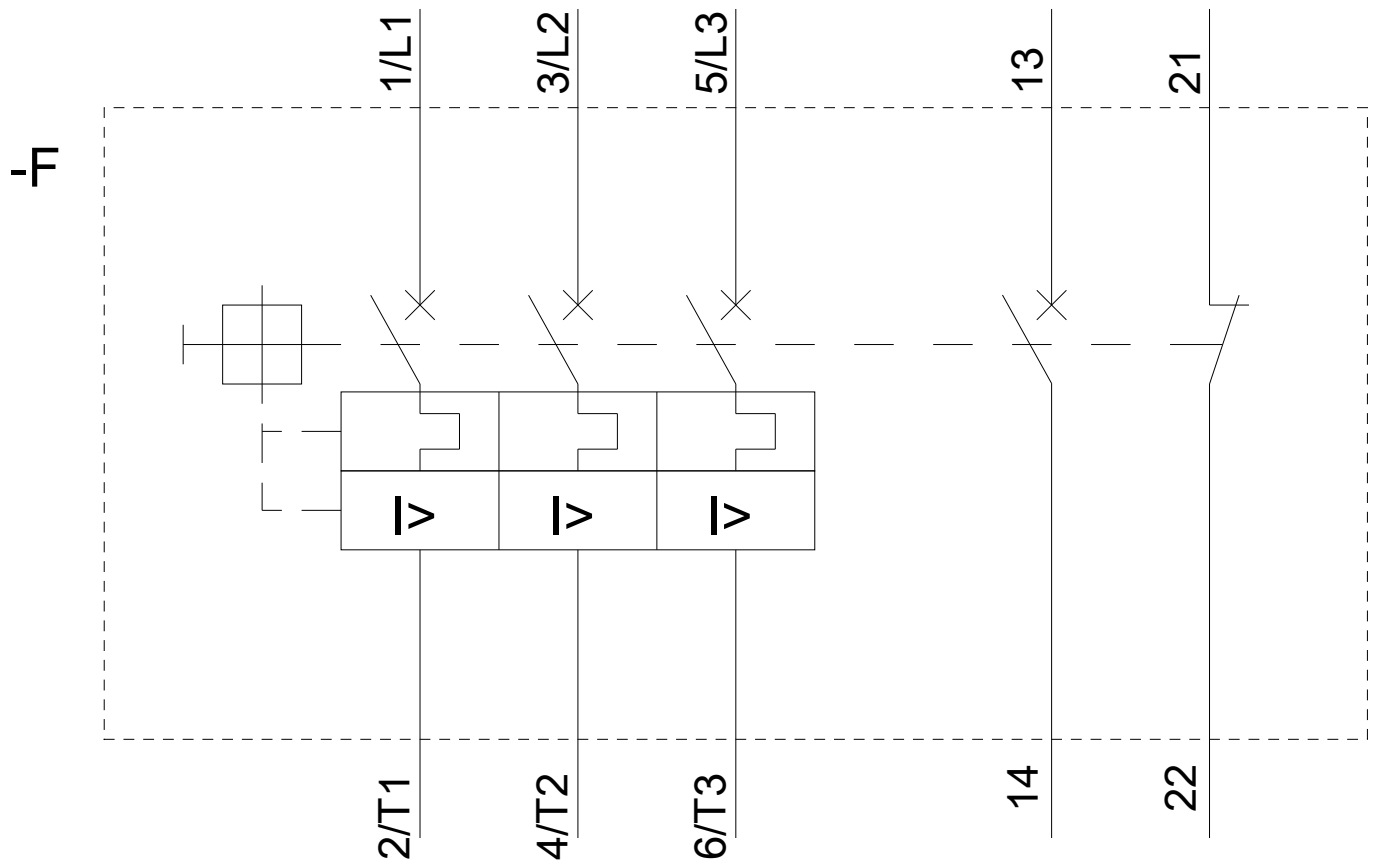
Characteristic: Tripping characteristics, I^2t , Let-through current

<https://support.industry.siemens.com/cs/ww/en/ps/3RV2041-4RA15/char>

Further characteristics (e.g. electrical endurance, switching frequency)

<http://www.automation.siemens.com/bilddb/index.aspx?view=Search&mlfb=3RV2041-4RA15&objecttype=14&gridview=view1>





last modified:

08/25/2020 [🔗](#)

power contactor, AC-3 80 A, 37 kW / 400 V 1 NO + 1 NC, 20-33 V
AC/DC 3-pole, 3 NO, Size S3 screw terminal integrated varistor



product brand name	SIRIUS
Product designation	Power contactor
Product type designation	3RT2
General technical data	
Size of contactor	S3
Product extension	
• function module for communication	No
• Auxiliary switch	Yes
Power loss [W] for rated value of the current	
• at AC in hot operating state	15.9 W
• at AC in hot operating state per pole	5.3 W
Power loss [W] for rated value of the current without load current share typical	3.5 W
Surge voltage resistance	
• of main circuit rated value	8 kV
• of auxiliary circuit rated value	6 kV
maximum permissible voltage for safe isolation	
• between coil and main contacts acc. to EN 60947-1	690 V

• protection class IP on the front • Protection class IP of the terminal	IP20 IP00
Shock resistance at rectangular impulse • at AC • at DC	6.7 g / 5 ms, 4.0 g / 10 ms 6.7 g / 5 ms, 4.0 g / 10 ms
Shock resistance with sine pulse • at AC • at DC	10.6 g / 5 ms, 6.3 g / 10 ms 10.6 g / 5 ms, 6.3 g / 10 ms
Mechanical service life (switching cycles) • of contactor typical • of the contactor with added electronics-compatible auxiliary switch block typical • of the contactor with added auxiliary switch block typical	10 000 000 5 000 000 10 000 000
Reference code acc. to DIN EN 81346-2	Q

Ambient conditions

Installation altitude at height above sea level • maximum	2 000 m
Ambient temperature • during operation • during storage	-25 ... +60 °C -55 ... +80 °C

Main circuit

Number of poles for main current circuit	3
Number of NO contacts for main contacts	3
Operating voltage • at AC-3 rated value maximum	1 000 V
Operating current • at AC-1 at 400 V — at ambient temperature 40 °C rated value • at AC-1 — up to 690 V at ambient temperature 40 °C rated value — up to 690 V at ambient temperature 60 °C rated value — up to 1000 V at ambient temperature 40 °C rated value — up to 1000 V at ambient temperature 60 °C rated value • at AC-2 at 400 V rated value • at AC-3 — at 400 V rated value — at 500 V rated value	125 A 125 A 105 A 60 A 50 A 80 A 80 A 80 A

— at 690 V rated value	58 A
• at AC-4 at 400 V rated value	66 A
• at AC-5a up to 690 V rated value	110 A
• at AC-5b up to 400 V rated value	80 A
• at AC-6a	
— up to 230 V for current peak value n=20 rated value	80 A
— up to 400 V for current peak value n=20 rated value	80 A
— up to 500 V for current peak value n=20 rated value	80 A
— up to 690 V for current peak value n=20 rated value	58 A
• at AC-6a	
— up to 230 V for current peak value n=30 rated value	54 A
— up to 400 V for current peak value n=30 rated value	54 A
— up to 500 V for current peak value n=30 rated value	54 A
— up to 690 V for current peak value n=30 rated value	54 A
Minimum cross-section in main circuit	
• at maximum AC-1 rated value	50 mm ²
Operating current for approx. 200000 operating cycles at AC-4	
• at 400 V rated value	34 A
• at 690 V rated value	24 A
Operating current	
• at 1 current path at DC-1	
— at 24 V rated value	100 A
— at 110 V rated value	9 A
— at 220 V rated value	2 A
— at 440 V rated value	0.6 A
— at 600 V rated value	0.4 A
• with 2 current paths in series at DC-1	
— at 24 V rated value	100 A
— at 110 V rated value	100 A
— at 220 V rated value	10 A
— at 440 V rated value	1.8 A
— at 600 V rated value	1 A
• with 3 current paths in series at DC-1	
— at 24 V rated value	100 A

— at 110 V rated value	100 A
— at 220 V rated value	80 A
— at 440 V rated value	4.5 A
— at 600 V rated value	2.6 A
Operating current	
• at 1 current path at DC-3 at DC-5	
— at 24 V rated value	40 A
— at 110 V rated value	2.5 A
— at 220 V rated value	1 A
— at 440 V rated value	0.15 A
— at 600 V rated value	0.06 A
• with 2 current paths in series at DC-3 at DC-5	
— at 24 V rated value	100 A
— at 110 V rated value	100 A
— at 220 V rated value	7 A
— at 440 V rated value	0.42 A
— at 600 V rated value	0.16 A
• with 3 current paths in series at DC-3 at DC-5	
— at 24 V rated value	100 A
— at 110 V rated value	100 A
— at 220 V rated value	35 A
— at 440 V rated value	0.8 A
— at 600 V rated value	0.35 A
Operating power	
• at AC-2 at 400 V rated value	37 kW
• at AC-3	
— at 230 V rated value	22 kW
— at 400 V rated value	37 kW
— at 500 V rated value	45 kW
— at 690 V rated value	55 kW
Operating power for approx. 200000 operating cycles at AC-4	
• at 400 V rated value	17.9 kW
• at 690 V rated value	21.8 kW
Operating apparent output at AC-6a	
• up to 230 V for current peak value n=20 rated value	31 kV·A
• up to 400 V for current peak value n=20 rated value	55 kV·A
• up to 500 V for current peak value n=20 rated value	69 kV·A

• up to 690 V for current peak value n=20 rated value	69 kV·A
Operating apparent output at AC-6a • up to 230 V for current peak value n=30 rated value • up to 400 V for current peak value n=30 rated value • up to 500 V for current peak value n=30 rated value • up to 690 V for current peak value n=30 rated value	21.5 kV·A 37.4 kV·A 46.7 kV·A 64.5 kV·A
Short-time withstand current in cold operating state up to 40 °C • limited to 1 s switching at zero current maximum • limited to 5 s switching at zero current maximum • limited to 10 s switching at zero current maximum • limited to 30 s switching at zero current maximum • limited to 60 s switching at zero current maximum	1 500 A; Use minimum cross-section acc. to AC-1 rated value 1 186 A; Use minimum cross-section acc. to AC-1 rated value 851 A; Use minimum cross-section acc. to AC-1 rated value 538 A; Use minimum cross-section acc. to AC-1 rated value 423 A; Use minimum cross-section acc. to AC-1 rated value
No-load switching frequency • at AC • at DC	1 000 1/h 1 000 1/h
Operating frequency • at AC-1 maximum • at AC-2 maximum • at AC-3 maximum • at AC-4 maximum	900 1/h 400 1/h 1 000 1/h 300 1/h
Control circuit/ Control	
Type of voltage of the control supply voltage	AC/DC
Control supply voltage at AC • at 50 Hz rated value • at 60 Hz rated value	20 ... 33 V 20 ... 33 V
Control supply voltage at DC • rated value	20 ... 33 V
Operating range factor control supply voltage rated value of magnet coil at DC • initial value • Full-scale value	0.8 1.1
Operating range factor control supply voltage rated value of magnet coil at AC	

• at 50 Hz	0.8 ... 1.1
• at 60 Hz	0.8 ... 1.1
Design of the surge suppressor	with varistor
Inrush current peak	6.5 A
Duration of inrush current peak	50 µs
starting current average value	3.2 A
Peak starting current	6.5 A
Duration of starting current	150 ms
Holding current average value	75 mA
Apparent pick-up power of magnet coil at AC	
• at 50 Hz	151 V·A
• at 60 Hz	151 V·A
Apparent holding power of magnet coil at AC	
• at 50 Hz	3.5 V·A
• at 60 Hz	3.5 V·A
Closing power of magnet coil at DC	76 W
Holding power of magnet coil at DC	2.7 W
Closing delay	
• at DC	50 ... 70 ms
Opening delay	
• at DC	38 ... 57 ms
Arcing time	10 ... 20 ms
Control version of the switch operating mechanism	Standard A1 - A2

Auxiliary circuit

Number of NC contacts for auxiliary contacts	
• instantaneous contact	1
Number of NO contacts for auxiliary contacts	
• instantaneous contact	1
Operating current at AC-12 maximum	10 A
Operating current at AC-15	
• at 230 V rated value	6 A
• at 400 V rated value	3 A
• at 500 V rated value	2 A
• at 690 V rated value	1 A
Operating current at DC-12	
• at 24 V rated value	10 A
• at 48 V rated value	6 A
• at 60 V rated value	6 A
• at 110 V rated value	3 A
• at 125 V rated value	2 A
• at 220 V rated value	1 A
• at 600 V rated value	0.15 A

Operating current at DC-13	
• at 24 V rated value	10 A
• at 48 V rated value	2 A
• at 60 V rated value	2 A
• at 110 V rated value	1 A
• at 125 V rated value	0.9 A
• at 220 V rated value	0.3 A
• at 600 V rated value	0.1 A
contact reliability of auxiliary contacts	1 faulty switching per 100 million (17 V, 1 mA)

UL/CSA ratings

Full-load current (FLA) for three-phase AC motor	
• at 480 V rated value	77 A
• at 600 V rated value	62 A
Yielded mechanical performance [hp]	
• for single-phase AC motor	
— at 110/120 V rated value	7.5 hp
— at 230 V rated value	15 hp
• for three-phase AC motor	
— at 200/208 V rated value	25 hp
— at 220/230 V rated value	30 hp
— at 460/480 V rated value	60 hp
— at 575/600 V rated value	60 hp
Contact rating of auxiliary contacts according to UL	A600 / P600

Short-circuit protection

Design of the fuse link	
• for short-circuit protection of the main circuit	
— with type of coordination 1 required	gG: 250 A (690 V, 100 kA), aM: 160 A (690 V, 100 kA), BS88: 200 A (415 V, 80 kA)
— with type of assignment 2 required	gG: 160A (690V,100kA), aM: 80A (690V,100kA), BS88: 125A (415V,80kA)
• for short-circuit protection of the auxiliary switch required	gG: 10 A (500 V, 1 kA)

Installation/ mounting/ dimensions

• mounting position	+/-180° rotation possible on vertical mounting surface; can be tilted forward and backward by +/- 22.5° on vertical mounting surface
Mounting type	screw and snap-on mounting onto 35 mm standard mounting rail according to DIN EN 60715
• Side-by-side mounting	Yes
Height	140 mm
Width	70 mm
Depth	152 mm

Required spacing	
• with side-by-side mounting — forwards 20 mm — upwards 10 mm — downwards 10 mm — at the side 0 mm • for grounded parts — forwards 20 mm — upwards 10 mm — at the side 10 mm — downwards 10 mm • for live parts — forwards 20 mm — upwards 10 mm — downwards 10 mm — at the side 10 mm	
Connections/ Terminals	
• Type of electrical connection for main current circuit • Type of electrical connection for auxiliary and control current circuit • Type of electrical connection at contactor for auxiliary contacts • Type of electrical connection of magnet coil	screw-type terminals screw-type terminals Screw-type terminals Screw-type terminals
Type of connectable conductor cross-sections	
• for main contacts — finely stranded with core end processing • at AWG conductors for main contacts	2x (2.5 ... 35 mm ²), 1x (2.5 ... 50 mm ²) 2x (10 ... 1/0), 1x (10 ... 2)
Connectable conductor cross-section for main contacts	
• solid • stranded • finely stranded with core end processing	2.5 ... 16 mm ² 6 ... 70 mm ² 2.5 ... 50 mm ²
Connectable conductor cross-section for auxiliary contacts	
• single or multi-stranded • finely stranded with core end processing	0.5 ... 2.5 mm ² 0.5 ... 2.5 mm ²
Type of connectable conductor cross-sections	
• for auxiliary contacts — single or multi-stranded — finely stranded with core end processing • at AWG conductors for auxiliary contacts	2x (0,5 ... 1,5 mm ²), 2x (0,75 ... 2,5 mm ²) 2x (0.5 ... 1.5 mm ²), 2x (0.75 ... 2.5 mm ²) 2x (20 ... 16), 2x (18 ... 14)

AWG number as coded connectable conductor cross section	
• for main contacts	10 ... 2
• for auxiliary contacts	20 ... 14

Safety related data

B10 value	
• with high demand rate acc. to SN 31920	1 000 000
Proportion of dangerous failures	
• with low demand rate acc. to SN 31920	40 %
• with high demand rate acc. to SN 31920	73 %
Failure rate [FIT]	
• with low demand rate acc. to SN 31920	100 FIT
Product function	
• Mirror contact acc. to IEC 60947-4-1	Yes
• positively driven operation acc. to IEC 60947-5-1	No
T1 value for proof test interval or service life acc. to IEC 61508	20 y
Protection against electrical shock	finger-safe when touched vertically from front acc. to IEC 60529
Suitability for use safety-related switching OFF	Yes

Certificates/ approvals

General Product Approval				EMC
 CCC	 CSA	 UL	KC	 EAC
				 RCM

Declaration of Conformity	Test Certificates		Marine / Shipping	
 EG-Konf.	Miscellaneous	Type Test Certificates/Test Report	Special Test Certificate	 ABS
				 LRS

Marine / Shipping	other	Railway
 PRS	 RINA	 RMRS
	 DNV-GL DNVGL.COM/AF	Confirmation
		Vibration and Shock

Further information

Information- and Downloadcenter (Catalogs, Brochures,...)
<https://www.siemens.com/ic10>

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=3RT2045-1NB30>

Cax online generator

<http://support.automation.siemens.com/WW/CAXorder/default.aspx?lang=en&mlfb=3RT2045-1NB30>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

<https://support.industry.siemens.com/cs/ww/en/ps/3RT2045-1NB30>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, EPLAN macros, ...)

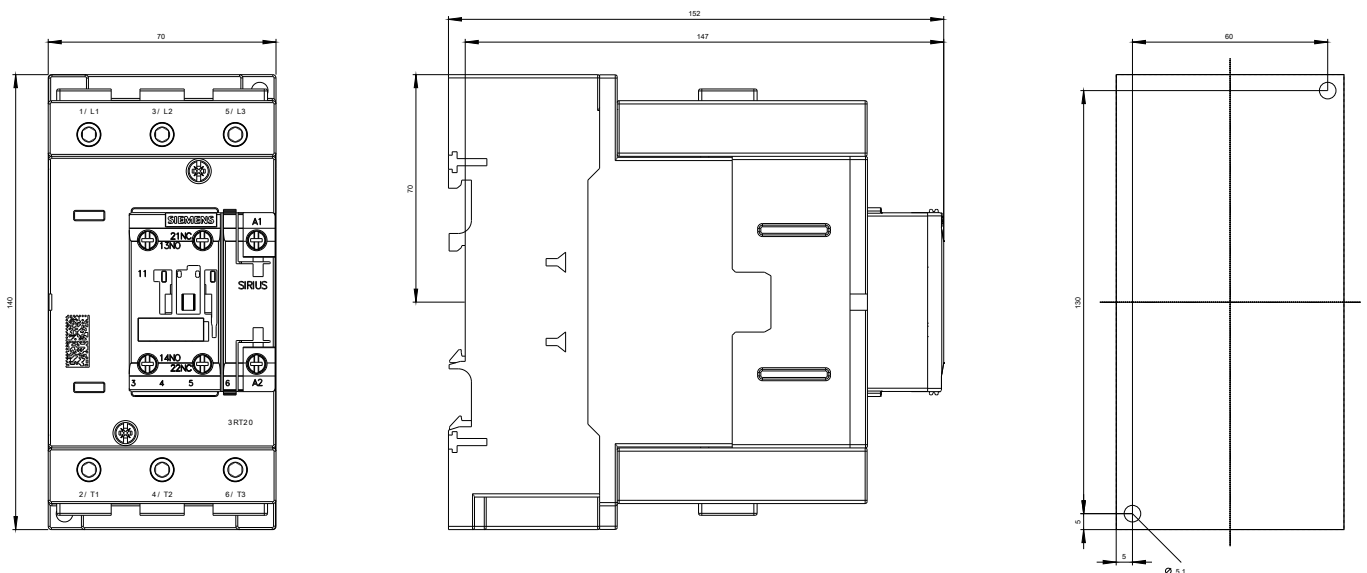
http://www.automation.siemens.com/bilddb/cax_de.aspx?mlfb=3RT2045-1NB30&lang=en

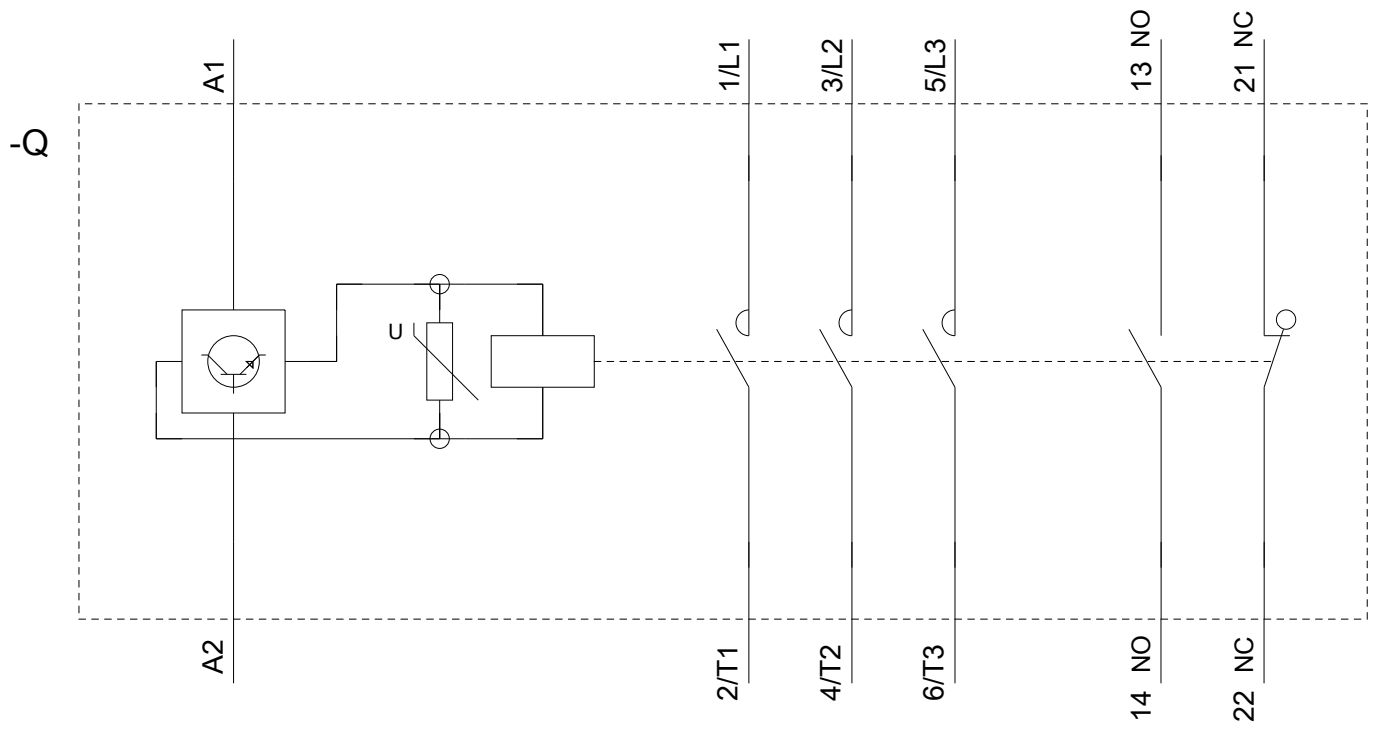
Characteristic: Tripping characteristics, I^2t , Let-through current

<https://support.industry.siemens.com/cs/ww/en/ps/3RT2045-1NB30/char>

Further characteristics (e.g. electrical endurance, switching frequency)

<http://www.automation.siemens.com/bilddb/index.aspx?view=Search&mlfb=3RT2045-1NB30&objecttype=14&gridview=view1>





last modified:

08/27/2020 [🔗](#)

Control Power Transformer, 750va, PRI 208/230/460v, SEC 115v, Domestic,



Figure similar

Product brand name	Control Power Transformer
Design of the product	Control power voltage
Special product feature	Robust design

General technical data	
Weight [lb]	28.1 lb
Height x Width x Depth [in]	5.69 × 5.25 × 6.67 in
Ambient temperature [°F]	
• during operation	-4 ... +104 °F
Ambient temperature	
• during operation	-20 ... +40 °C
Country of origin	Mexico
Operating apparent output rated value	750 V·A

Enclosure	
Design of the housing	Open

Mounting/wiring	
Mounting position	Any
Mounting type	Surface mounting

Type of electrical connection at input for main current circuit	Screw-type terminals (touchsafe)
---	----------------------------------

Inputs/ Outputs

Input dimensions of primary voltage	208/230/460vac
Output dimensions of secondary voltage	115vac
Design of fuse holder of the secondary section	Require touchsafe cover
Phase number of the inputs	1
Electrical input frequency	50 ... 60 Hz
Input voltage _1	208 V
Input voltage _2	230 V
Input voltage _3	460 V
Phase number of the outputs	1
Electrical output frequency	60 ... 50 Hz
Output voltage _1 rated value	115 V
Certificate of suitability	UL / CSA

Further information

Industrial Controls - Product Overview (Catalogs, Brochures,...)

www.usa.siemens.com/iccatalog

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/us/Catalog/product?mlfb=US2:MT0750G>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

<https://support.industry.siemens.com/cs/US/en/ps/US2:MT0750G>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, EPLAN macros, ...)

http://www.automation.siemens.com/bilddb/cax_de.aspx?mlfb=US2:MT0750G&lang=en

Certificates/approvals

<https://support.industry.siemens.com/cs/US/en/ps/US2:MT0750G/certificate>

last modified:

06/26/2020 

Handle with masking frame standard with tolerance compensation
with door opening position Accessory for: 3VM 100/160/250 3VA1/2
100/160/250 3VA5/6 125/150/250



Model

product brand name	SENTRON
length of handle	36 mm

Certificates

General Product Approval	Shipping Approval	other
 CSA	 UL	 LRS
		Miscellaneous

Further information

Information- and Downloadcenter (Catalogs, Brochures,...)

<http://www.siemens.com/lowvoltage/catalogs>

Industry Mall (Online ordering system)

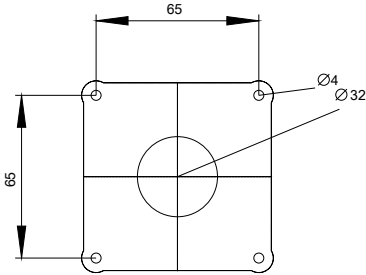
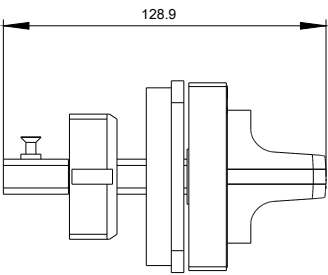
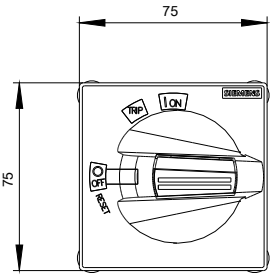
<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=8UD1721-0AC21>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

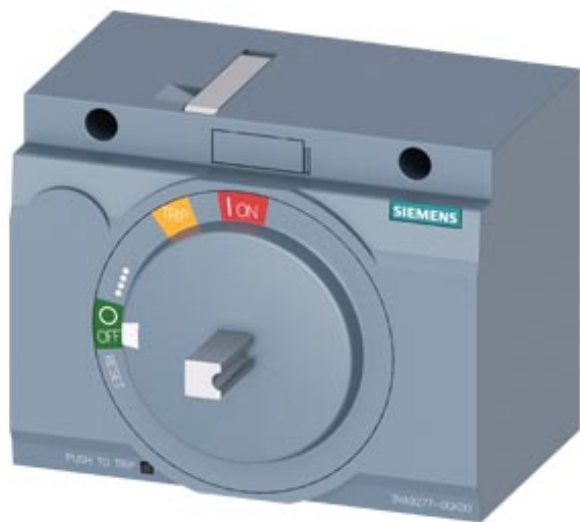
<https://support.industry.siemens.com/cs/ww/en/ps/8UD1721-0AC21>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, ...)

http://www.automation.siemens.com/bilddb/cax_en.aspx?mlfb=8UD1721-0AC21



rotary operator with shaft stub for 8UC retrofit accessory for: 3VA6
150/250 3VA5 250



Model	
Product brand name	SETRON
Product designation	Accessories
Product version	Rotary operating mechanisms with shaft stub
Accessories	Rotary operator with shaft stub
Mechanical Design	
Height	82 mm
Width	105 mm
Net weight	267 g
Certificates	

General Product Approval	EMC	Declaration of Conformity
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[Miscellaneous](#)



Shipping Approval	other
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LRS

[Manufacturer Declaration](#)

[Miscellaneous](#)

Further information

Information- and Downloadcenter (Catalogs, Brochures,...)

<http://www.siemens.com/lowvoltage/catalogs>

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=3VA9277-0GK00>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

<https://support.industry.siemens.com/cs/ww/en/ps/3VA9277-0GK00>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, ...)

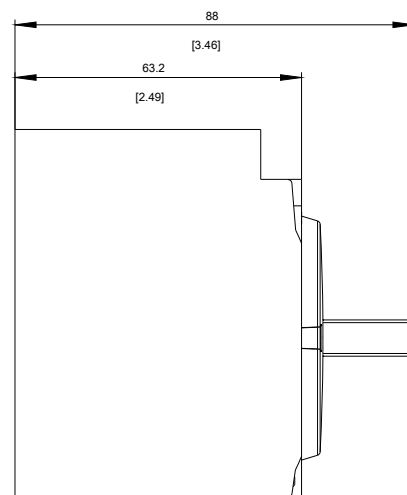
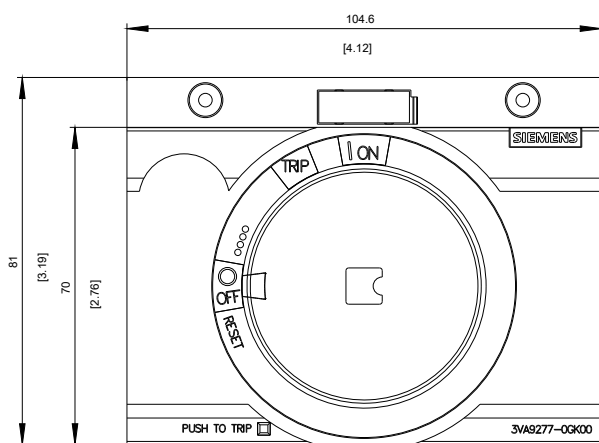
http://www.automation.siemens.com/bilddb/cax_en.aspx?mlfb=3VA9277-0GK00

CAX-Online-Generator

<http://www.siemens.com/cax>

Tender specifications

<http://www.siemens.com/specifications>



last modified:

08/08/2020 

722 Series

Electromechanical Hour Meter



The Redington Model 722 provides an AC Hour Meter with an operating range of 90-264VAC 50/60 Hz. You no longer require two separate meters, one for 115VAC and one for 230VAC. Models are available in the standard industry housings, 2-Hole Rectangular, Flush-Rectangular, Flush-Round and 3-Hole Round. Its quartz time base insures accurate long-term time keeping. The Totally Sealed case protects against the environment and provides years of reliable service. All models are NEMA 4X,12 rated when mounted with optional gasket.

Key Features

- Operating voltage 90-264VAC 50/60Hz
- Totally Sealed
- UL/cUL Recognized, CE & RoHS Compliant
- 6 Figure, 99999.9
- Quartz accuracy
- Options include:
 - Wire leads
 - Gasket kit (for NEMA 4X, 12 rating)
 - Custom lens
 - Terminals up, down, straight

Applications

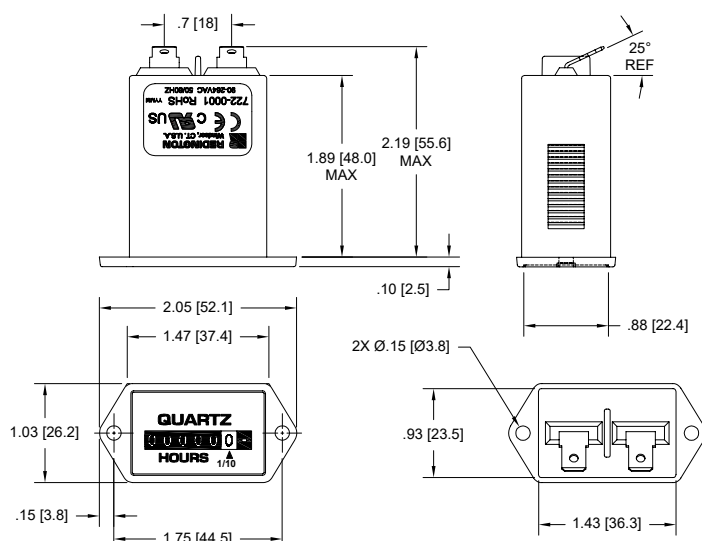
- Medical Equipment
- Control Panels
- Office Equipment
- Test Equipment
- Generators

Specification

Figures	6 - digits, 0.14" [3.6mm] 99999.9 Hours and indicator - white on black Decimal - black on white
Reset	Non-reset
Voltage	90-264VAC
Frequency	50/60Hz
Power	1 watt max.
Mount	Clip or mounting holes
Terminations	1/4" [6.3mm] spade terminals
Weight	~2 oz [57 g]
Accuracy	± 0.02% over entire range
Case Material	Black polymer
Lens Material	Polymer
Approvals	UL/cUL Recognized, CE & RoHS Compliant, SAE & NEMA 4X, 12 Compliant
Environmental	Totally Sealed
Front Panel	NEMA 4X, 12 rated with optional gasket
Temp. Range	-40°F to +185°F [-40°C to + 85°C]
Humidity	95% (SAE J1378)
Vibration	10-80 Hz. 20g max. (SAE J1378)
Shock	55g @ 9 - 13msec (SAE J1378)

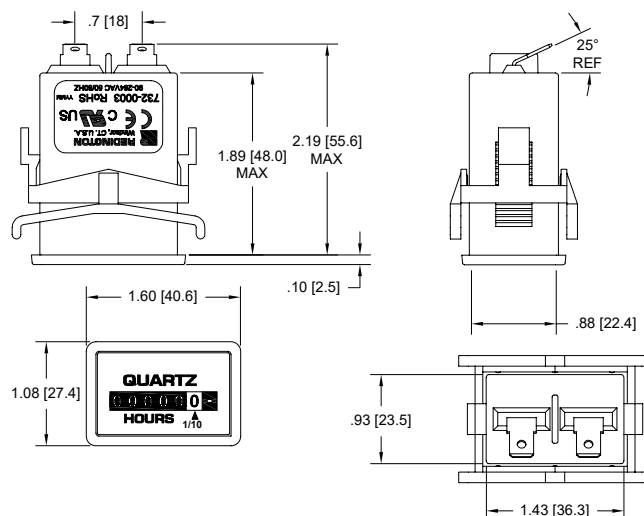
Dimensions

2-Hole

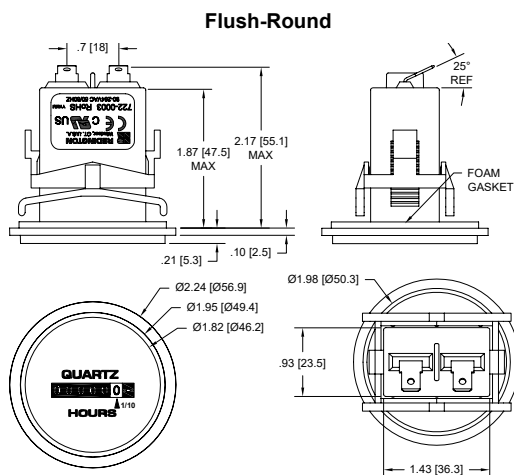


Panel Opening: 1.45" X 0.95" [36.8 X 24.1]

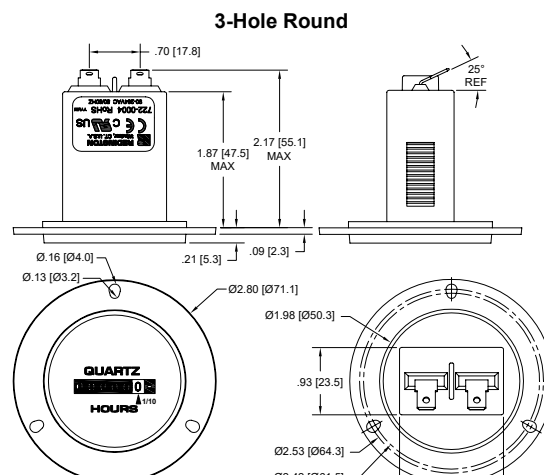
Flush-Rectangular



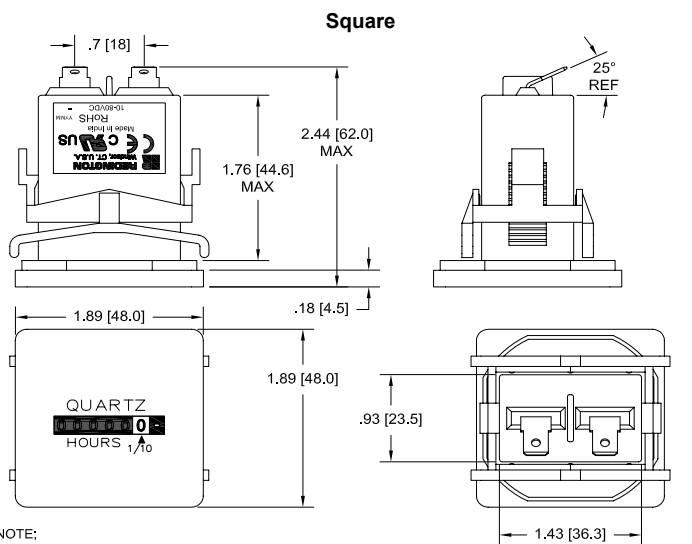
Panel Opening: 1.45" X 0.95" [36.8 X 24.1]
Panel Thickness: 0.03 to 0.63 [0.76 to 16.00]



Panel Opening: 2.0" [50.6]
Panel Thickness: 0.40 [10.2] Max.



Panel Opening: 2.0" [50.6]



NOTE:
SUPPLIED WITH RETAINING CLIP AND INSTRUCTION
SHEET 211013-321IN A LABELED BOX.

PANEL CUTOUT: 1.77 [45] X 1.77 [45]
MAX PANEL THICKNESS: 0.40 [10.2]

Part Numbers

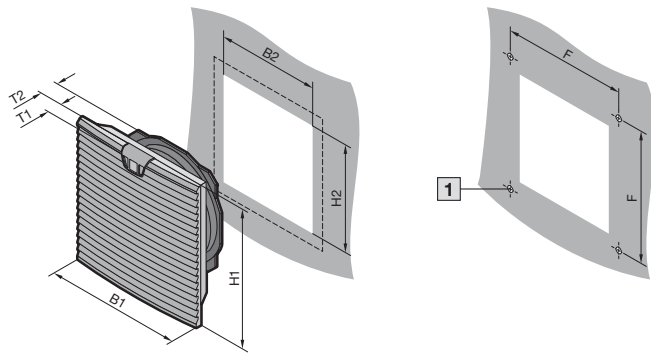
722-0001	2-Hole Rectangular, 90-264VAC 50/60Hz, ¼" [6.3mm] spade terminals, hours & 1/10's
722-0002	Flush-Rectangular, 90-264VAC 50/60Hz, ¼" [6.3mm] spade terminals, hours & 1/10's
722-0003	Flush-Round, 90-264VAC 50/60Hz, ¼" [6.3mm] spade terminals, hours & 1/10's
722-0004	3-Hole Round, 90-264VAC 50/60Hz, ¼" [6.3mm] spade terminals, hours & 1/10's ←
722-0030	Square 1.9", 90-264VAC 50/60Hz, ¼" [6.3mm] spade terminals, hours & 1/10's
5003-010	NEMA 4X, 12 Gasket for Model 722-0001
5003-009	NEMA 4X, 12 Gasket for Model 722-0002
5003-008	NEMA 4X, 12 Gasket for Model 722-0003
5003-011	NEMA 4X, 12 Gasket for Model 722-0004



Climate control

Cooling with ambient air

TopTherm fan-and-filter units



Fan-and-filter units

Model No. SK			Product dimensions mm						Hole size mm	
			Fan-and-filter units			Max. installation depth	Mounting cut-out			
Standard	EMC	EC	B1	H1	T1	T2	B2	H2	1 Ø	F
3237.100	3237.600	–	116.5	116.5	16	43	92	92	3.5	100.5
3237.110	–	–								
3237.124	–	–								
3238.100	3238.600	3238.500	148.5	148.5	16	58.5	124	124	3.5	132.5
3238.110	–	–								
3238.124	–	–								
3239.100	3239.600	3239.500	204	204	24	90	177	177	4.5	185
3239.110	–	–								
3239.124	–	–								
3240.100	3240.600	3240.500	255	255	25	107	224	224	4.5	234
3240.110	–	–								
3240.124	–	–								
3241.100	3241.600	3241.500								
3241.110	–	–								
3241.124	–	–								
3243.100	3243.600	3243.500	323	323	25	118.5	292	292	4.5	302
3243.110	–	–								
3244.100	3244.600	3244.500	323	323	25	130.5	292	292	4.5	302
3244.110	3245.600	3245.500								
3244.140	–	3245.510								

Outlet filters

Model No. SK			Product dimensions mm						Hole size mm	
			Outlet filters			Max. installation depth	Mounting cut-out			
Standard and EC	EMC	EC (Model No. same as standard)	B1	H1	T1	T2	B2	H2	1 Ø	F
3237.200	3237.060	–	116.5	116.5	16	12	92	92	3.5	100.5
3238.200	3238.060	–	148.5	148.5	16	14	124	124	3.5	132.5
3239.200	3239.060	–	204	204	24	23	177	177	4.5	185
3240.200	3240.060	–	255	255	24	23	224	224	4.5	234
3243.200	3243.060	–	323	323	24	23	292	292	4.5	302

molded case switch 3VA5 UL frame 250 max. sh-circ breaking capacity 100kA @ 480V 3-pole, line protection MCS110, $I_n=250A$ without overload protection self-protection $I_i=10 \times I_n$ without connection



Model	
Product brand name	SETRON
Product designation	Molded-case circuit breaker
Product designation / according to UL file	CFAS
Product version	Molded case switch
Design of the load switch / acc. to UL 489 / Heating, Air Conditioning, and Refrigeration circuit breaker (HACR Type)	Yes
Design of the overcurrent release	MCS110
protection function of the overcurrent release	I
Number of poles	3
General technical data	
Rated insulation voltage U_i	800 V
Max. rated operational voltage U_e with AC 50/60Hz	690 V
Max. rated operational voltage U_e with DC	750 V
Power loss [W] / maximum	54.4 W
Active power loss / for rated value of the current / at AC / in hot operating state / per pole	18.13 W
Mechanical service life (switching cycles) / typical	20 000

Electrical endurance (switching cycles) / at AC-1 / at 380/415 V 50/60 Hz	8 000
Electrical endurance (switching cycles) / at 480 V / at 50/60 Hz	8 000
Electrical endurance (switching cycles) / at 600 V / at 50/60 Hz	4 000
Neutral conductors / upgradeable/retrofitable	No
Ground fault monitoring version	Without
Product function	
• communication function	No
• other measurement function	No

Current

Marking / acc. to UL 489 / 100%-rated breaker	No
Max. rated operational current of the frame size	250 A
Rated continuous current I _u	250 A
Operating current	
• at 40 °C	250 A
• at 45 °C	244 A
• at 50 °C	239 A
• at 55 °C	233 A
• at 60 °C	227 A
• at 65 °C	222 A
• at 70 °C	216 A

Switching capacity according to IEC 60947

Design of short-circuit protection	For switching power values in DC networks, see the 3VA molded case circuit breaker device manual; link to be found under Service & Support in the last chapter
------------------------------------	--

Adjustable parameters

Adjustable response value current / I _i min.	2 500 A
Adjustable response value current / I _i max.	2 500 A
Ground fault protection / tripping switchable / I _{2t} =ON/OFF	No

Mechanical Design

Height [in]	7.3 in
Height	185 mm
Width [in]	4.1 in
Width	105 mm
Depth [in]	3.3 in
Depth	83 mm

Connections

Arrangement of electrical connectors / for main current circuit	Without connection
---	--------------------

Type of electrical connection / for main current circuit	Without
--	---------

Auxiliary circuit

Number of CO contacts / for auxiliary contacts	0
--	---

Accessories

Product extension / optional / motor drive	Yes
--	-----

Environmental conditions

Protection class IP / on the front	IP40
Ambient temperature	
• during operation / minimum	-25 °C
• during operation / maximum	70 °C
• during storage / minimum	-40 °C
• during storage / maximum	80 °C

Certificates

Reference code / acc. to DIN EN 81346-2	Q
Certificate of suitability / as approval for NAVAL (no combat vessels) / Supplement SB	No

General Product Approval

EMC



CSA



UL



UL



VDE



RCM

Declaration of Conformity	Shipping Approval	other
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EG-Konf.



ABS

[Miscellaneous](#)

Further information

Information- and Downloadcenter (Catalogs, Brochures,...)

<http://www.siemens.com/lowvoltage/catalogs>

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=3VA5225-1BB31-0AA0>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

<https://support.industry.siemens.com/cs/ww/en/ps/3VA5225-1BB31-0AA0>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, ...)

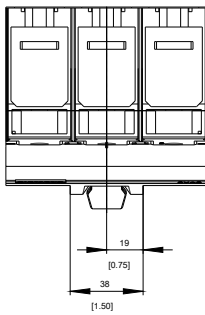
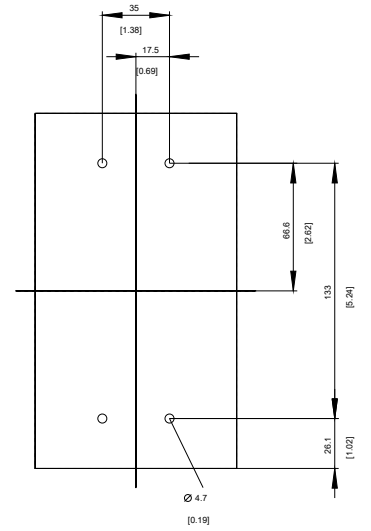
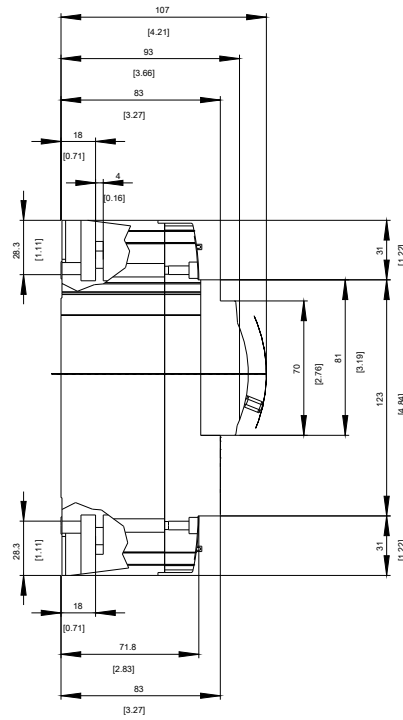
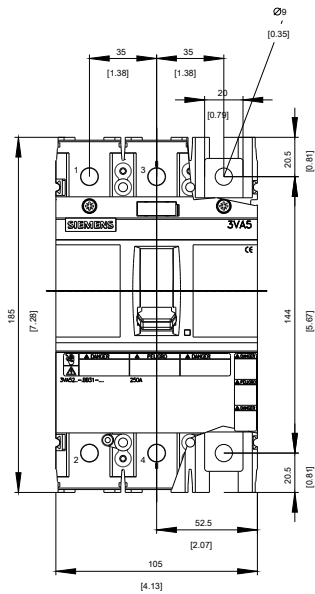
http://www.automation.siemens.com/bilddb/cax_en.aspx?mlfb=3VA5225-1BB31-0AA0

CAX-Online-Generator

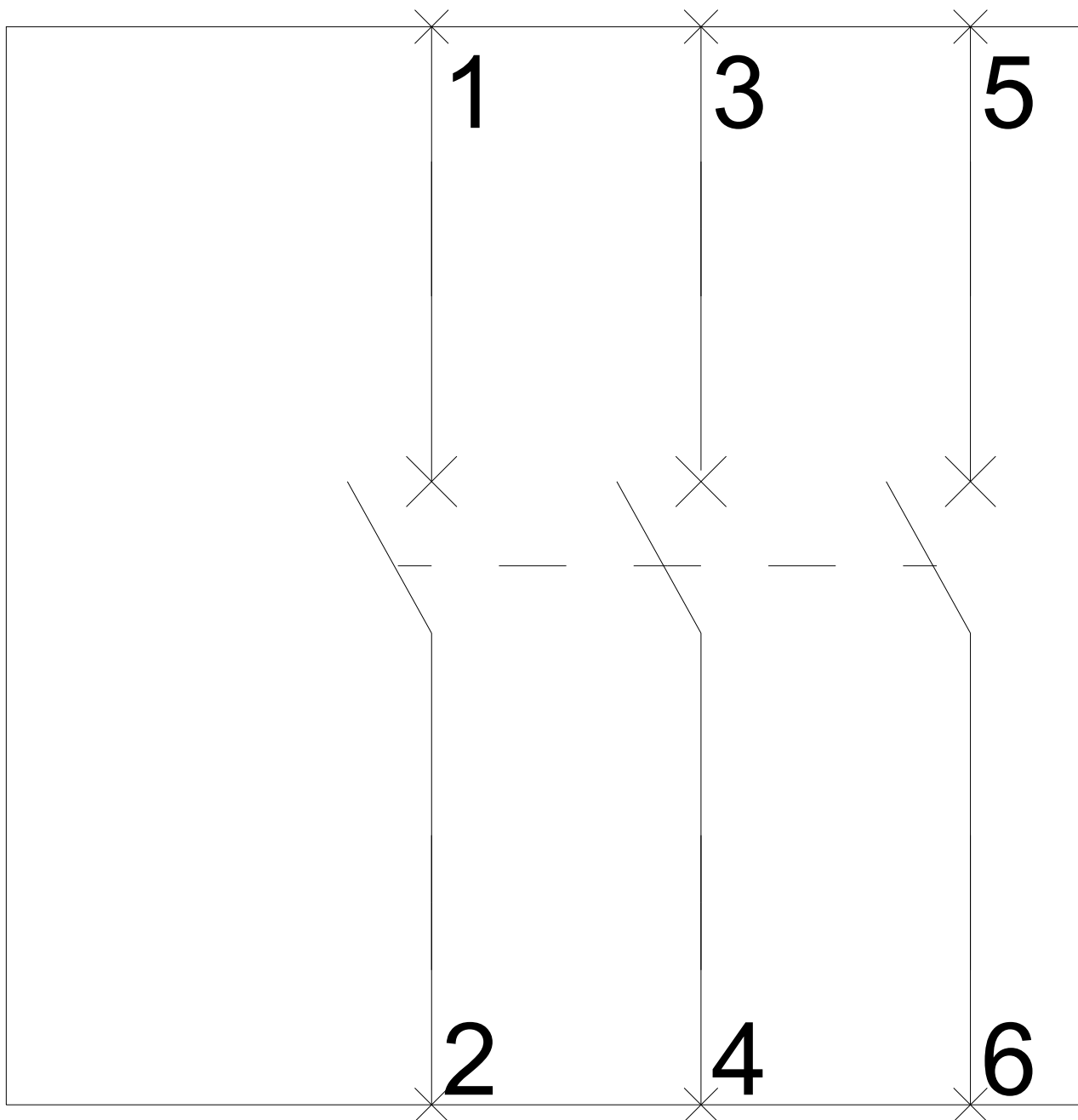
<http://www.siemens.com/cax>

Tender specifications

<http://www.siemens.com/specifications>

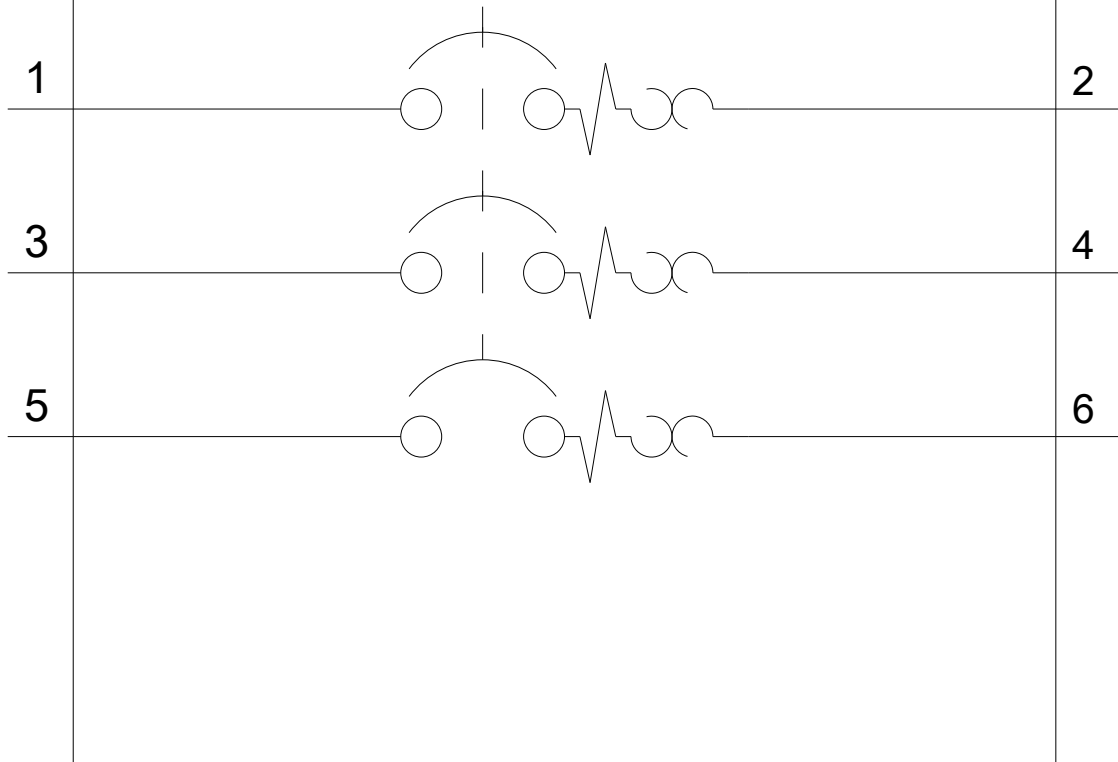


-Q



-CB

SIEMENS



last modified:

07/23/2020 



Panel Interface Connectors

Other Popular Models



120V GFCI Versions | Standard Metal Housing | UL Type 4, 4X, 12 | IP65 Rating



Part Number	Description
GF20 -20R-32	20A GFCI Receptacle, 20 AMP Reset, Size 32 Housing
GF-2DB25-R-48	GFCI Receptacle, 2 x 25 Pin D-Sub, 3 AMP Reset, Size 48 Housing
GF-2RJ45-USB-BFAF-32	GFCI Receptacle, 2 x RJ45, USB Form B Female to Form A Female, Size 32 Housing
GF-DB15-RJ45-USB-BFAF-32	GFCI Receptacle, 15 Pin D-Sub, RJ45, USB Form B Female to Form A Female, Size 32 Housing
GF-DB25-USB-NR-48	GFCI Receptacle, 25 Pin D-Sub, 2 x USB Form A, No Reset, Size 48 Housing
GF-DB25-USB-R-48	GFCI Receptacle, 25 Pin D-Sub, 2 x USB Form A, 3 AMP Reset, Size 48 Housing
GF-DB9-2RJ45-32	GFCI Receptacle, 9 Pin D-Sub, 2 x RJ45, Size 32 Housing
GF-DB9-DB25-RJ45-R-48	GFCI Receptacle, 9 Pin D-Sub, 25 Pin D-Sub, RJ45, 3 AMP Reset, Size 48 Housing
GF-DB9M-RJ45-R-32	GFCI Receptacle, 9 pin D-Sub Female Exterior/Male Interior, RJ45, 3 AMP Reset, Size 32 Housing
GF-DB9M-RJ45-USB-*R-48	GFCI Receptacle, 9 Pin D-Sub Female Ext./Male Int., RJ45, USB Form A Female with Cable to USB Form A Male, 3 AMP Reset, Size 48 Housing
GF-DB9-PC9-RJ45-USB-48	GFCI Receptacle, 9 Pin D-Sub Female to a Discrete Wire Pluggable Screw Terminal Block, RJ45, 2xUSB Form A, Size 48 Housing
GF-DB9-RJ45-15R-32	GFCI Receptacle, 9 Pin D-Sub, RJ45, 15 AMP Reset, Size 32 Housing
GF-MDB9-RJ45-USB-AFAF-32	GFCI Receptacle, 9 Pin D-Sub Male Exterior/Female Interior, RJ45, USB Form A Female to Female, Size 32 Housing
GF-NR-32	GFCI Receptacle, No Reset, Size 32 Housing
GF-RJ11-RJ45-R-32	GFCI Receptacle, RJ11, RJ45, 3 AMP Reset, Size 32 Housing
GF-RJ45-15R-32	GFCI Receptacle, RJ45, 15 AMP Reset, Size 32 Housing
GF-RJ45-6M-USB-*R-48	GFCI Receptacle, RJ45, 6 Pin Mini-DIN, USB Form A Female with Cable to USB Form A Male, 3 AMP Reset, Size 48 Housing
GF-RJ45-8M-R-32	GFCI Receptacle, RJ45, 8 Pin Mini-DIN, 3 AMP Reset, Size 32 Housing
GF-RJ45-NR-P32-2X8	GFCI Receptacle, RJ45, No Reset, Size 32 Surface Mount Housing with Insert for 2-8mm Cables
GF-RJ45-R-P32	GFCI Receptacle, RJ45, 3 AMP Reset, Size 32 Surface Mount Housing
GF-RJ45S-NR-32	GFCI Receptacle, Shielded RJ45, No Reset, Size 32 Housing
GF-RJ45-USB-*R-32	GFCI Receptacle, RJ45, USB Form A Female with Cable to USB Form A Male, 3 AMP Reset, Size 32 Housing
GF-RJ45-USB-AFAF-32	GFCI Receptacle, RJ45, USB Form A Female to Female, Size 32 Housing
GF-RJ45-USB-AFBF-R-32	GFCI Receptacle, RJ45, USB Form A Female to Form B Female, 3 AMP Reset, Size 32 Housing
GF-RJ45-USB-BFAF-R-32	GFCI Receptacle, RJ45, USB Form B Female to Form A Female, 3 AMP Reset, Size 32 Housing
GF-USB-BFAF-NR-32	GFCI Receptacle, USB Form B Female to Form A Female, No Reset, Size 32 Housing
GF-USB-BFAF-R-32	GFCI Receptacle, USB Form B Female to Form A Female, 3 AMP Reset, Size 32 Housing
GF-USB-R-32	GFCI Receptacle, 2 x USB Form A, 3 AMP Reset, Size 32 Housing

* Length in feet. Standard cable lengths are 3,6 & 10 feet. Consult factory for other lengths.

Digital monitoring relay 3-phase supply voltage Autom. phase sequence correction Phase failure 3 x 160 to 690 V 50 to 60 Hz AC Undervoltage and overvoltage 160-690 V Hysteresis 1-20 V OFF delay 0-20 s Asymmetry 0-20% 1 CO for phase correction 1 CO for line supply faults screw terminal



Figure similar

product brand name	SIRIUS
Product designation	Network monitoring relay with digital setting
Design of the product	5 functions
Product type designation	3UG4
General technical data	
Product function	Phase monitoring relay
Display version LED	No
design of the display	LCD
— insulation voltage for overvoltage category III according to IEC 60664 with degree of pollution 3 rated value	690 V
Degree of pollution	3
Type of voltage • for monitoring • of the control supply voltage	AC AC
Surge voltage resistance rated value	6 kV
• Protection class IP	IP20

Shock resistance	
• acc. to IEC 60068-2-27	sinusoidal half-wave 15g / 11 ms
Vibration resistance	
• acc. to IEC 60068-2-6	1 ... 6 Hz: 15 mm, 6 ... 500 Hz: 2g
Mechanical service life (switching cycles)	
• typical	10 000 000
Electrical endurance (switching cycles)	
• at AC-15 at 230 V typical	100 000
Thermal current of the switching element with contacts maximum	5 A
Reference code acc. to DIN EN 81346-2	K
relative repeat accuracy	1 %

Product Function

Product function	
• undervoltage detection	Yes
• Overvoltage detection	Yes
• phase sequence recognition	Yes
• Phase failure detection	Yes
• Phase unbalance	Yes
• Overvoltage detection 3 phase	Yes
• undervoltage detection 3 phases	Yes
• Voltage window recognition 3 phase	Yes
• Adjustable open/closed-circuit current principle	No
• Auto-reset	Yes

Control circuit/ Control

Control supply voltage at AC	
• at 50 Hz rated value	160 ... 690 V
• at 60 Hz rated value	160 ... 690 V
operating range factor control supply voltage rated value at AC at 50 Hz	
• initial value	1
• full-scale value	1
operating range factor control supply voltage rated value at AC at 60 Hz	
• initial value	1
• full-scale value	1

Measuring circuit

adjustable response delay time	
• with lower or upper limit violation	0.1 ... 20 s
Accuracy of digital display	+/-1 digit

Precision

Relative metering precision	5 %
Auxiliary circuit	
Number of NC contacts	
• delayed switching	0
Number of NO contacts	
• delayed switching	0
Number of CO contacts	
• delayed switching	2
operating frequency with 3RT2 contactor maximum	5 000 1/h
Main circuit	
Number of poles for main current circuit	3
Outputs	
Ampacity of the output relay at AC-15	
• at 250 V at 50/60 Hz	3 A
• at 400 V at 50/60 Hz	3 A
Ampacity of the output relay at DC-13	
• at 24 V	1 A
• at 125 V	0.2 A
• at 250 V	0.1 A
Operating current at 17 V minimum	5 mA
Continuous current of the DIAZED fuse link of the output relay	4 A
Electromagnetic compatibility	
Conducted interference	
• due to burst acc. to IEC 61000-4-4	2 kV
• due to conductor-earth surge acc. to IEC 61000-4-5	2 kV
• due to conductor-conductor surge acc. to IEC 61000-4-5	1 kV
Field-bound parasitic coupling acc. to IEC 61000-4-3	10 V/m
Electrostatic discharge acc. to IEC 61000-4-2	6 kV contact discharge / 8 kV air discharge
Galvanic isolation	
• Galvanic isolation between entrance and outlet	Yes
• galvanic isolation between the outputs	Yes
• Galvanic isolation between the voltage supply and other circuits	Yes
Connections/ Terminals	
Product function	
• removable terminal for auxiliary and control circuit	Yes
• type of electrical connection	screw-type terminals

• type of connectable conductor cross-sections solid	1x (0.5 ... 4 mm ²), 2x (0.5 ... 2.5 mm ²)
• Type of connectable conductor cross-sections finely stranded with core end processing	1x (0.5 ... 2.5 mm ²), 2x (0.5 ... 1.5 mm ²)
• Type of connectable conductor cross-sections at AWG conductors solid	2x (20 ... 14)
• Type of connectable conductor cross-sections at AWG conductors stranded	2x (20 ... 14)
• connectable conductor cross-section solid	0.5 ... 4 mm ²
• connectable conductor cross-section finely stranded with core end processing	0.5 ... 2.5 mm ²
AWG number as coded connectable conductor cross section	
• solid	20 ... 14
• stranded	20 ... 14
Tightening torque	
• with screw-type terminals	0.8 ... 1.2 N·m

Installation/ mounting/ dimensions	
• mounting position	any
Mounting type	snap-on mounting
Height	92 mm
Width	22.5 mm
Depth	91 mm
Required spacing	
• with side-by-side mounting — forwards — Backwards — upwards — downwards — at the side	0 mm 0 mm 0 mm 0 mm 0 mm
• for grounded parts — forwards — Backwards — upwards — at the side — downwards	0 mm 0 mm 0 mm 0 mm 0 mm
• for live parts — forwards — Backwards — upwards — downwards — at the side	0 mm 0 mm 0 mm 0 mm 0 mm

Ambient conditions

Installation altitude at height above sea level	
• maximum	2 000 m
Ambient temperature	
• during operation	-25 ... +60 °C
• during storage	-40 ... +85 °C
• during transport	-40 ... +85 °C

Certificates/ approvals

General Product Approval			EMC	Declaration of Conformity	
					Miscellaneous
CCC	UL		RCM	EG-Konf.	
Test Certificates		Marine / Shipping		other	Railway
Type Test Certificates/Test Report	Special Test Certificate			Confirmation	Vibration and Shock
		LRS	DNVGL.COM/AF		

Further information

Information- and Downloadcenter (Catalogs, Brochures,...)

<https://www.siemens.com/ic10>

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=3UG4617-1CR20>

Cax online generator

<http://support.automation.siemens.com/WW/CAXorder/default.aspx?lang=en&mlfb=3UG4617-1CR20>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

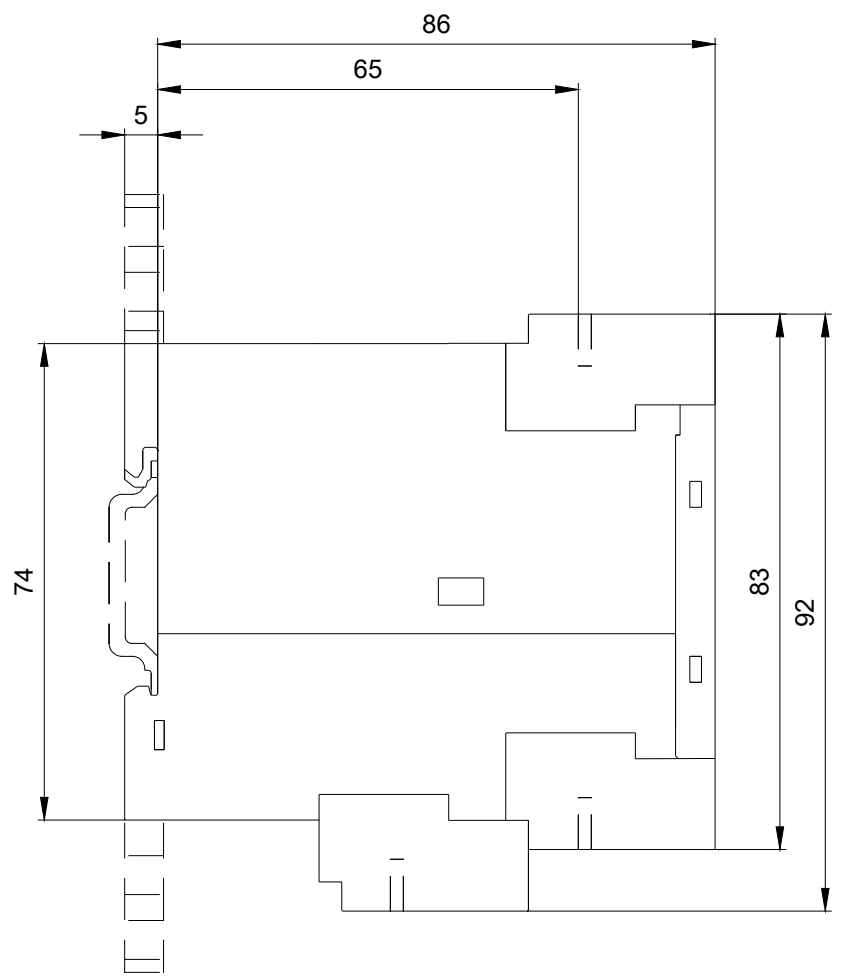
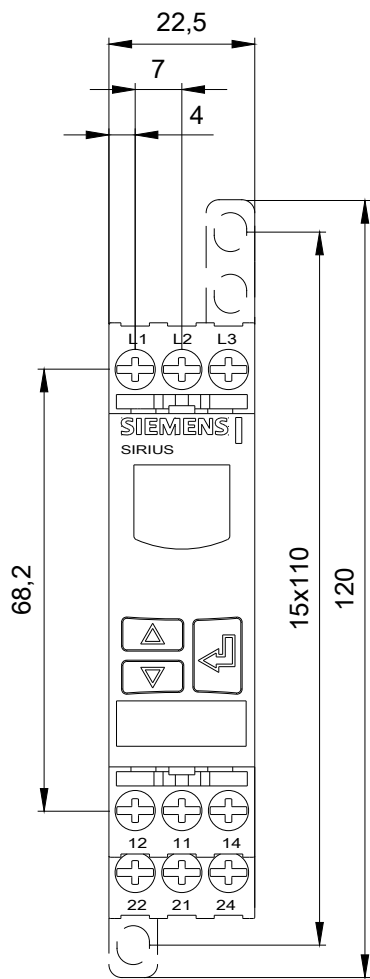
<https://support.industry.siemens.com/cs/ww/en/ps/3UG4617-1CR20>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, EPLAN macros, ...)

http://www.automation.siemens.com/bilddb/cax_de.aspx?mlfb=3UG4617-1CR20&lang=en

Characteristic: Derating

<https://support.industry.siemens.com/cs/ww/en/ps/3UG4617-1CR20/manual>



last modified:

08/19/2020 [🔗](#)

SIMATIC S7-1200, CPU 1212C, compact CPU, DC/DC/relay,
onboard I/O: 8 DI 24 V DC; 6 DO relay 2 A; 2 AI 0-10 V DC, Power
supply: DC 20.4-28.8V DC, Program/data memory 75 KB



General information	
Product type designation	CPU 1212C DC/DC/relay
Firmware version	V4.4
Engineering with	
• Programming package	STEP 7 V16 or higher
Supply voltage	
Rated value (DC)	
• 24 V DC	Yes
permissible range, lower limit (DC)	20.4 V
permissible range, upper limit (DC)	28.8 V
Reverse polarity protection	Yes
Load voltage L+	
• Rated value (DC)	24 V
• permissible range, lower limit (DC)	20.4 V
• permissible range, upper limit (DC)	28.8 V
Input current	
Current consumption (rated value)	400 mA; CPU only
Current consumption, max.	1 200 mA; CPU with all expansion modules

Inrush current, max.	12 A; at 28.8 V
I^2t	0.8 A ² ·s
Output current	
for backplane bus (5 V DC), max.	1 000 mA; Max. 5 V DC for SM and CM
Encoder supply	
24 V encoder supply	
• 24 V	L+ minus 4 V DC min.
Power loss	
Power loss, typ.	9 W
Memory	
Work memory	
• integrated	75 kbyte
• expandable	No
Load memory	
• integrated	2 Mbyte
• Plug-in (SIMATIC Memory Card), max.	with SIMATIC memory card
Backup	
• present	Yes
• maintenance-free	Yes
• without battery	Yes
CPU processing times	
for bit operations, typ.	0.08 µs; / instruction
for word operations, typ.	1.7 µs; / instruction
for floating point arithmetic, typ.	2.3 µs; / instruction
CPU-blocks	
Number of blocks (total)	DBs, FCs, FBs, counters and timers. The maximum number of addressable blocks ranges from 1 to 65535. There is no restriction, the entire working memory can be used
OB	
• Number, max.	Limited only by RAM for code
Data areas and their retentivity	
Retentive data area (incl. timers, counters, flags), max.	10 kbyte
Flag	
• Number, max.	4 kbyte; Size of bit memory address area
Local data	
• per priority class, max.	16 kbyte; Priority class 1 (program cycle): 16 KB, priority class 2 to 26: 6 KB
Address area	
Process image	

• Inputs, adjustable • Outputs, adjustable	1 kbyte 1 kbyte
Hardware configuration	
Number of modules per system, max.	3 comm. modules, 1 signal board, 2 signal modules
Time of day	
Clock	
• Hardware clock (real-time) • Backup time • Deviation per day, max.	Yes 480 h; Typical ±60 s/month at 25 °C
Digital inputs	
Number of digital inputs • of which inputs usable for technological functions	8; Integrated 6; HSC (High Speed Counting)
Source/sink input	Yes
Number of simultaneously controllable inputs	
all mounting positions	
— up to 40 °C, max.	8
Input voltage	
• Rated value (DC) • for signal "0" • for signal "1"	24 V 5 V DC at 1 mA 15 V DC at 2.5 mA
Input delay (for rated value of input voltage)	
for standard inputs	
— parameterizable	0.2 ms, 0.4 ms, 0.8 ms, 1.6 ms, 3.2 ms, 6.4 ms and 12.8 ms, selectable in groups of four
— at "0" to "1", min.	0.2 ms
— at "0" to "1", max.	12.8 ms
for interrupt inputs	
— parameterizable	Yes
for technological functions	
— parameterizable	Single phase: 3 @ 100 kHz & 3 @ 30 kHz, differential: 3 @ 80 kHz & 3 @ 30 kHz
Cable length	
• shielded, max. • unshielded, max.	500 m; 50 m for technological functions 300 m; for technological functions: No
Digital outputs	
Number of digital outputs	6; Relays
Switching capacity of the outputs	
• with resistive load, max. • on lamp load, max.	2 A 30 W with DC, 200 W with AC
Output delay with resistive load	

• "0" to "1", max.	10 ms; max.
• "1" to "0", max.	10 ms; max.
Relay outputs	
• Number of relay outputs	6
• Number of operating cycles, max.	mechanically 10 million, at rated load voltage 100 000
Cable length	
• shielded, max.	500 m
• unshielded, max.	150 m
Analog inputs	
Number of analog inputs	2
Input ranges	
• Voltage	Yes
Input ranges (rated values), voltages	
• 0 to +10 V	Yes
— Input resistance (0 to 10 V)	≥100k ohms
Cable length	
• shielded, max.	100 m; twisted and shielded
Analog outputs	
Number of analog outputs	0
Analog value generation for the inputs	
Integration and conversion time/resolution per channel	
• Resolution with overrange (bit including sign), max.	10 bit
• Integration time, parameterizable	Yes
• Conversion time (per channel)	625 µs
Encoder	
Connectable encoders	
• 2-wire sensor	Yes
1. Interface	
Interface type	PROFINET
Physics	Ethernet
Isolated	Yes
automatic detection of transmission rate	Yes
Autonegotiation	Yes
Autocrossing	Yes
Interface types	
• Number of ports	1
• integrated switch	No
Protocols	
• PROFINET IO Controller	Yes

• PROFINET IO Device	Yes
• SIMATIC communication	Yes
• Open IE communication	Yes; Optionally also encrypted
• Web server	Yes
• Media redundancy	No
PROFINET IO Controller	
• Transmission rate, max.	100 Mbit/s
Services	
— PG/OP communication	Yes
— S7 routing	Yes
— Isochronous mode	No
— IRT	No
— MRP	No
— MRPD	No
— PROFINergy	No
— Prioritized startup	Yes
— Number of IO devices with prioritized startup, max.	16
— Number of connectable IO Devices, max.	16
— Number of connectable IO Devices for RT, max.	16
— of which in line, max.	16
— Activation/deactivation of IO Devices	Yes
— Number of IO Devices that can be simultaneously activated/deactivated, max.	8
— Updating time	The minimum value of the update time also depends on the communication component set for PROFINET IO, on the number of IO devices and the quantity of configured user data.
PROFINET IO Device	
Services	
— PG/OP communication	Yes
— S7 routing	Yes
— Isochronous mode	No
— IRT	No
— MRP	No
— MRPD	No
— PROFINergy	Yes
— Shared device	Yes
— Number of IO Controllers with shared device, max.	2
Protocols	
Supports protocol for PROFINET IO	Yes

PROFIBUS	Yes; CM 1243-5 (master) or CM 1242-5 (slave) required
AS-Interface	Yes; CM 1243-2 required
Protocols (Ethernet)	
• TCP/IP	Yes
• DHCP	No
• SNMP	Yes
• DCP	Yes
• LLDP	Yes
Open IE communication	
• TCP/IP	Yes
— Data length, max.	8 kbyte
• ISO-on-TCP (RFC1006)	Yes
— Data length, max.	8 kbyte
• UDP	Yes
— Data length, max.	1 472 byte
Web server	
• supported	Yes
• User-defined websites	Yes
OPC UA	
• Runtime license required	Yes; "Basic" license required
• OPC UA Server	Yes; Data access (read, write, subscribe), runtime license required
— Application authentication	Available security policies: None, Basic128Rsa15, Basic256Rsa15, Basic256Sha256
— User authentication	"anonymous" or by user name & password
— Number of sessions, max.	5
— Number of accessible variables, max.	1 000
— Number of subscriptions per session, max.	5
— Sampling interval, min.	100 ms
— Publishing interval, min.	200 ms
— Number of monitored items, max.	500
— Number of server interfaces, max.	2
— Number of nodes for user-defined server interfaces, max.	1 000
Further protocols	
• MODBUS	Yes
Communication functions	
S7 communication	
• supported	Yes
• as server	Yes
• as client	Yes
• User data per job, max.	See online help (S7 communication, user data size)

Number of connections	
• overall	8 connections for open user communication (active or passive): TSEND_C, TRCV_C, TCON, TDISCON, TSEND and TRCV, 8 CPU/CPU connections (Client or Server) for GET/PUT data, 6 connections for dynamic assignment to GET/PUT or open user communication
Test commissioning functions	
Status/control	
• Status/control variable • Variables	Yes Inputs/outputs, memory bits, DBs, distributed I/Os, timers, counters
Forcing	
• Forcing	Yes
Diagnostic buffer	
• present	Yes
Traces	
• Number of configurable Traces • Memory size per trace, max.	2 512 kbyte
Interrupts/diagnostics/status information	
Diagnostics indication LED	
• RUN/STOP LED • ERROR LED • MAINT LED	Yes Yes Yes
Integrated Functions	
Number of counters	6
Counting frequency (counter) max.	100 kHz
Frequency measurement	Yes
controlled positioning	Yes
Number of position-controlled positioning axes, max.	8
Number of positioning axes via pulse-direction interface	Up to 4 with SB 1222
PID controller	Yes
Number of alarm inputs	4
Potential separation	
Potential separation digital inputs	
• Potential separation digital inputs • between the channels, in groups of	500V AC for 1 minute 1
Potential separation digital outputs	
• Potential separation digital outputs • between the channels • between the channels, in groups of	Relays No 2

EMC

Interference immunity against discharge of static electricity

• Interference immunity against discharge of static electricity acc. to IEC 61000-4-2	Yes
— Test voltage at air discharge	8 kV
— Test voltage at contact discharge	6 kV

Interference immunity to cable-borne interference

• Interference immunity on supply lines acc. to IEC 61000-4-4	Yes
• Interference immunity on signal cables acc. to IEC 61000-4-4	Yes

Interference immunity against voltage surge

• Interference immunity on supply lines acc. to IEC 61000-4-5	Yes
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Interference immunity against conducted variable disturbance induced by high-frequency fields

• Interference immunity against high-frequency radiation acc. to IEC 61000-4-6	Yes
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Emission of radio interference acc. to EN 55 011

• Limit class A, for use in industrial areas	Yes; Group 1
• Limit class B, for use in residential areas	Yes; When appropriate measures are used to ensure compliance with the limits for Class B according to EN 55011

Degree and class of protection

IP degree of protection	IP20
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Standards, approvals, certificates

CE mark	Yes
UL approval	Yes
cULus	Yes
FM approval	Yes
RCM (formerly C-TICK)	Yes
KC approval	Yes
Marine approval	Yes

Ambient conditions

Free fall

• Fall height, max.	0.3 m; five times, in product package
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Ambient temperature during operation

• min.	-20 °C
• max.	60 °C; Number of simultaneously activated inputs or outputs 4 or 3 (no adjacent points) at 60 °C horizontal or 50 °C vertical, 8 or 6 at 55 °C horizontal or 45 °C vertical
• horizontal installation, min.	-20 °C
• horizontal installation, max.	60 °C
• vertical installation, min.	-20 °C

• vertical installation, max.	50 °C
Ambient temperature during storage/transportation	
• min.	-40 °C
• max.	70 °C
Air pressure acc. to IEC 60068-2-13	
• Operation, min.	795 hPa
• Operation, max.	1 080 hPa
• Storage/transport, min.	660 hPa
• Storage/transport, max.	1 080 hPa
Altitude during operation relating to sea level	
• Installation altitude, min.	-1 000 m
• Installation altitude, max.	2 000 m
Relative humidity	
• Operation, max.	95 %; no condensation
Vibrations	
• Vibration resistance during operation acc. to IEC 60068-2-6	2 g (m/s ²) wall mounting, 1 g (m/s ²) DIN rail
• Operation, tested according to IEC 60068-2-6	Yes
Shock testing	
• tested according to IEC 60068-2-27	Yes; IEC 68, Part 2-27 half-sine: strength of the shock 15 g (peak value), duration 11 ms
Pollutant concentrations	
• SO ₂ at RH < 60% without condensation	SO ₂ : < 0.5 ppm; H ₂ S: < 0.1 ppm; RH < 60% condensation-free
Configuration	
Programming	
Programming language	
— LAD	Yes
— FBD	Yes
— SCL	Yes
Know-how protection	
• User program protection/password protection	Yes
• Copy protection	Yes
• Block protection	Yes
Access protection	
• Protection level: Write protection	Yes
• Protection level: Read/write protection	Yes
• Protection level: Complete protection	Yes
Cycle time monitoring	
• adjustable	Yes
Dimensions	
Width	90 mm

Height	100 mm
Depth	75 mm
Weights	
Weight, approx.	385 g
last modified:	08/19/2020 

Alco Controls

Pressure Controls PS1 / PS2 Series

Technical Bulletin

Adjustable Single and Dual Pressure Controls for high and low pressure applications.

Features

- Adjustable pressure range
- Narrow adjustable differential depending on model
- Range and differential pointer in units bar and psig
- Range and differential individually lockable by wire seal
- High rated SPDT contacts for all versions
- Shatter resistant contacts
- Heavy duty, finger-proof terminal blocks
- Captive terminal and cover screws
- Dual pressostats with two independent SPDT switches
- Manual toggle for system checkout and override
- Standard pressure connection 7/16"-20 UNF for 1/4" SAE male flare connection
- Low pressure and high pressure versions available with TÜV approval according to EN 12263 to meet requirements of DIN 8901 and EN 378
- Automatic and manual reset versions
- Some versions with convertible auto/manual reset
- Locking plate and mounting screws included

Options (minimum lot size 100 pieces)

- Alternative pressure connectors including 6 mm ODF solder connection
- Factory set to customer specification

PS1-X4A



Single Pressostat PS1



Dual Pressostat PS2

Selection Table Single Pressure Controls PS1

Type	PCN	Adjustment Range		Lowest Setpoint bar	Factory Setting bar	Leakage Test Pressure bar	Pressure Connection
		Upper Setpoint bar	Differential Setpoint bar				

Low Pressure Controls

PS1-A3A	4 370 700	-0.5 ... 7	0.5 ... 5	-0.9	3.5 / 4.5	24	7/16"-20 UNF
PS1-A3K	4 370 600						capillary/nut
PS1-A3L	4 714 945						cap./solder tube 1/4"
PS1-A3U	4 712 201						solder 6 mm
PS1-A3X	4 713 430						solder tube 1/4"
PS1-R3A	4 350 100	-0.5 ... 7	External reset approx. 1bar above setpoint	-0.9	3.5	24	7/16"-20 UNF
PS1-R3K	4 713 431						Capillary/nut

High Pressure Controls

PS1-A5A	4 350 500	6 ... 31	2 ... 15	3	16 / 20	35	7/16"-20 UNF
PS1-A5K	4 370 400						capillary/nut
PS1-A5L	4 715 136						cap./solder tube 1/4"
PS1-A5U	4 713 325						solder 6 mm
PS1-A5X	4 713 434						solder tube 1/4"
PS1-R5A	4 350 700	6 ... 31	External reset approx. 3bar below setpoint	-	20	35	7/16"-20 UNF
PS1-R5K	4 370 300						capillary/nut

Pressure Controls PS1 / PS2 Series

Selection Table Single Pressure Controls PS1 TÜV (EN 12263)

Type	PCN	Adjustment Range		Lowest Setpoint bar	Factory Setting bar	Leakage Test Pressure bar	Pressure Connection
		Upper Setpoint bar	Differential Setpoint bar				

Pressure Limiter for low pressure protection EN 12263 PSL (automatic reset)

PS1-W3A	4 368 300	-0.5 ... 7	0.5 ... 5	-0.9	3.5 / 4.5	24	7/16"-20 UNF
PS1-W3U	4 713 437						solder 6 mm

Pressure Cut Out for low pressure protection EN 12263 PZL (external reset)

PS1-B3A	4 470 400	-0.5 ... 7	External reset approx. 1bar above setpoint	-0.9	3.5	24	7/16"-20 UNF
PS1-B3U	4 715 141						solder 6 mm

Pressure Limiter for high pressure protection EN 12263 PSH (automatic reset)

PS1-W5A	4 353 200	6 ... 31	2 ... 15	3	16 / 20	35	7/16"-20 UNF
PS1-W5K	4 359 100						capillary/nut
PS1-W5U	4 713 439						solder 6 mm

Pressure Cut Out for high pressure protection EN 12263 PZH (external manual reset)

PS1-B5A	4 353 300	6 ... 31	External reset approx. 3bar below setpoint	-	20	35	7/16"-20 UNF
PS1-B5J	4 715 758						cap./solder 6mm
PS1-B5U	4 712 332						solder 6 mm

Safety Pressure Cut Out for high pressure protection EN 12263 PZHH (internal manual reset)

PS1-S5A	4 368 400	6 ... 31	Internal reset approx. 3bar below setpoint	-	21	35	7/16"-20 UNF
PS1-S5U	4 711 591						solder 6 mm

Selection Table Dual Pressure Controls PS2

Type	PCN	Adjustment Range				Factory Setting		Leakage Test Pressure		Pressure Connection
		Upper Setpoint left bar	right bar	Differential left bar	right bar	left bar	right bar	left bar	right bar	

Combined Low and High Pressure Controls

PS2-A7A	4 353 400	-0.5 ... 7	6 ... 31	0.5 ¹ ... 5	ca. 4 fix	3.5 / 4.5	20	24	35	7/16"-20 UNF
PS2-A7K	4 350 900									capillary/nut
PS2-A7L	4 713 565									cap./solder 1/4"
PS2-A7U	4 713 415									solder 6 mm
PS2-A7X	4 713 416									solder tube 1/4 "
PS2-L7A	4 351 100	-0.5 ... 7	6 ... 31	0.5 ¹ ... 5	Ext. reset approx. 4bar below setpoint	3.5 / 4.5	20	24	35	7/16"-20 UNF
PS2-L7K	4 370 500									capillary nut
PS2-L7U	4 713 417									solder 6 mm
PS2-R7A	4 351 300	-0.5 ... 7	6 ... 31	Ext. reset approx. 1bar above setpoint	Ext. reset approx. 4bar below setpoint	3.5	20	24	35	7/16"-20 UNF
PS2-R7K	4 713 421									capillary nut
PS2-R7U	4 713 419									solder 6 mm

Dual Pressure Controls PS2 TÜV (EN 12263)

Combined Pressure Limiter for low pressure / high pressure protection EN 12263; PSL / PSH (automatic / automatic)

PS2-W7A	4 360 100	-0.5 ... 7	6 ... 31	0.5 ¹ ... 5	ca. 4 fix	3.5 / 4.5	20	24	35	7/16"-20 UNF
PS2-W7L	4 450 300									cap./solder 1/4"
PS2-W7U	4 712 436									solder 6 mm

¹ lowest possible setpoint: -0.9 bar

Pressure Controls PS1 / PS2 Series

Selection Table Dual Pressure Controls PS2 (cont'd)

Type	PCN	Adjustment Range				Factory Setting		Leakage Test Pressure		Pressure Connection
		Upper Setpoint left bar	right bar	Differential left bar	right bar	left bar	right bar	left bar	right bar	

Combined Pressure Limiter / Pressure Cut Out for low pressure / high pressure protection

EN 12263; PSL / PZH (automatic / external manual reset)

PS2-C7A	4 353 500	-0.5 ... 7	6 ... 31	0.5 ¹ ... 5	Ext. reset approx. 4bar below setpoint	3.5 / 4.5	20	24	35	7/16"-20 UNF
PS2-C7L	5 715 131									cap./solder 1/4"

Combined Low and High Pressure Controls. High side convertible from automatic to manual reset

PS2-M7A	4 361 300	-0.5 .. 7	6 ... 31	0.5 ¹ ... 5	-	3.5 / 4.5	21	24	35	7/16"-20 UNF
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Combined Pressure Limiter Safety Pressure Cut Out for low pressure / high pressure protection

EN 12263 PSL / PZH (automatic / automatic convertible to external manual reset)

PS2-N7A	4 715 756	-0.5 .. 7	6 ... 31	0.5 ¹ ... 5	-	3.5 / 4.5	21	24	35	7/16"-20 UNF
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Combined Pressure Limiter / Safety Pressure Cut Out for low pressure / high pressure protection

EN 12263 PSL / PZHH (automatic / internal manual reset)

PS2-T7A	4 368 500	-0.5 .. 7	6 ... 31	0.5 ¹ ... 5	Int. reset approx. 4bar below setpoint	3.5 / 4.5	21	24	35	7/16"-20 UNF
PS2-T7U	4 713 424									solder 6 mm

Combined Pressure Cut Out for low pressure / high pressure protection

EN 12263 PZL / PZH (external manual reset / external manual reset)

PS2-B7A	4 360 200	-0.5 .. 7	6 ... 31	Ext. reset approx. 1bar above setpoint	Ext. reset approx. 4bar below setpoint	3.5	20	24	35	7/16"-20 UNF
PS2-B7K	4 446 600									capillary nut
PS2-B7L	4 446 700									cap./solder 1/4"
PS2-B7U	4 449 400									solder 6 mm

Combined Pressure Cut Out / Safety Pressure Cut Out for high pressure / high pressure protection

EN 12263 PZH / PZHH (external manual reset / internal manual reset)

PS2-G8A	4 368 600	6 ... 31	6 ... 31	Ext. reset approx. 4bar below setpoint	Int. reset approx. 4bar below setpoint	20	21	35	35	7/16"-20 UNF
PS2-G8U	4 713 427									solder 6 mm
PS2-G8X	4 713 428									solder tube 1/4"

¹ lowest possible setpoint: -0.9 bar

Technical data

Environmental conditions

Ambient temperatures storage and transportation: operation:	-50 °C to +70 °C -50 °C to +70 °C
Medium temperature range TS at pressure connector:	-50 °C to +70 °C
Dust and water protection EN 60529 / IEC 529:	IP44 Control mounted flush against wall
Vibration resistance:	4g @ 10 ... 1000 Hz

Electrical contacts

Type of contacts	- PS1: 1 x SPDT contact - PS2: 2 x SPDT contacts
Contact material - standard:	CuAg3
Heating load (AC1):	24A / 230V AC
Inductive load (AC15):	10A / 230V AC
Startup / Locked Rotor UL:	144A / 120 / 240V AC
Inductive load (DC 13):	0.1A / 230V DC; 3A / 24V DC 6A / 12V DC
Motor rating UL (FLA):	24A / 120 / 240V AC

Materials and compatibility

Housing materials	cover: frame:	Polycarbonate (PC) Steel, with ROHS compatible anti corrosion protection
Materials with medium contact pressure conn. (A) / bellows: pressure conn. (K,L,U,X) / bellows:		brass /bronze copper / bronze
Medium compatibility		HFC, HCFC

Approvals

EN 12263 (TÜV)	specific models, see selection
Low Voltage Directive 73/23/EWG 93/68/EWG; EN 60947-1, EN 60947-5-1:	all models
UL / CSA:	File Nr. E85974
German Lloyd	standard models when used with marine cable glands (accessory)

Pressure Controls PS1 / PS2 Series

Name Scheme Adjustable Single Pressostats

PS 1 - A 7 A					
Product Name PS1 = standard version PSA = customer specific version			Pressure Connector A = 7/16"-20 UNF male C = R 1/4" male, stainless steel with steel bellows J = 1 m capillary with 6mm-ODM solder tube K = 1 m capillary with 7/16"-20 UNF flare nut and schrader valve opener L = 1 m capillary with 1/4"-ODM solder tube U = 6 mm ODF solder, 80 mm length X = 1/4"-ODF solder, 80 mm length		
Function A = Pressure control, automatic reset B = Pressure cut out, external manual reset EN 12263 R = Pressure control, external manual reset S = Safety pressure cut out, internal manual reset EN 12263 U = Convertible from R to A W = Pressure limiter, automatic, DIN / EN 12263 X = Pressure control, automatic with extended adjustment spindles			Pressure Range 1 = -0,75 ... 3 bar 2 = -0,8 ... 1.5 bar 3 = -0,5 ... 7 bar 4 = 1 ... 20 bar 5 = 6 ... 31 bar		

Name Scheme Adjustable Dual Pressostats

PS 2 - A 7 A														
Product Name PS2 = standard version PSB = customer specific version		Pressure Connector A = 7/16"-20 UNF male C = R 1/4" male, stainless steel with steel bellows K = 1 m cap tube and schrader valve opener, 7/16"-20 UNF flare nut L = 1/4"-ODM solder with 1 m cap tube U = 6 mm ODF solder, 80 mm length X = 1/4"-ODF solder, 80 mm length												
Function A = both sides: automatic pressure controls B = both sides: cut out, external manual reset, EN 12263 C = left side: pressure limiter, automatic, EN 12263 right side: cut out, external manual reset, EN 12263 G = left side: cut out, external manual reset, EN 12263 right side: safety cut out, internal manual reset, EN 12263 L = left side: automatic pressure control, right side: external manual reset M = left side: automatic pressure control, right side: convertible from R to A. N = left side: automatic pressure control, EN 12263 right side: convertible from R to A EN 12263. R = both sides: external manual reset S = both sides: safety cut out, internal manual reset, EN 12263 T = left side: pressure limiter, automatic, EN 12263 right side: safety cut out, internal manual reset, EN 12263 U = both sides: convertible from R to A W = both sides: pressure limiter, automatic reset, DIN / EN 12263 X = both sides automatic pressure controls; extended adjustment spindles Y = left side: automatic reset, right side: convertible from R to A; extended adjustment spindles Z = both sides convertible from R to A; extended adjustment spindles		Pressure Range <table><tr><td></td><td>left side</td><td>right side</td></tr><tr><td>7 =</td><td>-0,5 ... 7 bar</td><td>6 ... 31 bar</td></tr><tr><td>8 =</td><td>6 ... 31 bar</td><td>6 ... 31 bar</td></tr><tr><td>9 =</td><td>-0,75 ... 3 bar</td><td>6 ... 31 bar</td></tr></table>		left side	right side	7 =	-0,5 ... 7 bar	6 ... 31 bar	8 =	6 ... 31 bar	6 ... 31 bar	9 =	-0,75 ... 3 bar	6 ... 31 bar
	left side	right side												
7 =	-0,5 ... 7 bar	6 ... 31 bar												
8 =	6 ... 31 bar	6 ... 31 bar												
9 =	-0,75 ... 3 bar	6 ... 31 bar												

General Hints

High pressure limiters and pressure cut outs with type approval according to EN 12263 feature a double bellows design.



Should the inner bellows leak, then the larger surface area of the outer bellows creates a larger force and causes the pressostat to a pre-empted cut out. This represents a fail-safe function.

Electrical contacts

PS1 / PS2 pressure controls are equipped with high rated double snap action contacts for shatter-free and reliable operation. All contacts are designed as Single Pole Double Throw (SPDT) contacts. Dual Pressostats PS2 come with two independently actuated SPDT contacts.

Switch Points

The set points are adjustable with internal adjustment spindles. The range spindle allows presetting the *upper switch point* together with the *lower switch point*. The differential spindle is used to preset the *lower switch point*. The dependency between upper and lower set point is as follows:

$$\text{lower set point} = \text{upper set point} - \text{differential}$$

Parts with manual reset feature a fixed differential. Manual reset is possible as soon as pressure falls below / rises above this fixed differential (see selection table).

Contact function

Contacts on Single Pressostats PS1 are labeled 1-2-4, contacts on Dual Pressostats are labeled 11-12-14 on the left side and 21-22-24 on the right side.

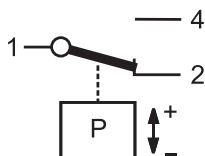
'1', '11', '21' refer to the common pole.

'2', '12', '22' refer to the lower setpoint and

'4', '14', '24' refer to the upper setpoint. This is true for all functions: low pressure controls, high pressure controls, manual or automatic reset types.

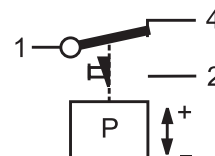
Automatic reset

On pressure rise above the upper setpoint, contacts 1-2 (11-12; 21-22) open and contacts 1-4 (11-14, 21-24) close. On decreasing pressure below lower setpoint contacts 1-4 (11-14; 21-24) open and contacts 1-2 (11-12; 21-22) close.



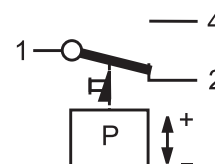
Manual reset low pressure

On decreasing pressure below the lower setpoint, contacts 1-4 open, contacts 1-2 close and latch. On pressure rise above fixed differential per Selection Table and after pressing the manual reset button, contacts 1-2 will open and contacts 1-4 will close again.



Manual reset high pressure

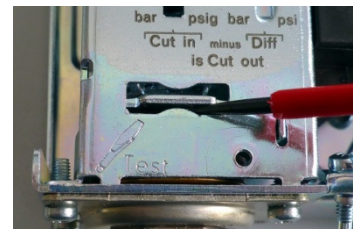
On increasing pressure above the upper setpoint, contacts 1-2 open, contacts 1-4 close and latch. On falling pressure below fixed differential per Selection Table and after pressing the manual reset button, contacts 1-4 will open and contacts 1-2 will close again.



For operational safety, all PS1 / PS2 with manual reset are designed as *trip-free* controls, i.e. pressing the manual reset button while the pressure has not reached its reset threshold will not operate the electrical contacts.

Installation and maintenance

A front access manual toggle is provided for checking out control operation. On low pressure controls this toggle may be used to override the low pressure signal during system evacuation, avoiding the need to undo the electrical wiring for this purpose.



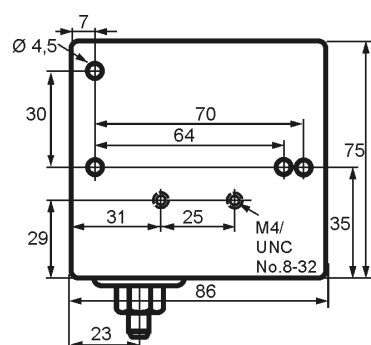
The standard mounting holes for mounting brackets are equipped with a universal thread to fit both, M4 and UNC 8-32 screws.



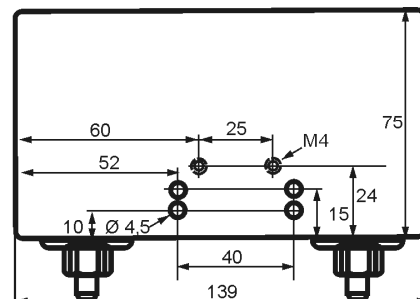
The standard wholesale package includes two mounting screws and a locking plate. Several hole patterns for surface mounting are provided, see physical dimensions.

Physical Dimensions (mm)

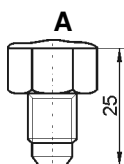
PS1



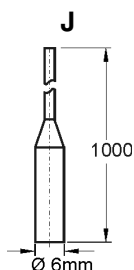
PS2



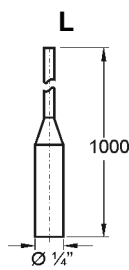
Pressure Connections:



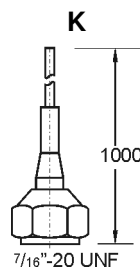
7/16"-20 UNF
male (1/4" SAE)



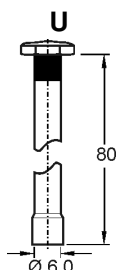
Capillary Tube with
Ø 6 mm ODM Solder Tube



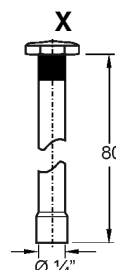
Capillary Tube with
Ø 1/4" ODM Solder Tube



Capillary Tube with Flare
Nut + Schrader depressor

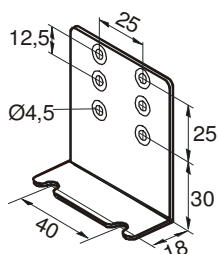


Ø 6 mm ODF
Solder Tube

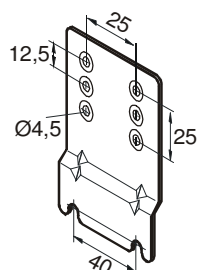


1/4" ODF
Solder Tube

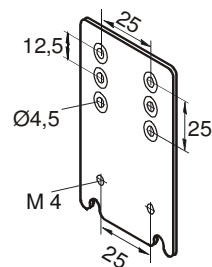
Accessories



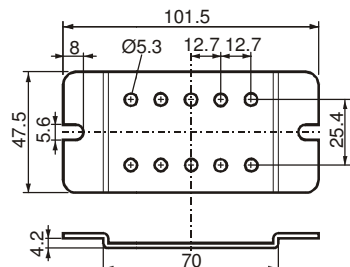
Mounting bracket angle
0 714 144
(incl. screws)



Mounting plate for units with hood
0 714 145
(incl. screws)



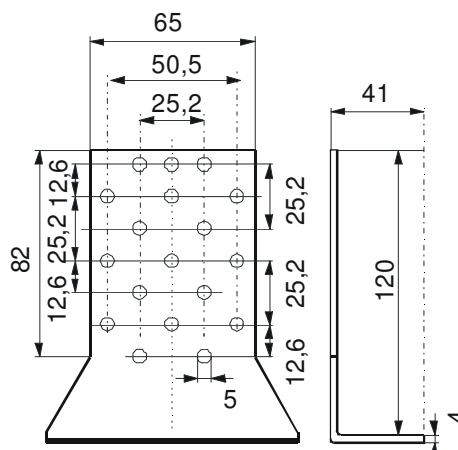
Extension bracket
0 714 146
(incl. screws)



Horizontal mounting bracket
0 716 063
(incl. screws)



Locking Plate (20 pieces)
803 783



Univ. mounting bracket
0 714 147
(incl. screws)

30mm BlackMax, Epoxy Coated Corrosion Resistant Complete Metal Unit PTT / Illuminated Pushbutton Full Voltage, 24V AC/DC Incandescent Lamp Extended Button Plastic Lens, Green 2 Position Momentary with 1 N.O. - 1 N.C. Heavy Duty Contacts, A600/P600 UL Listed, CSA Certified NEMA 1,3,3R,4,4X,12,13 & Automotive Standards



Figure similar

Enclosure	
Number of command points	1
Delivery state	No
• as a kit	
Actuator	
Product extension optional Light source	Yes
Material of the actuating element	plastic
Shape of the actuating element	Raised pushbutton
Number of contact modules	1
Type of unlocking device	without
Number of switching positions	2
Front ring	
Product component front ring	Yes
Design of the front ring	standard
material of the front ring	metal
Color of the front ring	black

Contact block/ lampholder	
Number of lampholders	1
Display	
Number of LED modules	0
General technical data	
Product function	
• positive opening	Yes
Product component	
• lamp transformer	No
• Light source	Yes
• Insulation voltage rated value	600 V
Type of voltage	
• of the operating voltage	AC/DC
• of the input voltage	AC/DC
Surge voltage resistance rated value	4 kV
• Protection class IP	IP66
• Protection class IP of the terminal	IP20
thermal current	10 A
Supply voltage	
Type of voltage of the supply voltage	
• of the light source	AC/DC
Supply voltage of the light source at AC	
• at 60 Hz rated value	28 ... 24 V
Supply voltage of the light source at DC	
• rated value	28 ... 24 V
Auxiliary circuit	
Number of NC contacts for auxiliary contacts	1
Number of NO contacts for auxiliary contacts	1
Operating current at AC-15	
• at 110 V rated value	60 A
• at 230 V rated value	30 A
• at 400 V rated value	15 A
• at 500 V rated value	12 A
Connections/ Terminals	
• type of electrical connection	screw-type terminals
Tightening torque of the screws in the bracket	20 N·m
Tightening torque [lbf·in]	
• with screw-type terminals	8 ... 8 lbf·in
Lamp	
Color of the light source	clear

Ambient conditions

Ambient temperature

- during operation -35 ... +70 °C
- during storage -40 ... +85 °C

Installation/ mounting/ dimensions

Shape of the installation opening

round

Certificates/ approvals

Further information

Information- and Downloadcenter (Catalogs, Brochures,...)

<https://www.siemens.com/ic10>

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=US2:52BT6D3A>

Cax online generator

<http://support.automation.siemens.com/WW/CAXorder/default.aspx?lang=en&mlfb=US2:52BT6D3A>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

<https://support.industry.siemens.com/cs/ww/en/ps/US2:52BT6D3A>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, EPLAN macros, ...)

http://www.automation.siemens.com/bilddb/cax_de.aspx?mlfb=US2:52BT6D3A&lang=en

last modified:

08/19/2020 

Metal NEMA 4X, Pushbutton 2 position, 1NO Complete device
Momentary Flush, black Non-Illuminated UL file E22655 in Vol. 6 (7)
Sec. 13 (2)



Figure similar

Enclosure	
Number of command points	1
Delivery state	
• as a kit	No
Actuator	
design of the operating mechanism	Pushbutton
• color of the actuating element	black
material of the actuating element	plastic
Number of contact modules	1
Type of unlocking device	without
Number of switching positions	2
Front ring	
Product component front ring	Yes
Design of the front ring	standard
material of the front ring	metal
color of the front ring	black

General technical data	
• product function positive opening	No
• product component light source	No
insulation voltage	
• rated value	600 V
surge voltage resistance rated value	4 kV
protection class IP	IP66
• of the terminal	IP20
thermal current	10 A
operating voltage	
• at AC	
— at 60 Hz rated value	5 ... 600 V
• at DC rated value	5 ... 600 V
Auxiliary circuit	
• number of NC contacts for auxiliary contacts	0
• number of NO contacts for auxiliary contacts	1
• operating current at AC-15 at 110 V rated value	60 A
• Operating current at AC-15 at 230 V rated value	30 A
• Operating current at AC-15 at 400 V rated value	15 A
• Operating current at AC-15 at 500 V rated value	12 A
Connections/ Terminals	
• type of electrical connection	screw-type terminals
Tightening torque of the screws in the bracket	20 N·m
• tightening torque [lbf·in] with screw-type terminals	8 lbf·in
Ambient conditions	
• ambient temperature during operation	-35 ... +70 °C
• ambient temperature during storage	-40 ... +85 °C
Installation/ mounting/ dimensions	
Shape of the installation opening	round
mounting height	21 mm
installation width	48 mm
installation depth	35 mm
Certificates/ approvals	
Further information	
Information- and Downloadcenter (Catalogs, Brochures,...) https://www.siemens.com/ic10	

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=US2:52PX8A1K>

Cax online generator

<http://support.automation.siemens.com/WW/CAXorder/default.aspx?lang=en&mlfb=US2:52PX8A1K>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

<https://support.industry.siemens.com/cs/ww/en/ps/US2:52PX8A1K>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, EPLAN macros, ...)

http://www.automation.siemens.com/bilddb/cax_de.aspx?mlfb=US2:52PX8A1K&lang=en

last modified:

08/25/2020 

Features

2, 3 & 4 Pole relay interface modules,
27 mm wide.

Ideal interface for PLC and electronic systems

58.32 - 2 Pole 10 A (screw terminals)

58.33 - 3 Pole 10 A (screw terminals)

58.34 - 4 Pole 7 A (screw terminals)

- AC coils and DC coils
- Supply status indication and coil suppression module as standard
- Identification label
- Cadmium Free contacts
- UL Listing (certain relay/socket combinations)
- 35 mm rail (EN 60715) mounting

58.32 / 58.33 / 58.34
Screw terminals



For outline drawing see page 4

Contact specification

Contact configuration	2 CO (DPDT)	3 CO (3PDT)	4 CO (4PDT)
Rated current/Maximum peak current A	10/20	10/20	7/15
Rated voltage/Maximum switching voltage V AC	250/400	250/400	250/250
Rated load AC1 VA	2,500	2,500	1,750
Rated load AC15 (230 V AC) VA	500	500	350
Single phase motor rating (230 V AC) kW	0.37	0.37	0.125
Breaking capacity DC1: 30/110/220V A	10/0.25/0.12	10/0.25/0.12	7/0.25/0.12
Minimum switching load mW (V/mA)	300 (5/5)	300 (5/5)	300 (5/5)
Standard contact material	AgNi	AgNi	AgNi

Coil specification

Nominal voltage (U _N)	V AC (50/60 Hz)	12 - 24 - 48 - 110 - 120 - 230	12 - 24 - 48 - 110 - 120 - 230	12 - 24 - 48 - 110 - 120 - 230
	V DC	12 - 24 - 48 - 125	12 - 24 - 48 - 125	12 - 24 - 48 - 125
Rated power AC/DC VA (50 Hz)/W		1.5/1	1.5/1	1.5/1
Operating range	AC	(0.8...1.1)U _N	(0.8...1.1)U _N	(0.8...1.1)U _N
	DC	(0.8...1.1)U _N	(0.8...1.1)U _N	(0.8...1.1)U _N
Holding voltage AC/DC		0.8 U _N /0.5 U _N	0.8 U _N /0.5 U _N	0.8 U _N /0.5 U _N
Must drop-out voltage AC/DC		0.2 U _N /0.1 U _N	0.2 U _N /0.1 U _N	0.2 U _N /0.1 U _N

Technical data

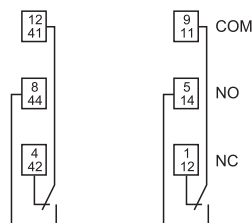
Mechanical life AC/DC	cycles	20 · 10 ⁶ /50 · 10 ⁶	20 · 10 ⁶ /50 · 10 ⁶	20 · 10 ⁶ /50 · 10 ⁶
Electrical life at rated load AC1	cycles	200 · 10 ³	200 · 10 ³	150 · 10 ³
Operate/release time	ms	9/3 (AC) - 9/15 (DC)	9/3 (AC) - 9/15 (DC)	9/3 (AC) - 9/15 (DC)
Insulation between coil and contacts (1.2/50 µs)	kV	3.6	3.6	3.6
Dielectric strength between open contacts	V AC	1,000	1,000	1,000
Ambient temperature range	°C	-40...+70	-40...+70	-40...+70
Protection category		IP 20	IP 20	IP 20

Approvals relay (according to type)

58.32



- 2 pole, 10 A
- Screw terminals
- 35 mm rail (EN 60715) mounting

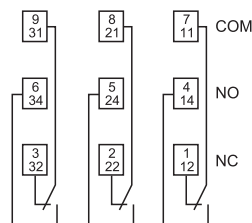


Example: AC

58.33



- 3 pole, 10 A
- Screw terminals
- 35 mm rail (EN 60715) mounting

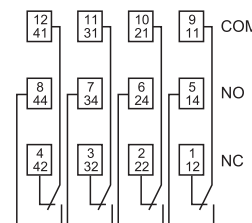


Example: DC

58.34



- 4 pole, 7 A
- Screw terminals
- 35 mm rail (EN 60715) mounting



Example: AC

Ordering information

Example: 58 series 35 mm rail (EN 60715) mounting, screw terminals interface module, 4 CO (4PDT), 24 V DC coil, green LED + diode.

	5	8	.	3	4	.	9	.	0	2	4	.	0	0	5	0
													A	B	C	D
Series																
Type																
3 = Screw terminals																
35 mm rail (EN 60715) mount																
No. of poles																
2 = 2 pole, 10 A																
3 = 3 pole, 10 A																
4 = 4 pole, 7 A																
Coil version																
8 = AC (50/60 Hz)																
9 = DC																
Coil voltage																
See coil specifications																

A: Contact material
 0 = AgNi Standard
 2 = AgCdO
 5 = AgNi + Au (5 µm)

B: Contact circuit
 0 = CO (nPDT)

D: Special versions
 0 = Standard

C: Options
 5 = Standard DC: green LED + diode (polarity +A1)
 6 = Standard AC: green LED + Varistor

Selecting features and options: only combinations in the same row are possible.
 Preferred selections for best availability are shown in **bold**.

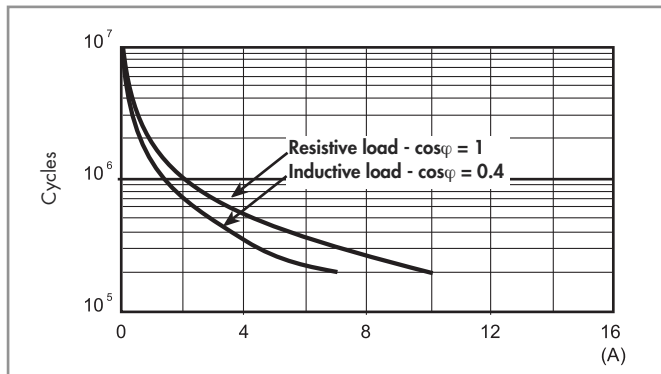
Type	Coil version	A	B	C	D
58.32/33/34	AC	0 - 2 - 5	0	6	0
58.32/33/34	DC	0 - 2 - 5	0	5	0

Technical data

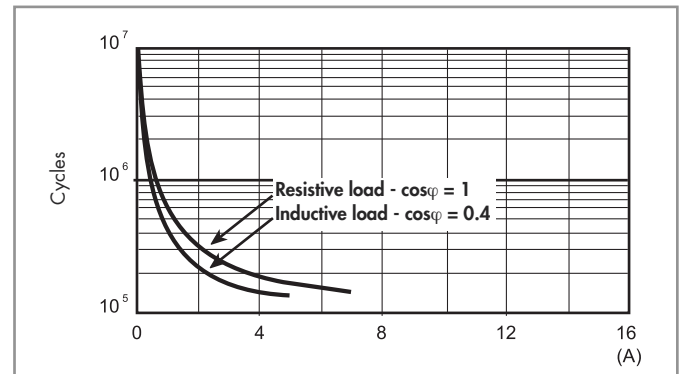
Insulation				
Insulation according to EN 61810-1	insulation rated voltage	V	400 (2-3 pole)	250 (4 pole)
	rated impulse withstand voltage	kV	3.6 (2-3 pole)	2.5 (4 pole)
	pollution degree		2	2
	overvoltage category		III	II
Insulation between coil and contacts (1.2/50 µs)		kV	3.6	
Dielectric strength between open contacts		V AC	1,000	
Dielectric strength between adjacent contacts		V AC	2,000 (58.32,58.33)	1,550 (58.34)
Conducted disturbance immunity				
Burst (5...50)ns, 5 kHz, on A1 - A2			EN 61000-4-4	level 4 (4 kV)
Surge (1.2/50 µs) on A1 - A2 (differential mode)			EN 61000-4-5	level 4 (4 kV)
Other data				
Bounce time: NO/NC		ms	1/4	
Vibration resistance (10...55)Hz: NO/NC		g	6/6	
Power lost to the environment	without contact current	W	1	
	with rated current	W	3 (58.32, 58.34)	4 (58.33)
Wire strip length		mm	8	
 Screw torque		Nm	0.5	
Max. wire size			solid cable	stranded cable
		mm²	1x6 / 2x2.5	1x4 / 2x2.5
		AWG	1x10 / 2x14	1x12 / 2x14

Contact specification

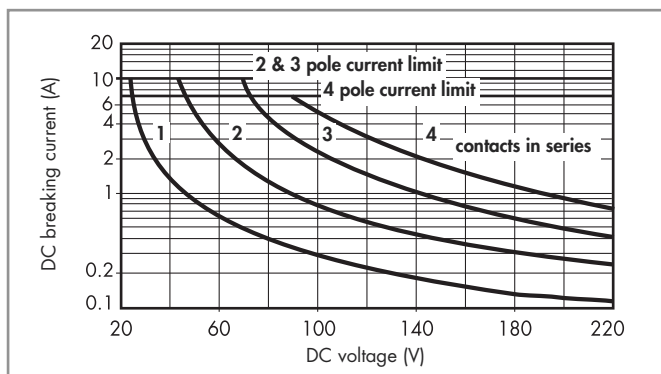
F 58 - Electrical life (AC) v contact current
2 & 3 pole relays



F 58 - Electrical life (AC) v contact current
4 pole relay



H 58 - Maximum DC1 breaking capacity



- When switching a resistive load (DC1) having voltage and current values under the curve, an electrical life of $\geq 100 \cdot 10^3$ can be expected.
- In the case of DC13 loads, the connection of a diode in parallel with the load will permit a similar electrical life as for a DC1 load.
Note: the release time for the load will be increased.

Coil specifications

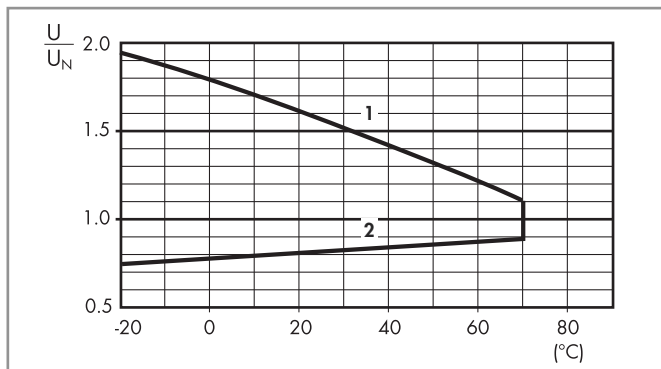
DC coil data

Nominal voltage U_N V	Coil code	Operating range		Resistance R Ω	Rated coil absorption I at U_N mA
		U_{min} V	U_{max} V		
12	9.012	9.6	13.2	140	86
24	9.024	19.2	26.4	600	40
48	9.048	38.4	52.8	2,400	20
125	9.125	100	138	17,300	7.2

AC coil data

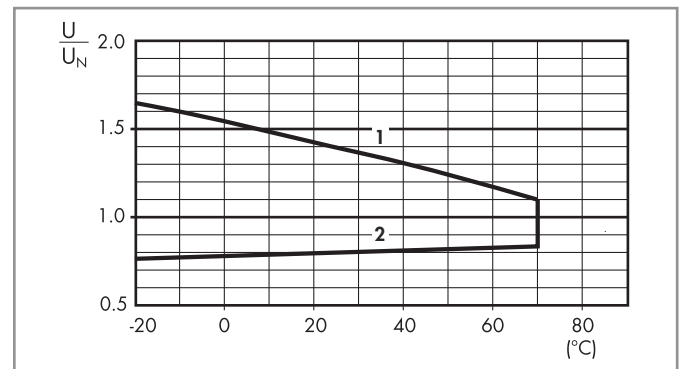
Nominal voltage U_N V	Coil code	Operating range		Resistance R Ω	Rated coil absorption I at U_N (50Hz) mA
		U_{min} V	U_{max} V		
12	8.012	9.6	13.2	50	97
24	8.024	19.2	26.4	190	53
48	8.048	38.4	52.8	770	25
110	8.110	88	121	4,000	12.5
120	8.120	96	132	4,700	12
230	8.230	184	253	17,000	6

R 58 - DC coil operating range v ambient temperature



- 1 - Max. permitted coil voltage.
2 - Min. pick-up voltage with coil at ambient temperature.

R 58 - AC coil operating range v ambient temperature



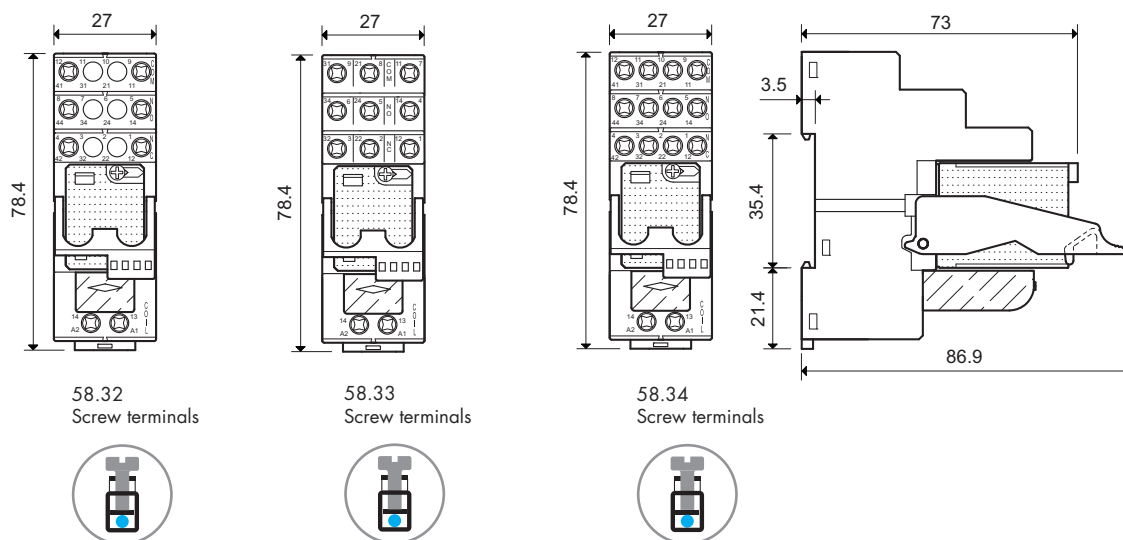
- 1 - Max. permitted coil voltage.
2 - Min. pick-up voltage with coil at ambient temperature.

Combinations

Certain relay/socket combinations

Code	Type of socket	Type of relay	Module	Retaining clip
58.32	94.02	55.32	99.02	094.91.3
58.33	94.03	55.33	99.02	094.91.3
58.34	94.04	55.34	99.02	094.91.3

Outline drawing

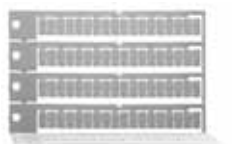
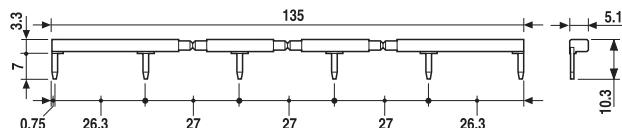


Accessories



094.06

6-way jumper link	094.06 (blue)	094.06.0 (black)
Rated values	10 A - 250 V	



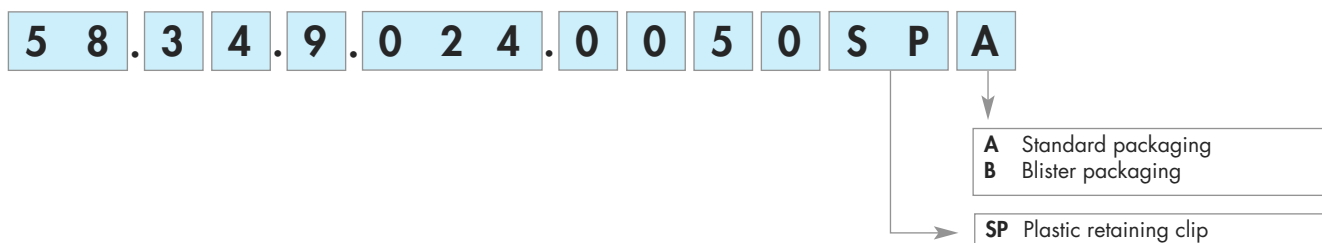
060.72

Sheet of marker tags, plastic, 72 tags, 6x12 mm	060.72
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Packaging codes

How to code and identify retaining clip and packaging options for sockets.

Example:



circuit breaker 3VA5 UL frame 125 breaking capacity class H 65kA @ 480V 3-pole, line protection TM210, FTFM, $I_n=80A$ overload protection $I_r=80A$ fixed short-circuit protection $I_i=10 \times I_n$ without connection



Model	
Product brand name	SETRON
Product designation	Molded-case circuit breaker
Product designation / according to UL file	HEAS
Product version	System protection
Design of the load switch / acc. to UL 489 / Heating, Air Conditioning, and Refrigeration circuit breaker (HACR Type)	Yes
Design of the overcurrent release	TM210
protection function of the overcurrent release	LI
Number of poles	3
General technical data	
Rated insulation voltage U_i	800 V
Max. rated operational voltage U_e with AC 50/60Hz	690 V
Max. rated operational voltage U_e with DC	500 V
Power loss [W] / maximum	17.7 W
Active power loss / for rated value of the current / at AC / in hot operating state / per pole	5.9 W
Mechanical service life (switching cycles) / typical	15 000

Electrical endurance (switching cycles) / at AC-1 / at 380/415 V 50/60 Hz	8 000
Electrical endurance (switching cycles) / at AC-1 / at 690 V 50/60 Hz	4 000
Electrical endurance (switching cycles) / at 480 V / at 50/60 Hz	8 000
Electrical endurance (switching cycles) / at 600 V / at 50/60 Hz	4 000
Neutral conductors / upgradeable/retrofitable	No
Ground fault monitoring version	Without
Product function	
• communication function	No
• other measurement function	No

Current

Marking / acc. to UL 489 / 100%-rated breaker	No
Max. rated operational current of the frame size	125 A
Rated continuous current I _u	80 A
Operating current	
• at 40 °C	80 A
• at 45 °C	78.4 A
• at 50 °C	76.9 A
• at 55 °C	75.5 A
• at 60 °C	74.1 A
• at 65 °C	72.7 A
• at 70 °C	71.4 A

Switching capacity according to IEC 60947

Switching capacity class of the circuit breaker	H
Maximum short-circuit current breaking capacity (I _{cu})	
• at 240 V	150 kA
• at 415 V	70 kA
• at 690 V	10 kA
Operational short-circuit current breaking capacity (I _{cs})	
• at 240 V	100 kA
• at 415 V	70 kA
• at 690 V	5 kA
Short-circuit current making capacity (I _{cm})	
• at 240 V	330 kA
• at 415 V	154 kA
• at 690 V	17 kA
Design of short-circuit protection	For switching power values in DC networks, see the 3VA molded case circuit breaker device manual; link to be found under Service & Support in the last chapter

Switching capacity according to UL 489	
Breaking capacity current	
• at 240 V	100 kA
• at 480 V	65 kA
• at 600 Y/347 V	25 kA
Adjustable parameters	
Adjustable response value current / Ig min.	80 A
Adjustable response value current / Ig min.	80 A
Adjustable response value current / li min.	800 A
Adjustable response value current / li max.	800 A
Ground fault protection / tripping switchable / I2t=ON/OFF	No
Mechanical Design	
Height [in]	5.5 in
Height	140 mm
Width [in]	3 in
Width	76.2 mm
Depth [in]	3 in
Depth	76.5 mm
Connections	
Arrangement of electrical connectors / for main current circuit	Without connection
Type of electrical connection / for main current circuit	Without
Auxiliary circuit	
Number of CO contacts / for auxiliary contacts	0
Accessories	
Product extension / optional / motor drive	Yes
Environmental conditions	
Protection class IP / on the front	IP40
Ambient temperature	
• during operation / minimum	-25 °C
• during operation / maximum	70 °C
• during storage / minimum	-40 °C
• during storage / maximum	80 °C
Certificates	
Reference code / acc. to DIN EN 81346-2	Q
Certificate of suitability / as approval for NAVAL (no combat vessels) / Supplement SB	No

General Product Approval					EMC
 CSA	 UL	 UL	 VDE	 EAC	 RCM

Declaration of Conformity	Test Certificates	Shipping Approval	other
 EG-Konf.	Miscellaneous Special Test Certificate	 ABS  LRS	Miscellaneous

Further information

Information- and Downloadcenter (Catalogs, Brochures,...)

<http://www.siemens.com/lowvoltage/catalogs>

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=3VA5180-6ED31-0AA0>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

<https://support.industry.siemens.com/cs/ww/en/ps/3VA5180-6ED31-0AA0>

Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, ...)

http://www.automation.siemens.com/bilddb/cax_en.aspx?mlfb=3VA5180-6ED31-0AA0

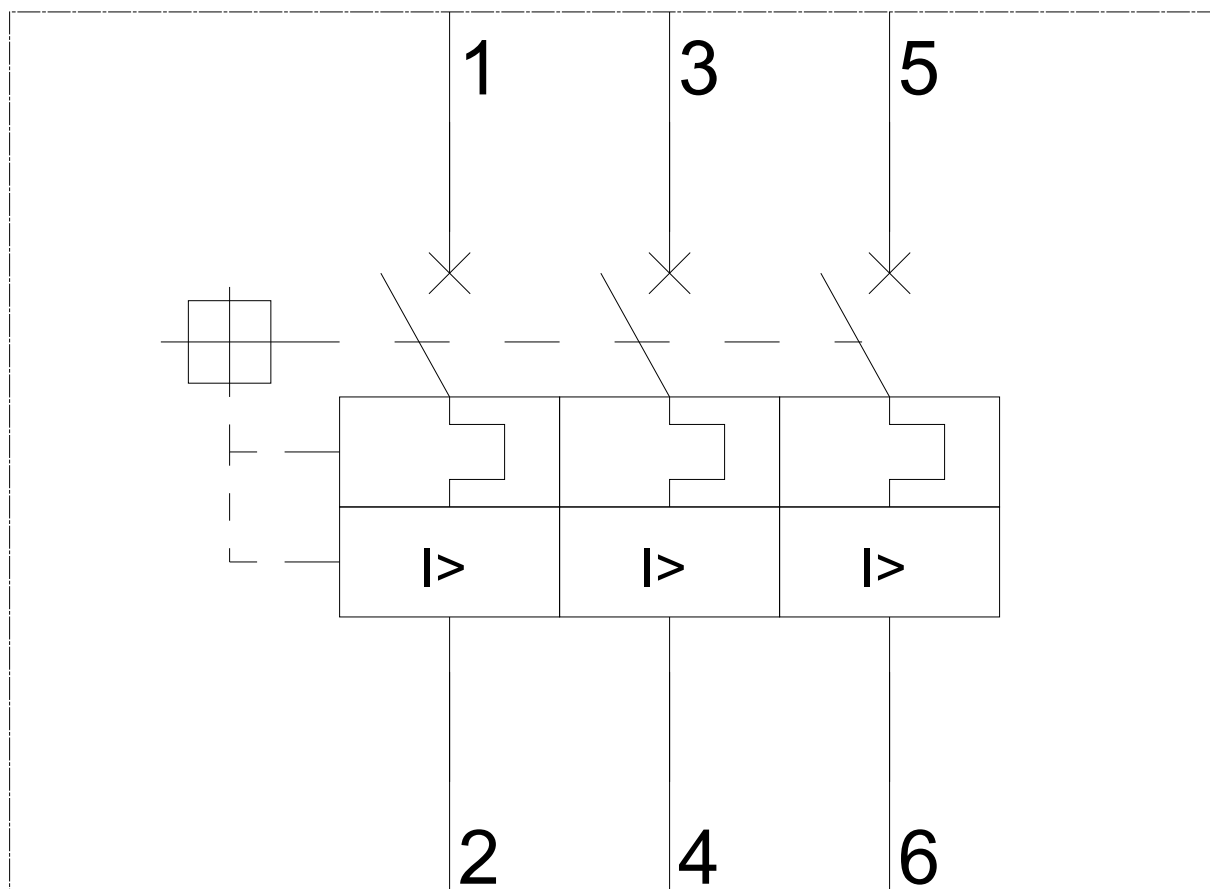
CAX-Online-Generator

<http://www.siemens.com/cax>

Tender specifications

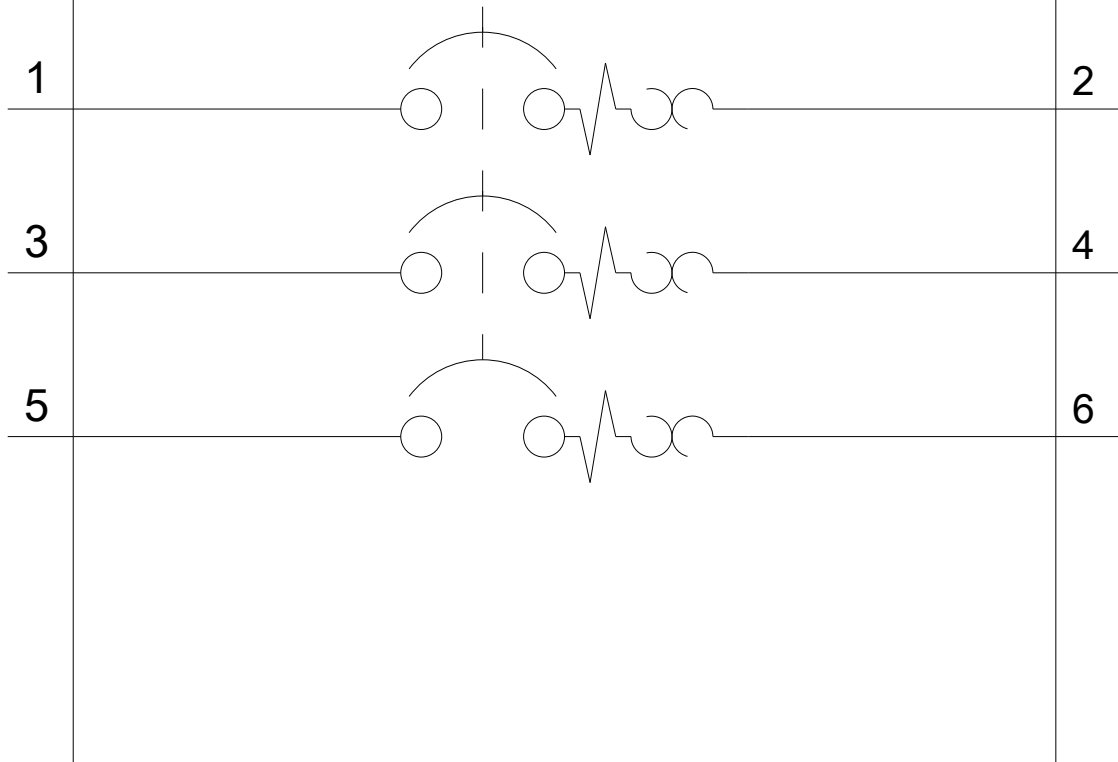
<http://www.siemens.com/specifications>

-Q



-CB

SIEMENS



last modified:

08/25/2020 



Catalog

Softstarters Type PSTX and PSTB

PSTX85-600-70



Softstarters type PSTX

PSTX - The advanced range	
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PSTX – The advanced range

Introduction



The PSTX combines many years of research and product development with extensive knowledge of application specific requirements and needs. It is our latest advancement in motor control and protection and adds new functionality and increased reliability.

- Three-phase controlled
- Operational voltage: 208 – 690 VAC
- Wide rated control supply voltage: 100 – 250 V, 50/60 Hz
- PSTX rated operational current: 30 to 370 A (inside-delta: 640 A)
- Both in-line and inside-delta connection
- Coated circuit boards protecting from dust, moist and corrosive atmosphere
- Detachable keypad rated IP66 (Type 1, 4X,12)
- Graphical display with 15 languages for easy setup and operation
- Built-in bypass for energy saving and easy installation
- Built-in Modbus RTU for monitoring and control
- Support for all major communication protocols
- Analog output for measurement of current, voltage, power factor etc.

Secure motor Reliability

Complete motor protection

The PSTX offers complete motor protection in only one unit and is able to handle both load and network irregularities. PT-100, earth fault protection and over/under voltage protection along with many other functions keep your motor safer than ever.

Three types of current limit

PSTX offers three types of current limit: standard, dual and ramp. This gives you full control of your motor during start. It also allows you to use your motor in weaker networks.

Improve installation Efficiency

Built-in bypass saves time and energy

When reaching full speed, the PSTX will activate its bypass. This saves energy while reducing the softstarter's heat generation. On the PSTX, the bypass is built in and verified by ABB, saving you time during installation and space in your panel.

Easy-to-use and detachable keypad

A user-friendly and clear display saves you time and resources during both setup and operation. The detachable keypad is standard on all PSTX softstarters.

Increase application Productivity

Complete control of pumps

Time to use your processes to their full potential. The PSTX features many application enhancing features, including torque control: the most efficient way to start and stop pumps. The pump cleaning feature can reverse pump flow and clean out pipes, securing uptime of your pump system.

Jog with slow speed

The slow speed forward and backward jog feature will make you more flexible when operating e.g. conveyor belts and cranes. The PSTX provides positioning capabilities, letting you take control of your process.

PSTX – The advanced range

Introduction



Keyhole mounting for quick installation

The PSTX is simple and quick to install using keyhole mounting, saving you valuable time during the installation.

A compact motor starting solution

When your application reaches full speed, a bypass will reduce the softstarter's energy consumption. It also reduces heat generation which means you can save money by reducing the need of added cooling equipment. On the PSTX, the bypass is built in and verified by ABB.

Clear markings on the front

With the PSTX, you do not need a manual to handle control circuit connections. With the self-explanatory markings on the front you can verify that the connections are done right. And with basic data on the front, identification is simple without having to take the product down.

Customizable

The PSTX has 15 pre-installed languages along with options to customize your own specific home screens (up to seven different). You can use your customized home screens to show status information important to your process – and hide information that is not.



Easy to learn

A large graphical display along with built-in assistants make learning how to handle the PSTX fun and simple. The interface resembles other interfaces from ABB which will streamline and help with training of field personnel.

Detachable

The PSTX comes with a detachable keypad as standard. It can be placed on your panel door, meaning you do not have to interrupt your process in order to read status information or to change settings.

PSTX – The advanced range

Overview



PSTX30 ... PSTX105



PSTX142 ... PSTX170

Normal start In-line connected	Softstarter, type									
	PSTX30	PSTX37	PSTX45	PSTX60	PSTX72	PSTX85	PSTX105	PSTX142	PSTX170	
	(400 V) kW	15	18.5	22	30	37	45	55	75	90
	IEC, max. A	30	37	45	60	72	85	106	143	171
	(440-480 V) hp	20	25	30	40	50	60	75	100	125
UL, max FLA	28	34	42	60	68	80	104	130	169	
400 V, 40 °C										
Using MCCB only, type 1 coordination will be achieved.	MCCB (50 kA), type									
	T2S160						T3S250		T4S250	
To achieve a type 2 coordination, semi-conductor fuses must be used.	Semiconductor fuses (65kA), Bussmann type									
	170M1567	170M1568	170M1569			170M1571	170M1572	170M3819	170M5810	170M5812
Suitable switch fuse for recommended semi-conductor fuses.	Switch fuse, type									
	OS32GD03P	OS63GD03P				OS125GD03P		OS250D03P	OS400D03P	
The line contactor is not required for the softstarter itself but is often used to open if OL trips	Line contactor, type									
	AF30	AF38	AF52	AF65	AF80	AF96	AF116	AF140	AF190	
Overload protection is used to protect the motor from over heating	Electronic overload relay									
	Built-in									
The bypass component will reduce the power loss of the softstarter at full speed.	Bypass component, type									
	Built-in									

The table above is an overview of possible combinations of devices.
Complete coordination tables are available at www.abb.com/lowvoltage

PSTX – The advanced range

Overview



PSTX210 ... PSTX370



PSTB470



PSTB570 ... PSTB1050

Normal start In-line connected

(400 V) kW
IEC, max. A
(440-480 V) hp
UL, max FLA

Softstarter, type

PSTX210	PSTX250	PSTX300	PSTX370	PSTB470	PSTB570	PSTB720	PSTB840	PSTB1050
110	132	160	200	250	315	400	450	560
210	250	300	370	470	570	720	840	1050
150	200	250	300	400	500	600	700	900
192	248	302	361	480	590	720	840	1062

400 V, 40 °C

Using MCCB only, type 1 coordination will be achieved.

MCCB (50 kA), type

T4S250	T5S400	T5S630	T6S630	T6S800	T7S1250	T7S1600
--------	--------	--------	--------	--------	---------	---------

To achieve a type 2 coordination, semi-conductor fuses must be used.

Semiconductor fuses (65kA), Bussmann type

170M5812	170M5813	170M6812	170M6813	170M8554	170M6018	170M6020 ²⁾
----------	----------	----------	----------	----------	----------	------------------------

Suitable switch fuse for recommended semi-conductor fuses.

Switch fuse, type

OS400D03P	OS630D03P	OS800D03P	¹⁾
-----------	-----------	-----------	---------------

The line contactor is not required for the softstarter itself but is often used to open if OL trips

Line contactor, type

AF205	AF265	AF305	AF370	AF460	AF580	AF750	AF1350	AF1650
-------	-------	-------	-------	-------	-------	-------	--------	--------

Overload protection is used to protect the motor from over heating

Electronic overload relay, type

Built-in

The bypass component will reduce the power loss of the softstarter at full speed.

Bypass component, type

Built-in

¹⁾ Switch fuse not available. Use Bussmann fuse base 170H3004

²⁾ PSTB1050-690-70 has 170M6019

PSTX30 ... PSTB1050 – The advanced range

Normal starts, class 10, in-line, ordering details



PSTX30 ... PSTX105



PSTX142 ... PSTX170



PSTX210 ... PSTX370



PSTB470



PSTB570 ... PSTX1050

Description

Selection table for normal start. Typical applications:

- Bow thruster
- Centrifugal pump
- Compressor
- Conveyor belt (short)
- Elevator
- Escalator

If more than 10 starts/h, select one size larger than the standard selection. For a more precise selection, use the softstarter selection tool available at www.abb.com/lowvoltage.

Rated operational voltage U_e , 208-600 V

Rated control supply voltage U_s , 100-250 V AC, 50/60 Hz

IEC				UL/CSA					Type	Order code	Weight (1 pce)	
Rated operational power				Rated operational power								
400 V	500 V	690 V	current	200 / 208 V	220 / 240 V	440 / 480 V	550 / 600 V	current				
P _e kW	P _e kW	P _e kW	I _e A	P _e hp	P _e hp	P _e hp	P _e hp	FLA A				
15	18.5	-	30	7.5	10	20	25	28	PSTX30-600-70	1SFA898103R7000	6.10	(13.45)
18.5	22	-	37	10	10	25	30	34	PSTX37-600-70	1SFA898104R7000	6.10	(13.45)
22	25	-	45	10	15	30	40	42	PSTX45-600-70	1SFA898105R7000	6.10	(13.45)
30	37	-	60	20	20	40	50	60	PSTX60-600-70	1SFA898106R7000	6.10	(13.45)
37	45	-	72	20	25	50	60	68	PSTX72-600-70	1SFA898107R7000	6.10	(13.45)
45	55	-	85	25	30	60	75	80	PSTX85-600-70	1SFA898108R7000	6.10	(13.45)
55	75	-	106	30	40	75	100	104	PSTX105-600-70	1SFA898109R7000	6.10	(13.45)
75	90	-	143	40	50	100	125	130	PSTX142-600-70	1SFA898110R7000	9.60	(21.16)
90	110	-	171	50	60	125	150	169	PSTX170-600-70	1SFA898111R7000	9.60	(21.16)
110	132	-	210	60	75	150	200	192	PSTX210-600-70	1SFA898112R7000	12.70	(27.99)
132	160	-	250	75	100	200	250	248	PSTX250-600-70	1SFA898113R7000	12.70	(27.99)
160	200	-	300	100	100	250	300	302	PSTX300-600-70	1SFA898114R7000	12.70	(27.99)
200	257	-	370	125	150	300	350	361	PSTX370-600-70	1SFA898115R7000	12.70	(27.99)
250	315	-	470	150	200	400	500	480	PSTB470-600-70	1SFA894016R7000	31.00	(68.34)
315	400	-	570	200	250	500	600	590	PSTB570-600-70	1SFA894017R7000	52.00	(114.64)
400	500	-	720	250	300	600	700	720	PSTB720-600-70	1SFA894018R7000	55.00	(121.25)
450	600	-	840	300	350	700	800	840	PSTB840-600-70	1SFA894019R7000	60.00	(132.28)
560	730	-	1050	400	450	900	1000	1062	PSTB1050-600-70	1SFA894020R7000	60.00	(132.28)

Rated operational voltage U_e , 208-690 V

Rated control supply voltage U_s , 100-250 V AC, 50/60 Hz

15	18.5	25	30	7.5	10	20	25	28	PSTX30-690-70	1SFA898203R7000	6.10	(13.45)
18.5	22	30	37	10	10	25	30	34	PSTX37-690-70	1SFA898204R7000	6.10	(13.45)
22	25	37	44	10	15	30	40	42	PSTX45-690-70	1SFA898205R7000	6.10	(13.45)
30	37	55	60	20	20	40	50	60	PSTX60-690-70	1SFA898206R7000	6.10	(13.45)
37	45	59	72	20	25	50	60	68	PSTX72-690-70	1SFA898207R7000	6.10	(13.45)
45	55	75	85	25	30	60	75	80	PSTX85-690-70	1SFA898208R7000	6.10	(13.45)
55	75	90	106	30	40	75	100	104	PSTX105-690-70	1SFA898209R7000	6.10	(13.45)
75	90	132	143	40	50	100	125	130	PSTX142-690-70	1SFA898210R7000	9.60	(21.16)
90	110	160	171	50	60	125	150	169	PSTX170-690-70	1SFA898211R7000	9.60	(21.16)
110	132	184	210	60	75	150	200	192	PSTX210-690-70	1SFA898212R7000	12.70	(27.99)
132	160	220	250	75	100	200	250	248	PSTX250-690-70	1SFA898213R7000	12.70	(27.99)
160	200	257	300	100	100	250	300	302	PSTX300-690-70	1SFA898214R7000	12.70	(27.99)
200	257	355	370	125	150	300	350	361	PSTX370-690-70	1SFA898215R7000	12.70	(27.99)
250	315	450	470	150	200	400	500	480	PSTB470-690-70	1SFA895016R7000	31.00	(68.34)
315	400	560	570	200	250	500	600	590	PSTB570-690-70	1SFA895017R7000	52.00	(114.64)
400	500	710	720	250	300	600	700	720	PSTB720-690-70	1SFA895018R7000	55.00	(121.25)
450	600	800	840	300	350	700	800	840	PSTB840-690-70	1SFA895019R7000	60.00	(132.28)
560	730	1000	1050	400	450	900	1000	1062	PSTB1050-690-70	1SFA895020R7000	60.00	(132.28)

PSTX30 ... PSTB1050 – The advanced range Heavy-duty, class 30, in-line, ordering details



PSTX30 ... PSTX105



PSTX142 ... PSTX170



PSTX210 ... PSTX370



PSTB470



PSTB570 ... PSTB1050

Description

Selection table for heavy-duty start. Typical applications:

- Centrifugal fan
- Conveyor belt (long)
- Crusher
- Mill
- Mixer
- Stirrer

If more than 10 starts/h, select one size larger than the standard selection. For a more precise selection, use the softstarter selection tool available at www.abb.com/lowvoltage.

Rated operational voltage U_e , 208-600 V

Rated control supply voltage U_s , 100-250 V AC, 50/60 Hz

IEC				UL/CSA				Type	Order code	Weight (1 pce)	
Rated operational power				Rated operational power							
400 V	500 V	690 V	current	200 / 208 V	220 / 240 V	440 / 480 V	550 / 600 V	current			
P_e	P_e	P_e	I_e	P_e	P_e	P_e	P_e	FLA		kg	(lb)
kW	kW	kW	A	hp	hp	hp	hp	A			
11	15	-	22	5	7.5	15	20	25	PSTX30-600-70	1SFA898103R7000	6.10 (13.45)
15	18.5	-	30	7.5	10	20	25	28	PSTX37-600-70	1SFA898104R7000	6.10 (13.45)
18.5	22	-	37	10	10	25	30	34	PSTX45-600-70	1SFA898105R7000	6.10 (13.45)
22	25	-	45	10	15	30	40	42	PSTX60-600-70	1SFA898106R7000	6.10 (13.45)
30	37	-	60	20	20	40	50	60	PSTX72-600-70	1SFA898107R7000	6.10 (13.45)
37	45	-	72	20	25	50	60	68	PSTX85-600-70	1SFA898108R7000	6.10 (13.45)
45	55	-	85	25	30	60	75	80	PSTX105-600-70	1SFA898109R7000	6.10 (13.45)
55	75	-	106	30	40	75	100	104	PSTX142-600-70	1SFA898110R7000	9.60 (21.16)
75	90	-	143	40	50	100	125	130	PSTX170-600-70	1SFA898111R7000	9.60 (21.16)
90	110	-	171	50	60	125	150	169	PSTX210-600-70	1SFA898112R7000	12.70 (27.99)
110	132	-	210	60	75	150	200	192	PSTX250-600-70	1SFA898113R7000	12.70 (27.99)
132	160	-	250	75	100	200	250	248	PSTX300-600-70	1SFA898114R7000	12.70 (27.99)
160	200	-	300	100	100	250	300	302	PSTX370-600-70	1SFA898115R7000	12.70 (27.99)
200	257	-	370	125	150	300	350	361	PSTB470-600-70	1SFA894016R7000	31.00 (68.34)
250	315	-	470	150	200	400	500	480	PSTB570-600-70	1SFA894017R7000	52.00 (114.64)
315	400	-	570	200	250	500	600	590	PSTB720-600-70	1SFA894018R7000	55.00 (121.25)
400	500	-	720	250	300	600	700	720	PSTB840-600-70	1SFA894019R7000	60.00 (132.28)
450	600	-	840	300	350	700	800	840	PSTB1050-600-70	1SFA894020R7000	60.00 (132.28)

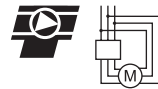
Rated operational voltage U_e , 208-690 V

Rated control supply voltage U_s , 100-250 V AC, 50/60 Hz

11	15	18.5	22	5	7.5	15	20	25	PSTX30-690-70	1SFA898203R7000	6.10 (13.45)
15	18.5	25	30	7.5	10	20	25	28	PSTX37-690-70	1SFA898204R7000	6.10 (13.45)
18.5	22	30	37	10	10	25	30	34	PSTX45-690-70	1SFA898205R7000	6.10 (13.45)
22	25	37	44	10	15	30	40	42	PSTX60-690-70	1SFA898206R7000	6.10 (13.45)
30	37	55	60	20	20	40	50	60	PSTX72-690-70	1SFA898207R7000	6.10 (13.45)
37	45	59	72	20	25	50	60	68	PSTX85-690-70	1SFA898208R7000	6.10 (13.45)
45	55	75	85	25	30	60	75	80	PSTX105-690-70	1SFA898209R7000	6.10 (13.45)
55	75	90	106	30	40	75	100	104	PSTX142-690-70	1SFA898210R7000	9.60 (21.16)
75	90	132	143	40	50	100	125	130	PSTX170-690-70	1SFA898211R7000	9.60 (21.16)
90	110	160	171	50	60	125	150	169	PSTX210-690-70	1SFA898212R7000	12.70 (27.99)
110	132	184	210	60	75	150	200	192	PSTX250-690-70	1SFA898213R7000	12.70 (27.99)
132	160	220	250	75	100	200	250	248	PSTX300-690-70	1SFA898214R7000	12.70 (27.99)
160	200	257	300	100	100	250	300	302	PSTX370-690-70	1SFA898215R7000	12.70 (27.99)
200	257	355	370	125	150	300	350	361	PSTB470-690-70	1SFA895016R7000	31.00 (68.34)
250	315	450	470	150	200	400	500	480	PSTB570-690-70	1SFA895017R7000	52.00 (114.64)
315	400	560	570	200	250	500	600	590	PSTB720-690-70	1SFA895018R7000	55.00 (121.25)
400	500	710	720	250	300	600	700	720	PSTB840-690-70	1SFA895019R7000	60.00 (132.28)
450	600	800	840	300	350	700	800	840	PSTB1050-690-70	1SFA895020R7000	60.00 (132.28)

PSTX30 ... PSTB1050 – The advanced range

Normal starts, class 10, inside delta, ordering details



PSTX30 ... PSTX105



PSTX142 ... PSTX170



PSTX210 ... PSTX370



PSTB470



PSTB570 ... PSTB1050

Description

Selection table for normal start. Typical applications:

- Bow thruster
- Centrifugal pump
- Compressor
- Conveyor belt (short)
- Elevator
- Escalator

If more than 10 starts/h, select one size larger than the standard selection. For a more precise selection, use the softstarter selection tool available at www.abb.com/lowvoltage.

Rated operational voltage U_e , 208-600 V

Rated control supply voltage U_s , 100-250 V AC, 50/60 Hz

IEC				UL/CSA				Type	Order code	Weight (1 pce)	
Rated operational power				Rated operational power							
400 V	500 V	690 V	current	200 / 208 V	220 / 240 V	440 / 480 V	550 / 600 V	current			
P_e kW	P_e kW	P_e kW	I_e A	P_e hp	P_e hp	P_e hp	P_e hp	FLA A		kg	(lb)
25	30	-	52	10	15	30	40	48	PSTX30-600-70	1SFA898103R7000	6.10 (13.45)
30	37	-	64	15	20	40	50	58	PSTX37-600-70	1SFA898104R7000	6.10 (13.45)
37	45	-	76	20	25	50	60	72	PSTX45-600-70	1SFA898105R7000	6.10 (13.45)
55	75	-	105	30	40	75	100	103	PSTX60-600-70	1SFA898106R7000	6.10 (13.45)
59	80	-	124	30	40	75	100	117	PSTX72-600-70	1SFA898107R7000	6.10 (13.45)
75	90	-	147	40	50	100	125	138	PSTX85-600-70	1SFA898108R7000	6.10 (13.45)
90	110	-	181	60	60	150	150	180	PSTX105-600-70	1SFA898109R7000	6.10 (13.45)
132	160	-	245	75	75	150	200	225	PSTX142-600-70	1SFA898110R7000	9.60 (21.16)
160	200	-	300	75	100	200	250	292	PSTX170-600-70	1SFA898111R7000	9.60 (21.16)
184	250	-	360	100	125	250	300	332	PSTX210-600-70	1SFA898112R7000	12.70 (27.99)
220	295	-	430	150	150	350	450	429	PSTX250-600-70	1SFA898113R7000	12.70 (27.99)
257	355	-	515	150	200	450	500	523	PSTX300-600-70	1SFA898114R7000	12.70 (27.99)
355	450	-	640	200	250	500	600	625	PSTX370-600-70	1SFA898115R7000	12.70 (27.99)
450	600	-	814	250	300	600	700	720	PSTB470-600-70	1SFA894016R7000	31.00 (68.34)
540	700	-	987	300	350	700	800	840	PSTB570-600-70	1SFA894017R7000	31.00 (114.64)
710	880	-	1247	400	500	1000	1200	1247	PSTB720-600-70	1SFA894018R7000	52.00 (121.25)
800	1000	-	1455	500	600	1200	1500	1454	PSTB840-600-70	1SFA894019R7000	55.00 (132.28)
1000	1250	-	1810	600	700	1500	1800	1839	PSTB1050-600-70	1SFA894020R7000	60.00 (132.28)

Rated operational voltage U_e , 208-690 V

Rated control supply voltage U_s , 100-250 V AC, 50/60 Hz

25	30	45	52	10	15	30	40	48	PSTX30-690-70	1SFA898203R7000	6.10 (13.45)
30	37	55	64	15	20	40	50	58	PSTX37-690-70	1SFA898204R7000	6.10 (13.45)
37	45	59	76	20	25	50	60	72	PSTX45-690-70	1SFA898205R7000	6.10 (13.45)
55	75	90	105	30	40	75	100	103	PSTX60-690-70	1SFA898206R7000	6.10 (13.45)
59	80	110	124	30	40	75	100	117	PSTX72-690-70	1SFA898207R7000	6.10 (13.45)
75	90	132	147	40	50	100	125	138	PSTX85-690-70	1SFA898208R7000	6.10 (13.45)
90	110	160	181	60	60	150	150	180	PSTX105-690-70	1SFA898209R7000	6.10 (13.45)
132	160	220	245	75	75	150	200	225	PSTX142-690-70	1SFA898210R7000	9.60 (21.16)
160	200	257	300	75	100	200	250	292	PSTX170-690-70	1SFA898211R7000	9.60 (21.16)
184	250	315	360	100	125	250	300	332	PSTX210-690-70	1SFA898212R7000	12.70 (27.99)
220	295	400	430	150	150	350	450	429	PSTX250-690-70	1SFA898213R7000	12.70 (27.99)
257	355	500	515	150	200	450	500	523	PSTX300-690-70	1SFA898214R7000	12.70 (27.99)
355	450	600	640	200	250	500	600	625	PSTX370-690-70	1SFA898215R7000	12.70 (27.99)
450	600	800	814	250	300	600	700	720	PSTB470-690-70	1SFA895016R7000	31.00 (68.34)
540	700	960	987	300	350	700	800	840	PSTB570-690-70	1SFA895017R7000	31.00 (114.64)
710	880	1200	1247	400	500	1000	1200	1247	PSTB720-690-70	1SFA895018R7000	52.00 (121.25)
800	1000	1400	1455	500	600	1200	1500	1454	PSTB840-690-70	1SFA895019R7000	55.00 (132.28)
1000	1250	1700	1810	600	700	1500	1800	1839	PSTB1050-690-70	1SFA895020R7000	60.00 (132.28)

PSTX30 ... PSTB1050 – The advanced range

Heavy-duty, class 30, inside delta, ordering details



PSTX30 ... PSTX105



PSTX142 ... PSTX170



PSTX210 ... PSTX370



PSTB470



PSTB570 ... PSTB1050

Description

Selection table for heavy-duty start. Typical applications:

- Centrifugal fan
- Conveyor belt (long)
- Crusher
- Mill
- Mixer
- Stirrer

If more than 10 starts/h, select one size larger than the standard selection. For a more precise selection, use the softstarter selection tool available at www.abb.com/lowvoltage.

Rated operational voltage U_e , 208-600 V

Rated control supply voltage U_s , 100-250 V AC, 50/60 Hz

IEC				UL/CSA				Type	Order code	Weight		
Rated operational power			current	Rated operational power			current			(1 pce)		
400 V	500 V	690 V		200 / 208 V	220 / 240 V	440 / 480 V					550 / 600 V	
P _e kW	P _e kW	P _e kW	I _e A	P _e hp	P _e hp	P _e hp	P _e hp	FLA A		kg	(lb)	
18.5	25	-	42	7.5	10	25	30	34	PSTX30-600-70	1SFA898103R7000	6.10	(13.45)
25	30	-	52	10	15	30	40	48	PSTX37-600-70	1SFA898104R7000	6.10	(13.45)
30	37	-	64	15	20	40	50	58	PSTX45-600-70	1SFA898105R7000	6.10	(13.45)
37	45	-	76	20	25	50	60	72	PSTX60-600-70	1SFA898106R7000	6.10	(13.45)
55	75	-	105	30	40	75	100	103	PSTX72-600-70	1SFA898107R7000	6.10	(13.45)
59	80	-	124	30	40	75	100	117	PSTX85-600-70	1SFA898108R7000	6.10	(13.45)
75	90	-	147	40	50	100	125	138	PSTX105-600-70	1SFA898109R7000	6.10	(13.45)
90	110	-	181	60	60	150	150	180	PSTX142-600-70	1SFA898110R7000	9.60	(21.16)
132	160	-	245	75	75	150	200	225	PSTX170-600-70	1SFA898111R7000	9.60	(21.16)
160	200	-	300	75	100	200	250	292	PSTX210-600-70	1SFA898112R7000	12.70	(27.99)
184	250	-	360	100	125	250	300	332	PSTX250-600-70	1SFA898113R7000	12.70	(27.99)
220	295	-	430	150	150	350	450	429	PSTX300-600-70	1SFA898114R7000	12.70	(27.99)
257	355	-	515	150	200	450	500	523	PSTX370-600-70	1SFA898115R7000	12.70	(27.99)
355	450	-	640	200	250	500	600	625	PSTB470-600-70	1SFA894016R7000	31.00	(68.34)
450	600	-	814	250	300	600	700	720	PSTB570-600-70	1SFA894017R7000	31.00	(114.64)
540	700	-	987	300	350	700	800	840	PSTB720-600-70	1SFA894018R7000	52.00	(121.25)
710	880	-	1247	400	500	1000	1200	1247	PSTB840-600-70	1SFA894019R7000	55.00	(132.28)
800	1000	-	1455	500	600	1200	1500	1454	PSTB1050-600-70	1SFA894020R7000	60.00	(132.28)

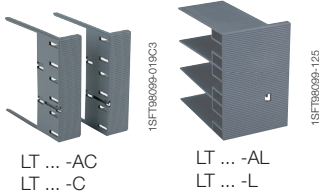
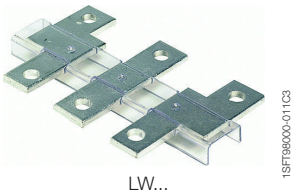
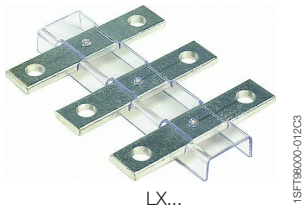
Rated operational voltage U_e , 208-690 V

Rated control supply voltage U_s , 100-250 V AC, 50/60 Hz

18.5	25	37	42	7.5	10	25	30	34	PSTX30-690-70	1SFA898203R7000	6.10 (13.45)
25	30	45	52	10	15	30	40	48	PSTX37-690-70	1SFA898204R7000	6.10 (13.45)
30	37	55	64	15	20	40	50	58	PSTX45-690-70	1SFA898205R7000	6.10 (13.45)
37	45	59	76	20	25	50	60	72	PSTX60-690-70	1SFA898206R7000	6.10 (13.45)
55	75	90	105	30	40	75	100	103	PSTX72-690-70	1SFA898207R7000	6.10 (13.45)
59	80	110	124	30	40	75	100	117	PSTX85-690-70	1SFA898208R7000	6.10 (13.45)
75	90	132	147	40	50	100	125	138	PSTX105-690-70	1SFA898209R7000	6.10 (13.45)
90	110	160	181	60	60	150	150	180	PSTX142-690-70	1SFA898210R7000	9.60 (21.16)
132	160	220	245	75	75	150	200	225	PSTX170-690-70	1SFA898211R7000	9.60 (21.16)
160	200	257	300	75	100	200	250	292	PSTX210-690-70	1SFA898212R7000	12.70 (27.99)
184	250	315	360	100	125	250	300	332	PSTX250-690-70	1SFA898213R7000	12.70 (27.99)
220	295	400	430	150	150	350	450	429	PSTX300-690-70	1SFA898214R7000	12.70 (27.99)
257	355	500	515	150	200	450	500	523	PSTX370-690-70	1SFA898215R7000	12.70 (27.99)
355	450	600	640	200	250	500	600	625	PSTB470-690-70	1SFA895016R7000	31.00 (68.34)
450	600	800	814	250	300	600	700	720	PSTB570-690-70	1SFA895017R7000	31.00 (114.64)
540	700	960	987	300	350	700	800	840	PSTB720-690-70	1SFA895018R7000	52.00 (121.25)
710	880	1200	1247	400	500	1000	1200	1247	PSTB840-690-70	1SFA895019R7000	55.00 (132.28)
800	1000	1400	1455	500	600	1200	1500	1454	PSTB1050-690-70	1SFA895020R7000	60.00 (132.28)

PSTX – The advanced range

Accessories



For softstarter type	Wire range	Tightening torque max.	Type	Order code	Pkg qty	Weight (1 pce)
	mm ²	Nm				kg (lb)

Cable connectors for Cu cables

PSTX142 ... PSTX170	6-120	8	-	1SDA066917R1	3	0.113 (0.249)
PSTX142 ... PSTX170	2 x (50-95)	16	LZ185-2C/120	1SFN074709R1000	3	0.300 (0.661)
PSTX210 ... PSTX370	16-240	25	-	1SDA055016R1	3	0.133 (0.293)
PSTX210 ... PSTX370	2 x (70-185)	22	OZXB4	1SCA022194R0890	3	0.570 (1.257)
PSTB470	2 x (120-240)	35	-	1SDA013922R1	3	0.570 (1.257)
PSTB570 ... PSTB1050	3 x (70-185)	45	-	1SDA013956R1	3	0.570 (1.257)

Cable connectors for Al cables

PSTX142 ... PSTX170	95-185	31	-	1SDA054988R1	3	0.078 (0.172)
PSTX210 ... PSTX370	185-240	43	-	1SDA055020R1	3	0.133 (0.293)
PSTB470 ... PSTX1050	3 x (70-185)	43	-	1SDA023384R0001	3	0.265 (0.584)
PSTB470 ... PSTX1050	2 x (120-240)	31	-	1SDA023380R0001	3	0.110 (0.243)

For softstarter type	Dimensions hole ø	bar	Type	Order code	Pkg qty	Weight (1 pce)
	mm ²	mm				kg (lb)

Terminal extensions

PSTX142 ... PSTX170	8.5	17.5 x 5	LX205	1SFN074810R1000	1	0.250 (5.551)
PSTX210 ... PSTX370	10.5	20 x 5	LX370	1SFN075110R1000	1	0.350 (0.772)
PSTB470	10.5	25 x 5	LX460	1SFN075710R1000	1	0.500 (1.102)
PSTB570 ... PSTB1050	13	40 x 6	LX750	1SFN076110R1003	1	0.850 (1.874)

Terminal enlargements

PSTX30 ... PSTX105	6.5	15 x 3	LW110	1SFN074307R1000	1	0.100 (0.220)
PSTX142 ... PSTX170	10.5	17.5 x 5	LW205	1SFN074807R1000	1	0.250 (5.551)
PSTX210 ... PSTX370	10.5	20 x 5	LW370	1SFN075407R1000	1	0.450 (0.992)
PSTB470	10.5	25 x 5	LW460	1SFN075707R1000	1	0.730 (1.609)
PSTB570 ... PSTB1050	13	40 x 6	LW750	1SFN076107R1000	1	1.230 (2.712)

For softstarter type	Req. qty	Type	Order code	Pkg qty	Weight (1 pce)
					kg (lb)

Terminal nut washer

PSTB470	6	LE460	1SFN075716R1000	6	0.600 (1.323)
PSTB570 ... PSTB1050	6	LE750	1SFN076116R1000	6	0.750 (1.653)

Terminal shrouds

PSTX142 ... PSTX170, short for use with cable clamps	2	LT205-30C	1SFN124801R1000	2	0.050 (0.110)
PSTX142 ... PSTX170, long for use with compression lugs	2	LT205-30L	1SFN124803R1000	2	0.220 (0.485)
PSTX210 ... PSTX370, short for use with cable clamps	2	LT370-30C	1SFN125401R1000	2	0.035 (0.077)
PSTX210 ... PSTX370, long for use with compression lugs	2	LT370-30L	1SFN125403R1000	2	0.280 (0.617)
PSTX210 ... PSTX370, long and deep for use with extending cable clamps, ATK300/2 and OZXB4	2	LT370-30D	1SFN125406R1000	2	0.150 (0.331)
PSTB470, short for use with cable clamps	2	LT460-AC	1SFN125701R1000	2	0.100 (0.220)
PSTB470, long for use with compression lugs	2	LT460-AL	1SFN125703R1000	2	0.800 (1.764)
PSTB570 ... PSTB1050, short for use with cable clamps	2	LT750-AC	1SFN126101R1000	2	0.120 (0.265)
PSTB570 ... PSTB1050, long for use with compression lugs	2	LT750-AL	1SFN126103R1000	2	0.825 (1.819)

For softstarter type	Type	Order code	Pkg qty	Weight (1 pce)
				kg (lb)

External keypad for PSTB including a 3 m cable

PSTB470 ... PSTB1050	PSTEK	1SFA899003R1000	1	0.400 (0.881)
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Anybus connection accessory

Anybus suitable for PSTX30 ... PSTX370, See page 18

FieldBusPlug connection accessory

PSTX30 ... PSTX370	PS-FBPA	1SFA896312R1002	1	0.060 (0.132)
ABB's FieldBusPlug suitable for all sizes, See catalog 1SFC132005C0201				

I/O module, 24 V DC digital input

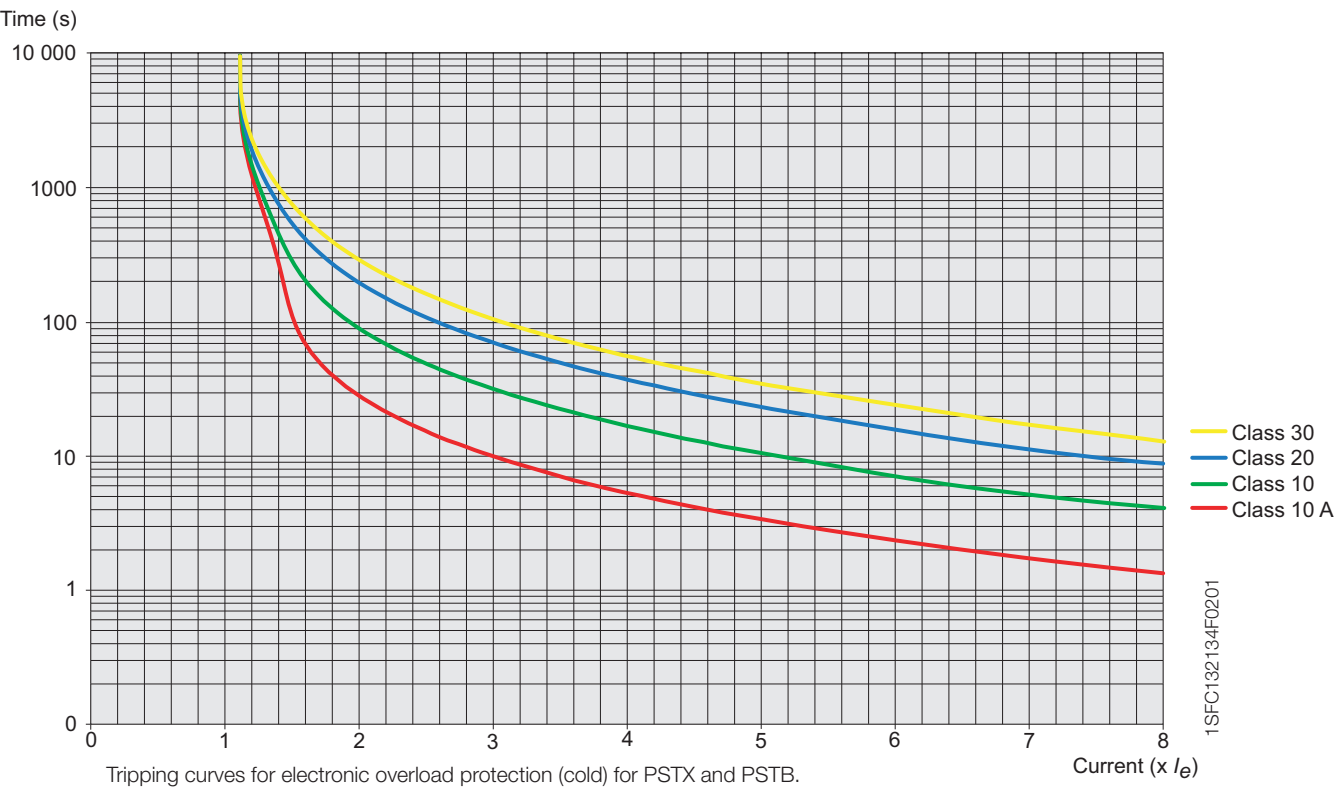
PSTX30 ... PSTX370	DX111-FBP.0	1SAJ611000R0101	1	0.220 (0.485)
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PSTX – The advanced range

Technical data

Tripping curves for the integrated electronic overload protection

All units have an integrated electronic overload protection that can be set to four different tripping classes. Below you find a curve for each tripping class in cold state. These tripping curves are valid for PSTX and PSTB.



PSTX – The advanced range

Technical data

Softstarter types		PSTX30 ... PSTX370	PSTB470 ... PSTB1050
Rated insulation voltage U_i		690V	
Rated operational voltage U_e		208...600 V, 208...690V + 10% / -15%, 50/60Hz $\pm 5\%$	
Rated control supply voltage U_s		100...250 V +10% / -15%, 50/60Hz $\pm 5\%$	
Rated control circuit voltage U_c		Internal or external 24 V DC	
Starting capacity at I_e		4 x I_e for 10 sec.	
Number of starts per hour		10 ¹⁾	
Overload capability	Overload class	10	
	during operation	-25...+60 °C, (-13...+140 F) ²⁾	
Ambient temperature	during storage	-40...+70 °C, (-40...+158 F)	
		+0...+50 °C, (32...+122 F) ²⁾	
Maximum altitude		4000 m (13123 ft) ³⁾	
Degree of protection	main circuit	-	
	Supply and control circuit	IP20	-
Main circuit	Built-in bypass contactor	Yes	
	Cooling system - Fan cooled	Yes (thermostat controlled)	
HMI for settings (Human Machine Interface)	Display	LCD type, graphical	LCD type, full text
	Languages	English, German, Italian, Dutch, Chinese, Finnish, Swedish, French, Spanish, Russian, Portuguese, Turkish, Polish and Czech	
	Keypad	2 selection keys, 4 navigation keys, start key, stop key, info key and remote/local key	
Signal relays	Number of programmable signal relays	3 (each relay can be programmed to be Run, Bypass or Event signal)	
	K4	Default as Run signal	
	K5	Default as Top of Ramp (Bypass) signal	
	K6	Default as Event signal	
	Rated operational voltage, U_e	250 V AC/24 V DC	
	Rated thermal current I_{th}	5 A	
Analog output	Rated operational current I_e at AC-15 ($U_e=250$ V)	1.5 A	
	Output signal reference	0...10 V, 0...20 mA, 4...20 mA	
Control circuit	Type of output signal	1 Amp, U Volt, P kW, P hp, Q kVar, TmpMot, TmpSCR, cosPhi	
	Number of inputs	2 (start, stop)	
Signalling indication LED	Number of additional programmable inputs	2 (Each input can be programmed to be either; Non, Reset, Enable, Jog, Direct on line-On, Start motor 2, Start motor 3 or FieldBus-disable)	
	Power on	Green	
	Run	Green	-
	Fault	Red	
External keypad	Protection	Yellow	
	Detachable keypad	Yes	No
	Display	LCD type, graphical	LCD type, full text
	Ambient temperature		
Start and stop functions	During operation	-25...+60 °C, (-13...+140 F)	+0...+50 °C, (32...+122 F)
	During storage	-40...+70 °C, (-40...+158 F)	-25...+70 °C, (-13...+158 F)
	Degree of protection	IP66 (Type 1, 4X, 12)	
	Soft start with voltage ramp	Yes	Yes
	Soft stop with voltage ramp	Yes	Yes
	Soft start with torque control	Yes	Yes
	Soft stop with torque control	Yes	Yes
	Kick start	Yes	Yes
	Full voltage start	Yes	No
	Sequence start	Yes, 3 different sets of settings	Yes, 3 different sets of settings
	Current limit	Yes	Yes
	Dual current limit	Yes	Yes
	Current ramp	Yes	No
	Torque limit	Yes	Yes
	Motor heating	Yes	No
	Jog with slow speed	Yes	No
	Limp mode with two-phase motor control if one set of thyristors is shorted	Yes	No
Field bus connection	Built-in Modbus RTU	Yes	No
	Connection for Anybus	Yes	No
	Connection for ABB FieldBusPlug	Yes, with adapter	Yes

¹⁾ Valid for 50% on time and 50% off time. If other data is required, contact your sales office.

²⁾ Above 40 °C (104 F) reduce the rated current with 0,8% per °C (0,44% per F).

³⁾ When used at high altitudes above 1000 meters (3281 ft) up to 4000 meters (13123 ft)

you need to derate the rated current using the following formula.

$[\% \text{ of } I_e = 100 - \frac{x-1000}{150}] \times x = \text{actual altitude for the softstarter, } [\% \text{ of } I_e = 100 - \frac{x-3280}{497}] \times x = \text{actual altitude for the softstarter in feet.}$

Softstarter types		PSTX30 ... PSTX370	PSTB470 ... PSTB1050
Protections	Electronic overload protection, EOL	Yes (Class 10A, 10, 20, 30)	Yes (Class 10A, 10, 20, 30)
	Dual overload (separate overload for start and run)	Yes	Yes
	PTC connection	Yes	Yes
	PT-100 connection	Yes	No
	Locked rotor protection	Yes (Level and delay adjustable)	Yes (Level and delay adjustable)
	Current underload protection	Yes (Level and delay adjustable)	Yes (Level and delay adjustable)
	Current imbalance protection	Yes	Yes
	Power factor underload protection	Yes	No
	Under voltage protection	Yes	No
	Over voltage protection	Yes	No
	Voltage imbalance protection	Yes	No
	Earth fault protection / ground fault protection	Yes	No
	High current protection (8 x I _e)	Yes	Yes
	Phase reversal protection	Yes	Yes
	Fieldbus fault	Yes	No
Warnings (pre-warning) and embedded diagnostics	Current underload warning	Yes (level and delay adjustable)	Yes (level and delay adjustable)
	Current imbalance warning	Yes	No
	Voltage imbalance warning	Yes	No
	Thyristor overload warning (SCR)	Yes	Yes
	Electronic overload Time-to-trip	Yes	No
	Electronic overload Time-to-cool	Yes	No
	Over voltage warning	Yes	No
	Under voltage warning	Yes	No
	Power factor underload warning	Yes	No
	Locked rotor warning	Yes	Yes
	Faulty fans	Yes	No
	THD(U) - Total Harmonic Distortion	Yes	No
	Counted number of start sequences	Yes	No
	Motor runtime measurement	Yes	No
	Thyristor runtime measurement	Yes	No
	Auto phase sequence detection	Yes	No
External faults detection	Electricity metering	Yes	No
	Voltage sags detection	Yes	No
	Phase loss	Yes	Yes
	Hight current	Yes	No
	Low control supply voltage	Yes	No
	Open circuit motor side	Yes	Yes
Internal faults detection	Faulty connection	Yes	Yes
	Bad network quality	Yes	No
	Thyristor overload	Yes	Yes
	Short circuit	Yes	Yes
	Open circuit thyristor or gate	Yes	No
	Bypass open	Yes	Yes
PTC input	Shunt fault	Yes	No
	Switch off resistance	2825 ohm ± 20%	2825 ohm ± 20%
Other functions	Switch on resistance	1200 ohm ± 20%	1200 ohm ± 20%
	Real time clock	Yes	Yes
	Event log	Yes	Yes
	Keypad password	Yes	Yes

PSTX – The advanced range

Technical data

Fuse ratings and power losses

For softstarter	Recommended ABB's overload protection						
	Type	Current range	Max power loss at rated I _e	Max fuse rating - main circuit ¹⁾²⁾ Bussmann fuses, DIN43 620 (Knife)			Power requirements supply circuit Holding (VA) / Pull-in(VA)
				A	Type	Size	
PSTX							
PSTX30	Integrated	9 - 30	0.8	100	170M1567	000	49/51
PSTX37	Integrated	11.1 - 37	1.2	125	170M1568	000	49/51
PSTX45	Integrated	13.5 - 45	1.8	160	170M1569	000	49/51
PSTX60	Integrated	18 - 60	3.2	160	170M1569	000	49/51
PSTX72	Integrated	21.6 - 72	4.7	250	170M1571	000	49/51
PSTX85	Integrated	22.5 - 85	6.5	315	170M1572	000	49/51
PSTX105	Integrated	31.8 - 106	10	400	170M3819	1*	49/51
PSTX142	Integrated	42.9 - 143	18	500	170M5810	2	49/53
PSTX170	Integrated	51.3 - 171	26	630	170M5812	2	49/53
PSTX210	Integrated	63 - 210	48	630	170M5812	2	56/276
PSTX250	Integrated	75 - 250	68	700	170M5813	2	56/276
PSTX300	Integrated	90 - 300	97	800	170M6812	3	56/276
PSTX370	Integrated	111 - 370	148	900	170M6813	3	56/276
PSTB 600 V							
PSTB470	Integrated	141 - 540	110	900	170M6813	3	20/480
PSTB570	Integrated	171 - 655	105	900	170M6813	3	25/900
PSTB720	Integrated	216 - 828	110	1250	170M8554	3	25/860
PSTB840	Integrated	252 - 966	170	1500	170M6018 ³⁾	3	25/860
PSTB1050	Integrated	315 - 1207	170	1800	170M6020 ³⁾	3	25/860
PSTB 690 V							
PSTB470	Integrated	141 - 540	110	900	170M6813	3	20/480
PSTB570	Integrated	171 - 655	105	900	170M6813	3	25/900
PSTB720	Integrated	216 - 828	110	1250	170M8554	3	25/860
PSTB840	Integrated	252 - 966	170	1500	170M6018 ³⁾	3	25/860
PSTB1050	Integrated	315 - 1207	170	1600	170M6019 ³⁾	3	25/860

¹⁾ For the supply circuit 6 A delayed, for MCB use C characteristics.

²⁾ For inside delta connection the fuses shall be placed inside the delta. Contact ABB for more information.

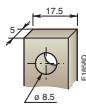
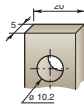
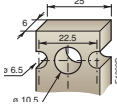
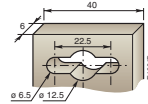
³⁾ DIN43 653

PSTB Integrated bypass ratings

Softstarter	PSTB470	PSTB570	PSTB720	PSTB840	PSTB1050
Integrated contactor	AF300	AF460	AF580	AF750	
AC-3 rating (A)	305	460	580	750	

PSTX – The advanced range

Technical data

Main terminals			PSTX30 ... PSTX105	PSTX142 ... PSTX170	PSTX210 ... PSTX370	PSTB470	PSTB570 ... PSTB1050
							
	Cu cable - flexible	1 x mm ²	10 - 70mm ²	6 - 120 mm ²	16 - 240 mm ²	-	-
	Clamp type		Included	1SDA066917R1	1SDA055016R1	-	-
	Tightening torque		8 Nm	14 Nm	25 Nm	-	-
	Cu cable - flexible	2 x mm ²	6 - 35 mm ²	50 - 95 mm ²	70 - 185 mm ²	-	-
	Clamp type		Included	LZ185-2C/120, 1SFN074709R1000	OZXB4 ¹⁾ , 1SCA022194R0890	-	-
	Tightening torque		8 Nm	14 Nm	22 Nm	-	-
	Cu cable - Stranded	1 x mm ²	10 - 70 mm ²	6 - 150 mm ²	16 - 300 mm ²	-	-
	Clamp type		Included	1SDA066917R1	1SDA055016R1	-	-
	Tightening torque		8 Nm	14 Nm	25 Nm	-	-
	Cu cable - Stranded	2 x mm ²	6 - 35 mm ²	50 - 120 mm ²	70 - 185 mm ²	120 - 240 mm ²	-
	Clamp type		Included	LZ185 - 2C/120, 1SFN074709R1000	OZXB4 ¹⁾ , 1SCA022194R0890	1SDA013922R1	-
	Tightening torque		8 Nm	16 Nm	22 Nm	35 Nm	-
	Cu cable - Stranded	3 x mm ²	-	-	-	-	70 - 185 mm ²
	Clamp type		-	-	-	-	1SDA013956R1
	Tightening torque		-	-	-	-	45 Nm
	Al cable - Stranded	1 x mm ²	-	95 - 185 mm ²	185 - 240 mm ²	-	-
	Clamp type		-	1SDA0549881R1	1SDA055020R1	-	-
	Tightening torque		-	31 Nm	43 Nm	-	-
	Al cable - Stranded	2 x mm ²	-	-	-	120 - 240 mm ²	-
	Clamp type		-	-	-	1SDA023380R0001	-
	Tightening torque		-	-	-	31 Nm	-
	Lugs	Width ≤	-	24 mm (.945 in)	32 mm (1.260 in)	47 mm (1.850 in)	50 mm (1.969 in)
		Diameter =	-	8 mm (.315 in)	10 mm (.394 in)	10 mm (.394 in)	12 mm (.472 in)
		Tightening torque	-	18 Nm / 160 lb.in	28 Nm / 248 lb.in	35 Nm / 310 lb.in	45 Nm / 398 lb.in
Connection capacity acc to UL / CSA 1 x AWG / kcmil			6 - 2/0	6 - 300 kcmil	4 - 400 kcmil	-	-
			Clamp type	Included	ATK185	ATK300	-
			Tightening torque	8 Nm / 71 lb. in.	34 Nm / 300 lb.in.	42 Nm / 375 lb. in.	-
Connection capacity acc to UL / CSA 2 x AWG / kcmil			-	-	4 - 500 kcmil	2/0 - 500 kcmil	2/0 - 500 kcmil
			Clamp type	-	ATK300/2 ²⁾	ATK580/2	ATK580/2
			Tightening torque	-	42 Nm / 375 lb. in.	42 Nm / 375 lb. in.	42 Nm / 375 lb. in.
Connection capacity acc to UL / CSA 3 x AWG / kcmil			-	-	-	-	2/0 - 500 kcmil
			Clamp type	-	-	-	ATK750/3
			Tightening torque	-	-	-	42 Nm / 375 lb.in
Connection capacity acc to UL / CSA 4 x AWG / kcmil			-	-	-	-	-
			Clamp type	-	-	-	-
			Tightening torque	-	-	-	-

¹⁾ Terminal shrouds 1SFN125406R1000 must be used.

²⁾ Terminal shrouds 1SFN125406R1000 can be used.

PSTX - The advanced range

Anybus

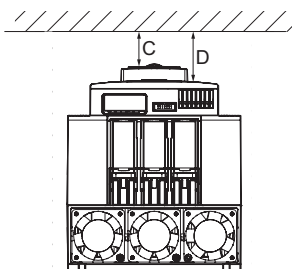
For communication protocol	Type	Order code		Pack Qty	Weight (1 pce)	
					kg	(lb)
Profibus	AB-PROFIBUS-1	1SFA899300R1001		1	0.042	(0.093)
DeviceNet	AB-DEVICENET-1	1SFA899300R1002		1	0.042	(0.093)
Modbus-RTU	AB-MODBUS-RTU-1	1SFA899300R1003		1	0.042	(0.093)
EtherNet/IP (1-port)	AB-ETHERNET-IP-1	1SFA899300R1005		1	0.042	(0.093)
EtherNet/IP (2-port)	AB-ETHERNET-IP-2	1SFA899300R1006		1	0.042	(0.093)
Modbus/TCP (1-port)	AB-MODBUS-TCP-1	1SFA899300R1007		1	0.042	(0.093)
Modbus/TCP (2-port)	AB-MODBUS-TCP-2	1SFA899300R1008		1	0.042	(0.093)



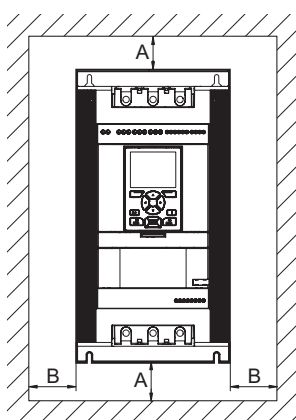
PSTX - The advanced range

Wall mounting instructions

Minimum distance to front



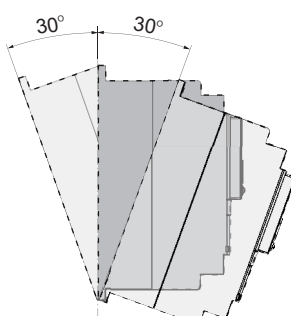
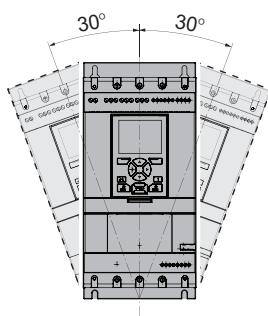
Minimum distance to wall



Dimensions mm (in)

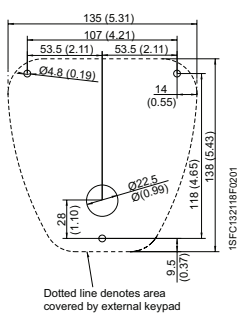
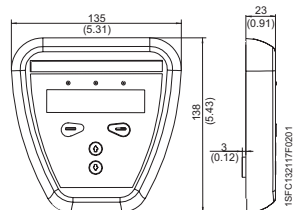
Softstarter, type	A	B	C	D
PSTX				
PSTX30 ... PSTX105	100 (3.937)	10 (0.393)	20 (0.787)	35 (1.378)
PSTX142 ... PSTX170	100 (3.937)	10 (0.393)	20 (0.787)	35 (1.378)
PSTX210 ... PSTX370	100 (3.937)	10 (0.393)	20 (0.787)	35 (1.378)
PSTB				
PSTB470	150 (5.905)	15 (0.590)	20 (0.787)	-
PSTB570 ... PSTB1050	150 (5.905)	15 (0.590)	20 (0.787)	-

Maximum mounting angle



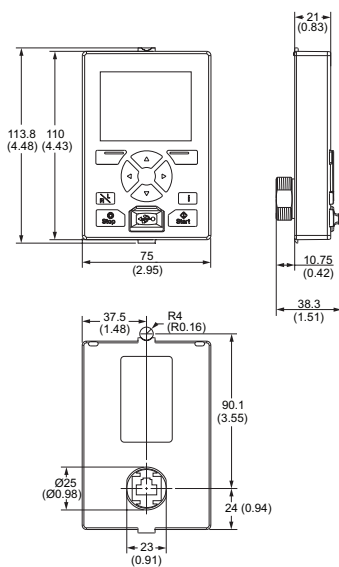
Dimensions

PSTB external keypad (PSTEK)



Dimensions in mm (in)

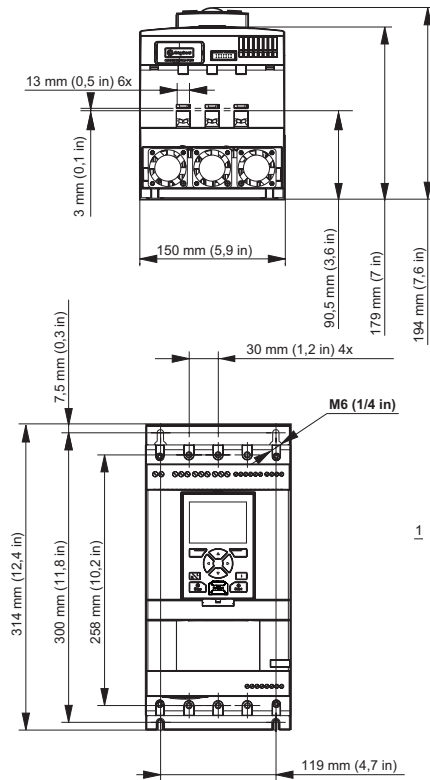
PSTX detachable keypad



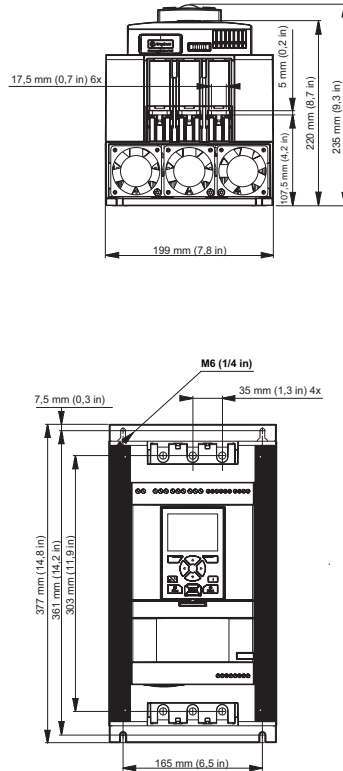
PSTX - The advanced range

Dimensions

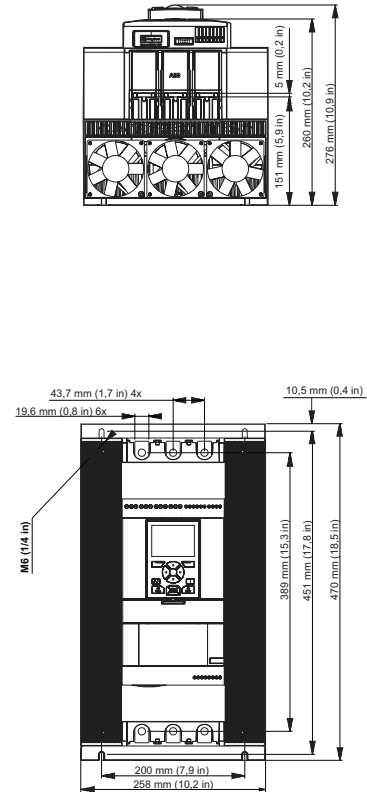
PSTX30 ... PSTX105



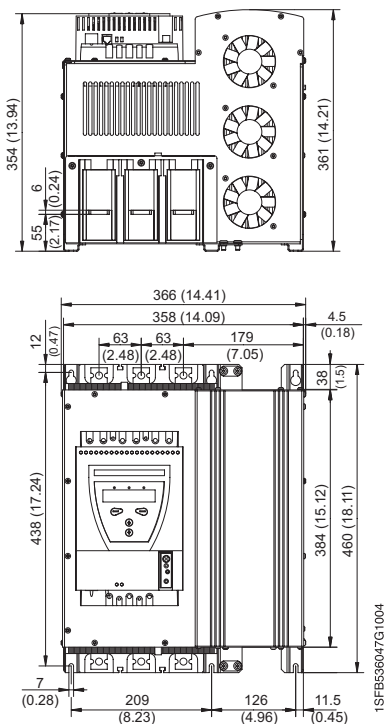
PSTX142 ... PSTX170



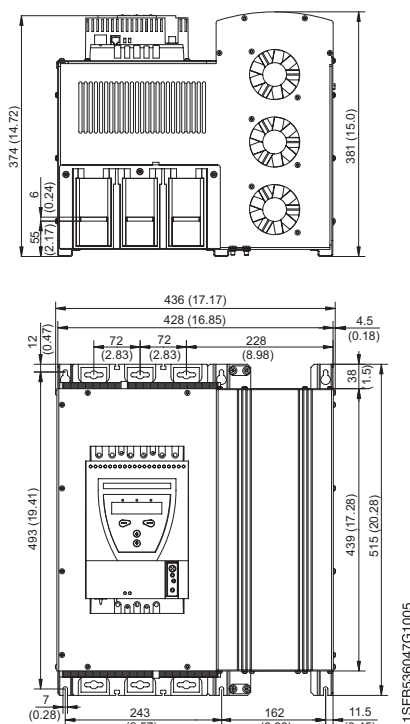
PSTX210 ... PSTX370



PSTB470



PSTB570 ... PSTB1050



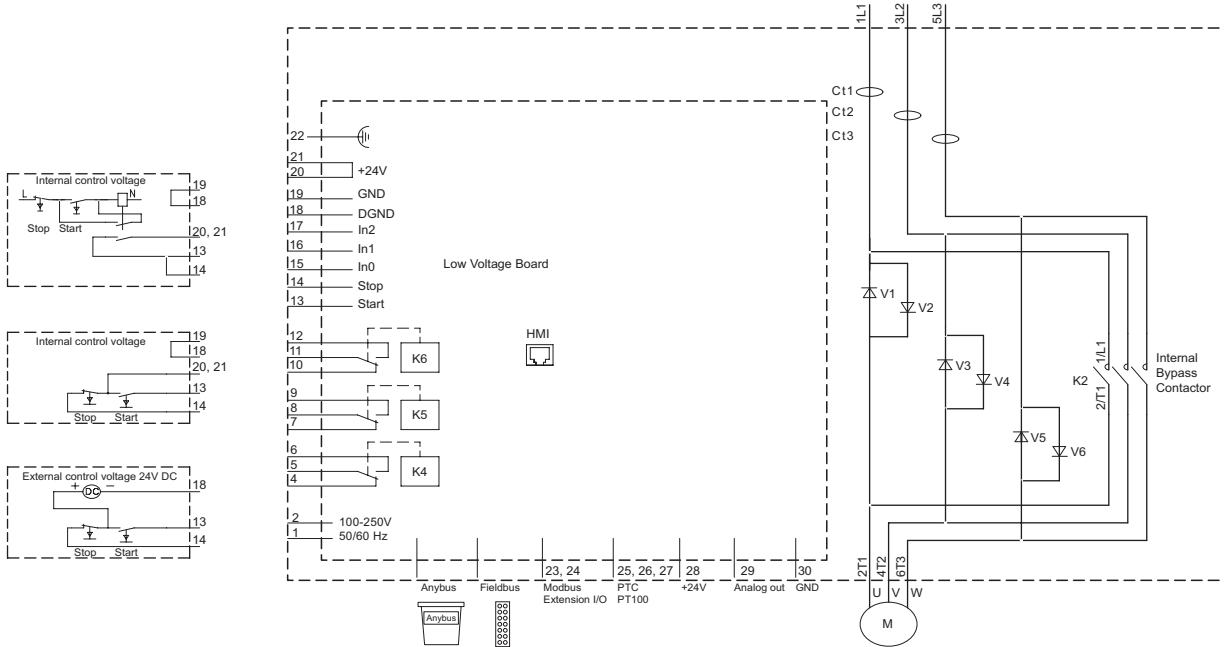
Dimensions in mm (in)

Circuit diagrams PSTX

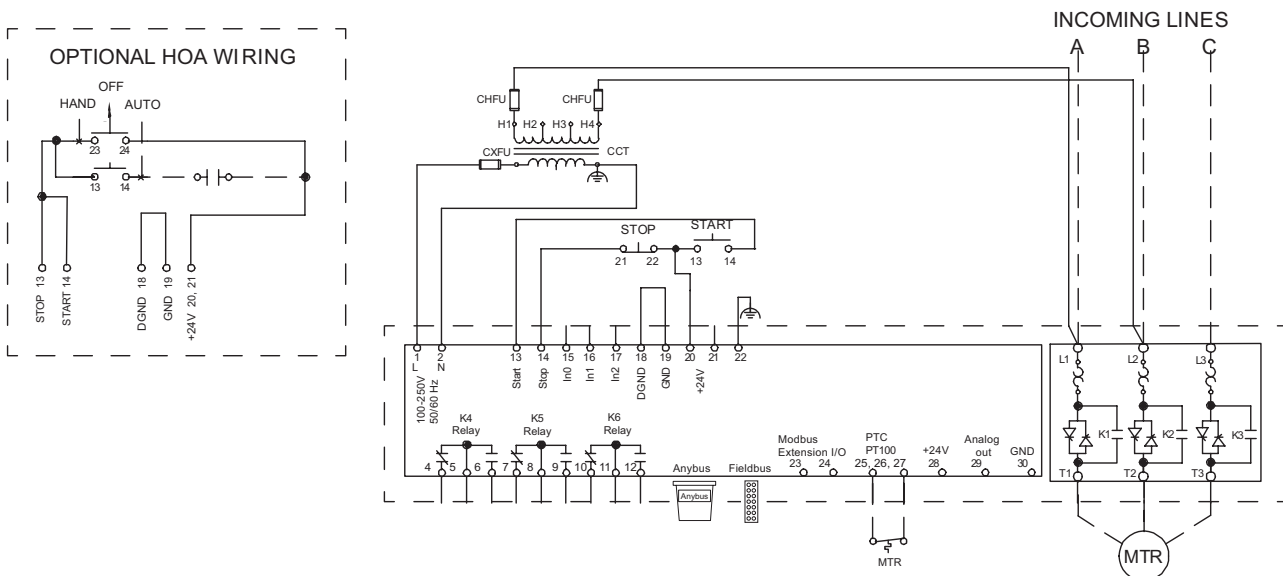


Terminal 22  is a function earth, it is not a protective earth. It shall be connected to the mounting plate.

PSTX30 ... PSTX370 (IEC circuit diagram)



PSTX30 ... PSTX370 (UL circuit diagram)

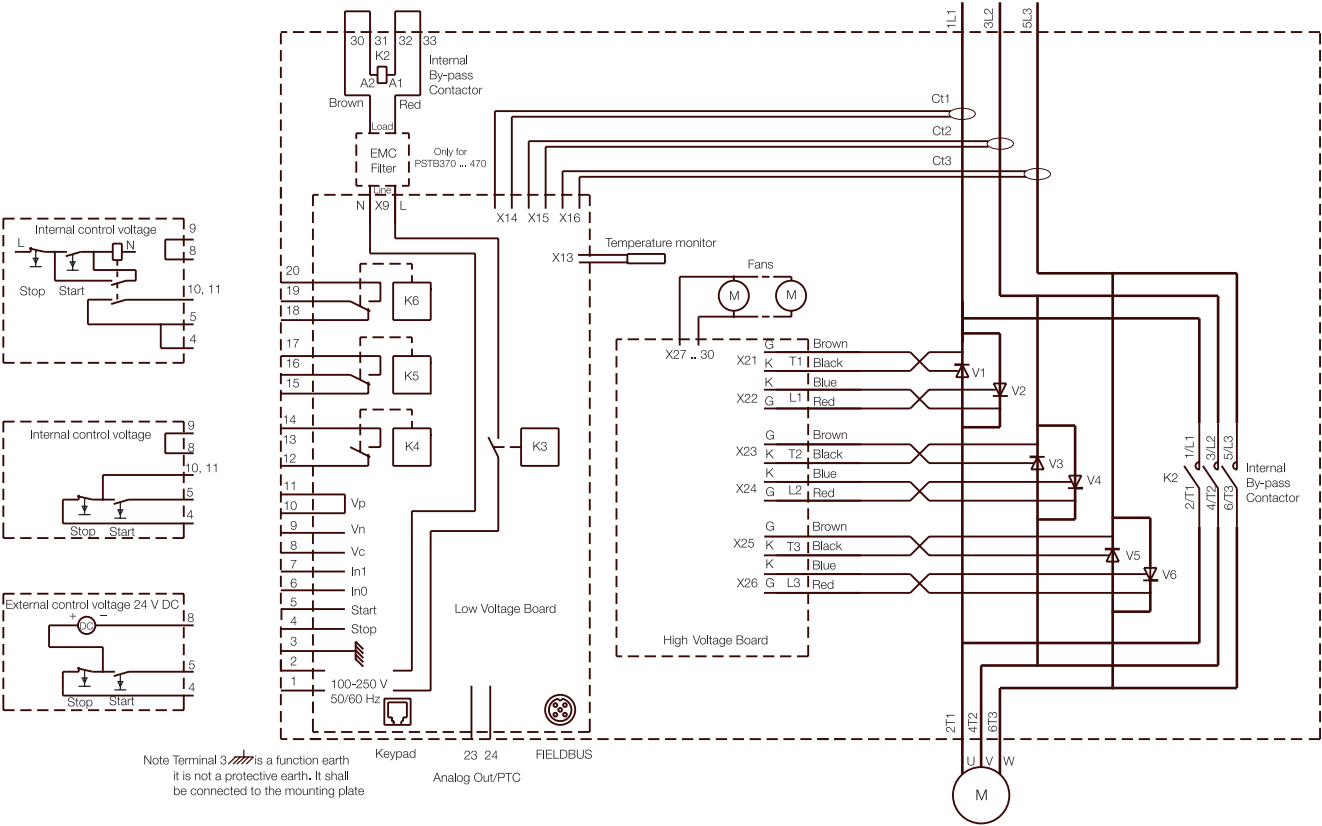


For more circuit diagrams see www.abb.com/lowvoltage.

PSTX - The advanced range

Circuit diagrams PSTB

PSTB470 ... PSTB1050



For more circuit diagrams see www.abb.com/lowvoltage.

PSTX - The advanced range

Certifications and approvals

The table below shows the certifications and approvals for PSTX and PSTB softstarters. For other certifications and/or approvals, please contact ABB, www.abb.com/lowvoltage.

Certifications and approvals

Abbreviation approved in	Certifications						Approval: ship classification societies				
											
	CE EU	cULus Canada USA	CCC China	EAC Russia	ANCE Mexico	C-tick Australia	ABS	GL	Lloyd's Register	DNV	CCS
PSTX30 ... PSTX370	•	•	•	•	•	•	•	Pending	•	Pending	Pending
PSTB470 ... PSTB1050	•	•	•	GOST	•	•	•	•	-	-	-

- Standard design approved, the products bear the certification mark when it is required.

Directives and standards

No. 2006/95/EC	Low voltage equipment
No. 2004/108/EC	Electromagnetic compability
EN 60947-1	Low-Voltage Switchgear and Controlgear - Part 1: General rules
EN 60947-4-2	AC semiconductor motor controllers and starters
UL 508	Industrial Control Equipment
CSA C22.2 No 14	Industrial Control Equipment

Contact us

ABB AB

Control Products

Low Voltage Products

SE-721 61 VÄSTERÅS, Sweden

www.abb.com/lowvoltage

www.abb.com/connecttocontrol

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Quotation Date: 8/4/2020 **Exp Date:** 11/2/2020
Customer: Patterson Pump **Project:** 480/3/60 60 HP RVSS Duplex Controller
QUOTE #: **Conners Rd BPS- Villa Rica**

<u>Device</u>	<u>Options Selected</u>	<u>Qty</u>	<u>Description</u>	<u>MFG</u>	<u>MFG P/N(s)</u>
Constant Speed Starter	460V 60HP	2	480V 60HP Bypass Contactor	Siemens	3RV2041-4RA15 3RT2045-1NB30
Soft-Start Starter	460V 60HP RVSS	2	480V 60HP RVSS with Input Circuit Breaker	ABB Siemens	PSTX85-600-70 3VA5180-6ED31-0AA0
Control Package	PLC Control Basic	1	Siemens S7-1200 1212C PLC, 4MB SD Card, 24VDC Power Supply with CB	Siemens	6ES7212-1HE40-0XB0
Transformer	Transformer-7.5KVA	1	7.5KVA 480:120V with Primary & Secondary CB	Siemens	MT0750G
Pilot Devices	IEC Pilot with ETM	2	22mm PTT Run Light, HOA Selector Switch and Elapsed Time Meter	Siemens Siemens Reddington	52BT6D3A 52SX2CABA1 722-0004
DC Power Supply	1Ø - 5AMP	1	24VDC Single-Phase Power Supply, 5A, with Branch Circuit Breaker Protection	Siemens	6EP1333-1LB00
Alarm Package	Horn	1	Audible Alarm with Silence PB	Edwards Siemens	871P-G1 52PX8A1K
Incoming Line Protection	Phase Monitor	1	Phase Monitor & Surge Arrestor	Siemens Citel	3UG4617-1CR20 M50-480D-B
Enclosure	N12-423612	2	Nema 12 Enclosure	Rittal	8017586
Enclosure	N12-726010	1	Nema 12 Enclosure	Rittal	8018797
Main Disconnect	T4X-250ACB	1	250A Main Circuit Breaker Disconnect with Nema 4X Handle	Siemens	3VA5225-1BB31-0AA0 3VA9277-0GK00 8UD1900-2DA00 8UD1900-2WB00 3VA9477-0GA80 8UD1721-0AC21 8UD1900-2HA00
Additional CB's UL 1077	UL 1077, 1P, 15A	6	UL 1077 MCB 15A 1P	Siemens	5SY4118-7
Additional CB's UL 1077	UL 1077, 2P, 30A	1	UL 1077 MCB 30A 2P	Siemens	5SY4230-7
Additional CB's UL 1077	UL 1077, 2P, 20A	1	UL 1077 MCB 20A 2P	Siemens	5SY4220-7
Additional CB's UL 1077	UL 1077, 3P, 15A	1	UL 1077 MCB 15A 3P	Siemens	5SY4318-7
Additional Pilot Device	Control Relay	8	Remote Contacts	Finder	58.34.9.24.0050
Additional Pilot Device	NEMA Pilot Light	6	30mm PTT Pilot Light	Siemens	52BT6D3A
Additional Pilot Device	NEMA Selector Switch	3	30mm Selector Switch	Siemens	52SX2CABA1
Additional Pilot Device	Timing Relay	2	Time Delay Relay	Siemens	3RP2513-1AW30
Convenience Recept	Convenience Receptacle	1	10A Convenience Outlet	Mencom	GF-NR-32
Transducer	Wika_Pressure Transducer	1	Wika Pressure Transducer 0-300psi	Wika	MH-3
Pressure Switch	Adj Pressure Switch	1	Pressure Switch: 15 to 290 psi Mounted and Wired	Alco	PS1-X4A
Climate Control	Fan & Filter N12	1	Panel Fan + Filter for N12 Enclosure	Rittal	3239110
Warranty	1 year	1	Standard 1 year Warranty		



- Hybrid MOV-GSG Technology
- UL1449 Type 1 LISTED
- 50kA Surge Current Rating per mode
- Extended life with no leakage current
- Visual LED fault indicator and audible alarm
- NEMA 6 (exceeds NEMA 4X or 4)
- Optional Type 2 LISTED with UL1283 Filter
- 10-Year warranty

Electrical Characteristics		
POWER SPD TYPE		UL1449 TYPE 1/2 LISTED
VOLTS	[V]	480
AC/DC/DC PV/RF		AC
PHASE	[PH]	3D
AMPS	[A]	n/a
AMBIENT MIN	[C]	-35
AMBIENT MAX	[C]	+80
MODES		L-L, L-G
VPR	[V]	2500/-/1500/-
MCOV	[V]	560/560/-/-
IN[15 impulses 8/20μs]	[kA]	20.0000
SCCR	[kA]	150
IMAX[8/20μs]	[kA]	50
Mechanical Characteristics		
TECHNOLOGY		MOV-GSG
NETWORK CONFIGURATION		3PH, 3W+G, Delta
CONNECTION METHOD		3/8" #12 AWG LEADS
MOUNTING		BACK MOUNT, THREADED M22 (1/4" NPT ADAPTER)
MATERIAL		Aluminum cast
NEMA RATING (IP RATING)		6 (IP66)
FAIL-SAFE BEHAVIOR		Yes, no upstream over current protection required
REAL-TIME DIAGNOSTICS		LED and audible alarm
DIMENSIONS		See diagram
WEIGHT		2.4 lbs
Standards		
UL STANDARD		UL1449 4th Edition
UL CATEGORY		VZCA
UL FILE NUMBER		E326289
STANDARDS		NOM-003-SCFI-2014, NOM-001-SCFI-1993
ENVIRONMENTAL STANDARDS		ROHS
Part number		
89751714		

Timing relay, electronic ansprechverzögert 1 change-over contact, 1 time range 5...100 s 12-240 V AC/DC at 50/60 Hz AC with LED, Screw terminal



product brand name	SIRIUS
Product designation	timing relay
Design of the product	slow-operating
Product type designation	3RP25

General technical data

Product component	
• Relay output	Yes
• semi-conductor output	No
Product extension required remote control	No
Product extension optional remote control	No
• — insulation voltage for overvoltage category III according to IEC 60664 with degree of pollution 3 rated value	300 V
Test voltage for isolation test	2.5 kV
Degree of pollution	3
Surge voltage resistance rated value	4 000 V
• Protection class IP	IP20
Shock resistance	

• acc. to IEC 60068-2-27	11g / 15 ms
Vibration resistance	
• acc. to IEC 60068-2-6	10 ... 55 Hz / 0.35 mm
Mechanical service life (switching cycles)	
• typical	10 000 000
Electrical endurance (switching cycles)	
• at AC-15 at 230 V typical	100 000
adjustable time	5 ... 100 s
Relative setting accuracy relating to full-scale value	5 %
thermal current	5 A
• recovery time	250 ms
Reference code acc. to DIN EN 81346-2	K
relative repeat accuracy	1 %

Control circuit/ Control

Type of voltage of the control supply voltage	AC/DC
Control supply voltage 1 at AC	
• at 50 Hz	12 ... 240 V
• at 60 Hz	12 ... 240 V
control supply voltage frequency 1	50 ... 60 Hz
Control supply voltage 1	
• at DC	12 ... 240 V
operating range factor control supply voltage rated value at DC	
• initial value	0.8
• full-scale value	1.1
operating range factor control supply voltage rated value at AC at 50 Hz	
• initial value	0.8
• full-scale value	1.1
operating range factor control supply voltage rated value at AC at 60 Hz	
• initial value	0.8
• full-scale value	1.1
Inrush current peak	
• at 24 V	0.4 A
• at 240 V	5 A
Duration of inrush current peak	
• at 24 V	0.3 ms
• at 240 V	0.5 ms

Switching Function

• switching function ON-delay	Yes
-------------------------------	-----

• switching function ON-delay/instantaneous contact	No
• switching function passing make contact	No
• switching function passing make contact/instantaneous contact	No
• Switching function OFF delay	No
Switching function	
• flashing symmetrically starting with interval/instantaneous	No
• flashing symmetrically starting with interval	No
• flashing symmetrically starting with pulse/instantaneous	No
• flashing symmetrically starting with pulse	No
• flashing asymmetrically starting with interval	No
• flashing asymmetrically starting with pulse	No
Switching function	
• star-delta circuit with delay time	No
• star-delta circuit	No
• Switching function with control signal additive ON delay	No
• Switching function with control signal passing break contact	No
• Switching function with control signal passing break contact/instantaneous	No
• Switching function with control signal OFF delay	No
• Switching function with control signal OFF delay/instantaneous	No
• Switching function with control signal pulse delayed	No
• Switching function with control signal pulse delayed/instantaneous	No
• switching function with control signal pulse-shaping	No
• Switching function with control signal pulse-shaping/instantaneous	No
• Switching function with control signal additive ON delay/instantaneous	No
• Switching function with control signal ON-delay/OFF-delay/instantaneous	No
• Switching function with control signal passing make contact	No
• Switching function with control signal passing make contact/instantaneous contact	No

Switching function of interval relay with control signal	
• retrotriggerable with deactivated control signal/instantaneous contact	No
• retrotriggerable with activated control signal	No
• retrotriggerable with activated control signal/instantaneous contact	No
• retriggerable with deactivated control signal	No

Short-circuit protection

Design of the fuse link	
• for short-circuit protection of the auxiliary switch required	fuse gL/gG: 4 A

Auxiliary circuit

Material of switching contacts	AgSnO2
Number of NC contacts	
• delayed switching	0
Number of NO contacts	
• delayed switching	0
Number of CO contacts	
• delayed switching	1
• operating current of auxiliary contacts at AC-15 at 24 V	3 A
• operating current of auxiliary contacts at AC-15 at 250 V	3 A
• operating current of auxiliary contacts at DC-13 at 24 V	1 A
• operating current of auxiliary contacts at DC-13 at 125 V	0.2 A
• operating current of auxiliary contacts at DC-13 at 250 V	0.1 A
operating frequency with 3RT2 contactor maximum	5 000 1/h
contact reliability of auxiliary contacts	one incorrect switching operation of 100 million switching operations (17 V, 5 mA)
Contact rating of auxiliary contacts according to UL	R300 / B300
influence of the surrounding temperature	1% in the whole temperature range to the set runtime
Power supply influence	1% in the whole voltage range to the set runtime
Switching capacity current with inductive load	0.01 ... 3 A

Inputs/ Outputs

• Product function at the relay outputs Switchover delayed/without delay	No
• Product function non-volatile	No

Electromagnetic compatibility

EMI immunity	
---------------------	--

• acc. to IEC 61812-1	EN 61000-6-2
Conducted interference	
• due to burst acc. to IEC 61000-4-4	2 kV network connection / 1 kV control connection
• due to conductor-earth surge acc. to IEC 61000-4-5	2 kV
• due to conductor-conductor surge acc. to IEC 61000-4-5	1 kV
Field-bound parasitic coupling acc. to IEC 61000-4-3	10 V/m
Electrostatic discharge acc. to IEC 61000-4-2	4 kV contact discharge / 8 kV air discharge

Safety related data

Protection against electrical shock	finger-safe
Type of insulation	Basic insulation
Category acc. to EN 954-1	none

Connections/ Terminals

Product function	
• removable terminal for auxiliary and control circuit	Yes
• Type of electrical connection for auxiliary and control current circuit	screw-type terminals
• type of connectable conductor cross-sections solid	1x (0.5 ... 4.0 mm ²), 2x (0.5 ... 2.5 mm ²)
• Type of connectable conductor cross-sections finely stranded with core end processing	1x (0.5 ... 4 mm ²), 2x (0.5 ... 1.5 mm ²)
• Type of connectable conductor cross-sections at AWG conductors solid	1x (20 ... 12), 2x (20 ... 14)
• Type of connectable conductor cross-sections at AWG conductors stranded	1x (20 ... 12), 2x (20 ... 14)
• connectable conductor cross-section solid	0.5 ... 4 mm ²
• connectable conductor cross-section finely stranded with core end processing	0.5 ... 4 mm ²
AWG number as coded connectable conductor cross section	
• solid	20 ... 12
• stranded	20 ... 14
Tightening torque	0.6 ... 0.8 N·m
Design of the thread of the connection screw	M3

Installation/ mounting/ dimensions

• mounting position	any
Mounting type	screw and snap-on mounting onto 35 mm standard mounting rail
Height	100 mm
Width	17.5 mm
Depth	90 mm
Required spacing	

- with side-by-side mounting
 - forwards 0 mm
 - Backwards 0 mm
 - upwards 0 mm
 - downwards 0 mm
 - at the side 0 mm
- for grounded parts
 - forwards 0 mm
 - Backwards 0 mm
 - upwards 0 mm
 - at the side 0 mm
 - downwards 0 mm
- for live parts
 - forwards 0 mm
 - Backwards 0 mm
 - upwards 0 mm
 - downwards 0 mm
 - at the side 0 mm

Ambient conditions

Installation altitude at height above sea level

- maximum 2 000 m

Ambient temperature

- during operation -25 ... +60 °C
- during storage -40 ... +85 °C
- during transport -40 ... +85 °C
- Relative humidity during operation 10 ... 95 %

Certificates/ approvals

General Product Approval				EMC	Declaration of Conformity
 CCC	 CSA	 UL		 RCM	 EG-Konf.

Declaration of Conformity	Test Certificates	Marine / Shipping			
Miscellaneous	Type Test Certificates/Test Report	 BUREAU VERITAS	 LRS	 PRS	 RINA

Marine / Shipping	other				
 RMRS	 DNV-GL DNVGL.COM/AF	Confirmation			

Further information

Information- and Downloadcenter (Catalogs, Brochures,...)

<https://www.siemens.com/ic10>

Industry Mall (Online ordering system)

<https://mall.industry.siemens.com/mall/en/en/Catalog/product?mlfb=3RP2513-1AW30>

Cax online generator

<http://support.automation.siemens.com/WW/CAXorder/default.aspx?lang=en&mlfb=3RP2513-1AW30>

Service&Support (Manuals, Certificates, Characteristics, FAQs,...)

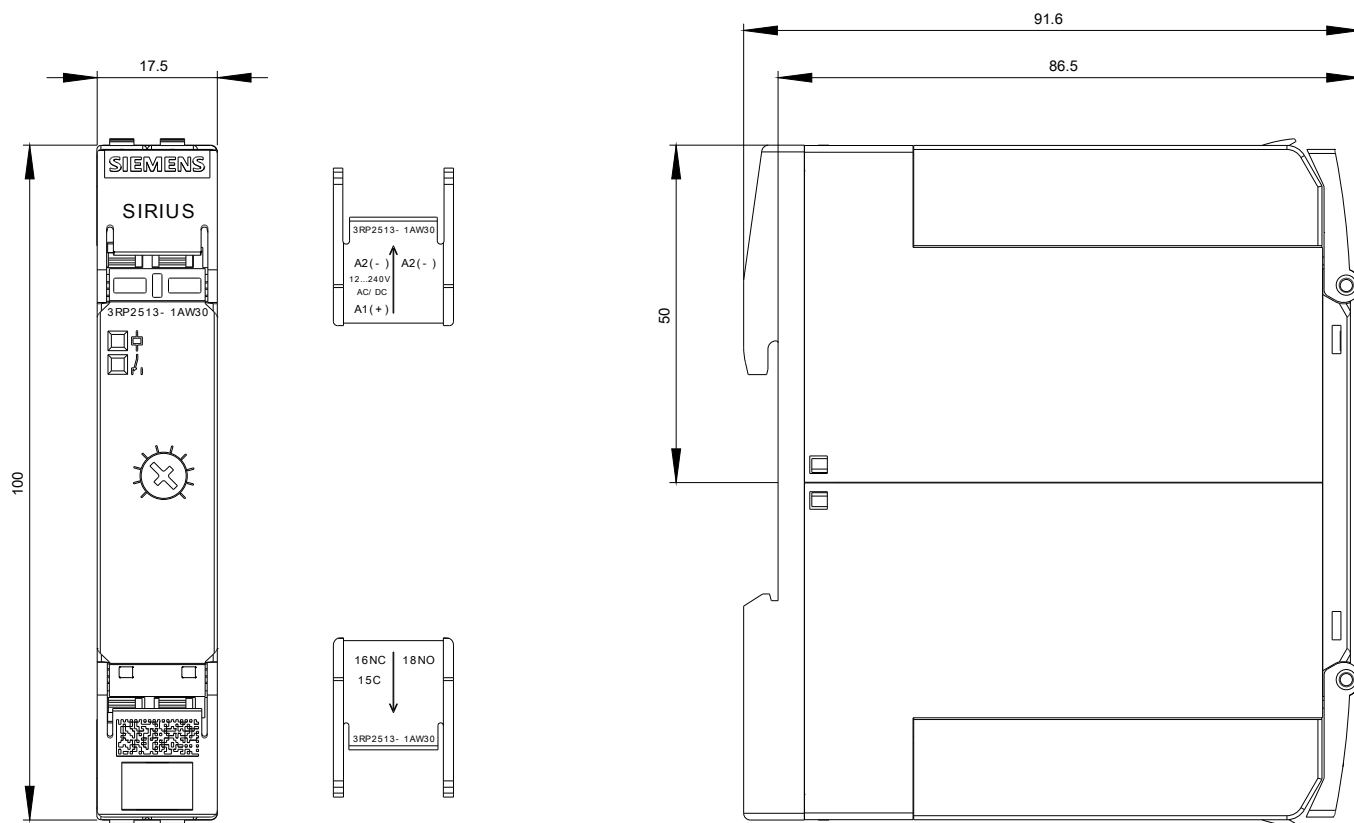
<https://support.industry.siemens.com/cs/ww/en/ps/3RP2513-1AW30>

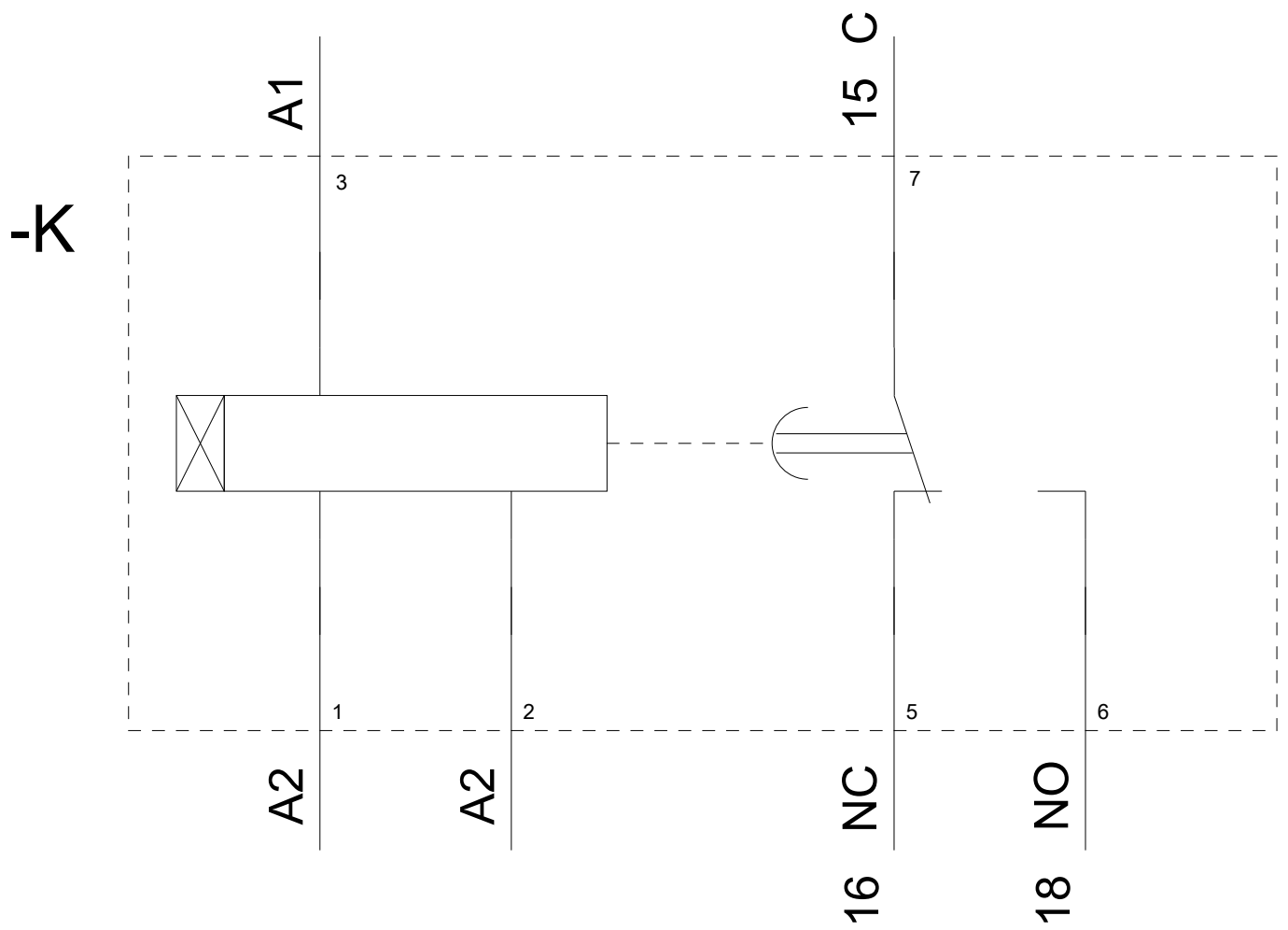
Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, EPLAN macros, ...)

http://www.automation.siemens.com/bilddb/cax_de.aspx?mlfb=3RP2513-1AW30&lang=en

Characteristic: Derating

<https://support.industry.siemens.com/cs/ww/en/ps/3RP2513-1AW30/manual>





last modified:

08/14/2020 [🔗](#)

OEM pressure sensor

For mobile working machines, model MH-3

For mobile hydrogen applications, model MH-3-HY

WIKA data sheet PE 81.59



Applications

- Load monitoring
- Load moment limitation
- Hydraulic drive control
- Pressure monitoring of hydrogen (model MH-3-HY)

Special features

- For extreme operating conditions
- Compact and robust design
- Diagnostic function (option)
- Signal clamping (option)
- Customer-specific adaptations possible



OEM pressure sensor model MH-3

Description

Durable and robust

Shock and vibration resistance, resistance to pressure spikes (CDS system) and an ingress protection of up to IP69K make the model MH-3 pressure sensor especially qualified for the harsh operating conditions of mobile working machines. Even extreme temperature shocks do not affect its performance.

For the case, a highly resistant glass-fibre reinforced plastic (PBT) is used. This material is successfully used within the automotive industry.

A metallic shield inside the instrument provides excellent EMC characteristics in accordance with EN 61326, thus ensuring reliable operation, even under high exposures of up to 100 V/m.

The hermetically welded thin-film measuring cell ensures long-term leak tightness, without the need for additional sealing materials. Especially in applications with high dynamic load cycles, the thin-film measuring cell features high long-term and load cycle stability.

State-of-the-art manufacturing

Our manufacturing concept is ideally designed for the production of OEM requirements. Customer-specific adaptations are also possible.

Diagnostic function

As a measuring instrument of the latest generation, the MH-3 features a diagnostic function. By means of the output signal, fault conditions can be detected and evaluated via software. Thus it is possible to differentiate between permanent and temporary faults.

For hydrogen applications

The model MH-3-HY is designed for hydrogen applications and has a corresponding approval in accordance with EC79/2009.

Measuring ranges

Gauge pressure		MH-3	MH-3-HY
bar	0 ... 6	x	-
	0 ... 10	x	-
	0 ... 16	x	-
	0 ... 20	-	x
	0 ... 25	x	x
	0 ... 40	x	x
	0 ... 60	x	x
	0 ... 100	x	x
	0 ... 160	x	x
	0 ... 250	x	x
	0 ... 400	x	x
	0 ... 600	x	x ¹⁾
psi	0 ... 100	x	-
	0 ... 160	x	-
	0 ... 200	x	-
	0 ... 300	x	x
	0 ... 500	x	x
	0 ... 1,000	x	x
	0 ... 1,500	x	x
	0 ... 2,000	x	x
	0 ... 3,000	x	x
	0 ... 5,000	x	x
	0 ... 8,000	x	x ¹⁾

1) Helium leak test at 400 bar/5,800 psi

MPa available (1 bar = 0.1 MPa)

Other measuring ranges on request

Overload safety

2 times (deviating for individual psi measuring ranges of model MH-3-HY)

Vacuum tightness

Yes

Output signals

Signal type	Signal	MH-3 ¹⁾	MH-3-HY
Current (2-wire)	4 ... 20 mA	x	x
Voltage (3-wire)	DC 0 ... 10 V	x	-
	DC 1 ... 5 V	x	-
	DC 1 ... 6 V	x	-
Ratiometric	DC 0.5 ... 4.5 V	x	x

1) Other output signals on request

Load

- 4 ... 20 mA: ≤ (power supply - 10 V) / 0.02 A
- DC 0 ... 10 V: > 5 kΩ
- DC 1 ... 5 V: > 2.5 kΩ
- DC 1 ... 6 V: > 5 kΩ
- DC 0.5 ... 4.5 V: > 4.5 kΩ

Voltage supply

Power supply

The power supply depends on the selected output signal.

- 4 ... 20 mA: DC 10 ... 36 V
- DC 0 ... 10 V: DC 14 ... 36 V
- DC 1 ... 5 V: DC 8 ... 36 V
- DC 1 ... 6 V: DC 9 ... 36 V
- DC 0.5 ... 4.5 V: DC 4.5 ... 5.5 V

Current supply

The current supply depends on the selected output signal.

- 4 ... 20 mA < 30 mA
- DC 0 ... 10 V < 10 mA
- DC 1 ... 5 V < 10 mA
- DC 1 ... 6 V < 10 mA
- DC 0.5 ... 4.5 V < 10 mA

Reference conditions (per IEC 61298-1)

Temperature

15 ... 25 °C [59 ... 77°F]

Atmospheric pressure

860 ... 1,060 mbar [12.5 ... 15.4 psi]

Air humidity

45 ... 75 % r. h.

Power supply

DC 24 V

Mounting position

Calibrated in vertical mounting position with process connection facing downwards.

Accuracy specifications

Accuracy at reference conditions

≤ ±1 % of span for measuring ranges ≥ 40 bar [≥ 500 psi]
≤ ±2 % of span for measuring ranges < 40 bar [< 500 psi]

Including non-linearity, hysteresis, zero offset and end value deviation (corresponds to measured error per IEC 61298-2).

Non-linearity (per IEC 61298-2)

≤ ±0.25 % of span for measuring ranges ≥ 40 bar [≥ 500 psi]
≤ ±0.40 % of span for measuring ranges < 40 bar [< 500 psi]

Temperature error at -40 ... +100 °C [-40 ... +212 °F]

Mean temperature coefficient of zero point:

≤ ±0.15 % of span/10 K for measuring ranges ≥ 40 bar [≥ 500 psi]

For measuring ranges < 40 bar [< 500 psi]: On request

Mean temperature coefficient of span:

≤ ±0.08 % of span/10 K

Settling time

≤ 2 ms

Long-term stability

≤ ±0.2 % of span/year for measuring ranges ≥ 40 bar [≥ 500 psi]

≤ ±0.3 % of span/year for measuring ranges < 40 bar [< 500 psi]

Model MH-3-HY:

Medium temperature range -40 ... +30 °C [-40 ... +86 °F]:
typ. ±1 % / max. ±3 %

It is explicitly recommended for the user to test the selected product version for suitability in the intended application(s) with the specified ambient conditions.

Operating conditions

Ingress protection (per IEC 60529)

The ingress protection depends on the type of electrical connection.

Electrical connection	Ingress protection ¹⁾	MH-3	MH-3-HY
Deutsch DT04-3P (3-pin)	IP67	x	
Delphi connector Metri-Pack series 150, 3-pin	IP67	x	x
Circular connector M12 x 1 (4-pin)	IP67	x	
AMP Superseal connector 1.5 series, 3-pin	IP67	x	x
Cable outlet (0.5 / 1 / 2.5 m), 2-pin	IP6K9K	x	
Cable outlet (0.5 / 1 / 2.5 m), 3-pin	IP6K9K	x	

1) The stated ingress protection only applies when plugged in using mating connectors that have the appropriate ingress protection.

Vibration resistance

20 g (per IEC 60068-2-6, under resonance)

Shock resistance

500 g (per IEC 60068-2-27, mechanical)

Permissible temperature ranges

	MH-3	MH-3-HY
Ambient	-40 ... +100 °C [-40 ... +212 °F]	-40 ... +85 °C [-40 ... +185 °F]
Medium	-40 ... +125 °C [-40 ... +257 °F]	-40 ... +85 °C [-40 ... +185 °F]
Storage	-40 ... +100 °C [-40 ... +212 °F]	-40 ... +85 °C [-40 ... +185 °F]

Electrical connections

Short-circuit resistance

S₊ vs. U₋

Reverse polarity protection

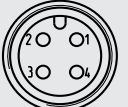
U₊ vs. U₋

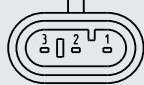
(no reverse polarity protection with ratiometric output signal)

Insulation voltage

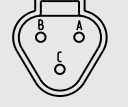
DC 500 V

Connection diagrams

Circular connector M12 x 1 (4-pin)			
		2-wire	3-wire
	U ₊	1	1
	U ₋	3	3
	S ₊	-	4

AMP Superseal 1.5 (3-pin)			
		2-wire	3-wire
	U ₊	3	3
	U ₋	1	1
	S ₊	-	2

Metri-Pack series 150 (3-pin)			
		2-wire	3-wire
	U ₊	B	B
	U ₋	A	A
	S ₊	-	C

Deutsch DT04-3P (3-pin)			
		2-wire	3-wire
	U ₊	A	A
	U ₋	B	B
	S ₊	-	C

Cable outlet			
		2-wire	3-wire
	U ₊	brown	brown
	U ₋	green	green
	S ₊	-	white

Wire cross-section 0.75 mm² (with end splices)

Cable diameter 6.6 mm

Cable length 0.5 m, 2 m or 5 m [1.64 ft, 6.56 ft, 16.4 ft]

Legend

U₊ Positive power supply terminal

U₋ Negative power supply terminal

S₊ Analogue output

Process connections

Process connection per	Thread size	Max. nominal pressure ¹⁾	MH-3	MH-3-HY	Sealing and temperature range ²⁾	
					Standard (MH-3)	Option (MH-3)
EN 837	G ¼ B	600 bar [8,000 psi]	x	x	Copper -40 ... +125 °C [-40 ... +257 °F]	Stainless steel -40 ... +125 °C [-40 ... +257 °F]
DIN EN ISO 1179-2 (formerly DIN 3852-E)	G ¼ A	600 bar [8,000 psi]	x	-	NBR -40 ... +100 °C [-40 ... +212 °F]	FPM/FKM -40 ... +125 °C [-40 ... 257 °F]
DIN EN ISO 974-2 (formerly DIN 3852-E)	M14 x 1.5	600 bar [8,000 psi]	x	-	-	-
ISO 6149-2	M14 x 1.5	600 bar [8,000 psi]	x	-	-	-
SAE J514 Fig.34B	7/16-20 UNF-2A	600 bar [8,000 psi]	x	x	-	-
ANSI/ASME B1.20.1	¼ NPT	600 bar [8,000 psi]	x	x	-	-

1) Details must be tested separately in the respective application. The specified values for the max. nominal pressure serve only as a rough orientation. The values depend on the temperature, the seals used, the selected torque, the type and the material of the mating thread and the prevailing operating conditions.

2) Model MH-3-HY is delivered without sealing. Depending on the process connection and measuring range, including overload safety, an appropriate sealing has to be selected.

The sealings listed under “Standard” are included in the delivery (only for model MH-3).

CDS system

All process connections are available with the CDS system.

The diameter of the pressure port is reduced in order to counteract pressure spikes and cavitation (see fig.1).

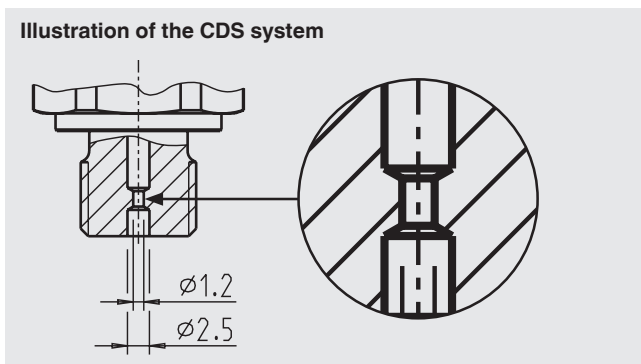


Fig. 1: Reduced diameter of the pressure port

Materials

Wetted parts

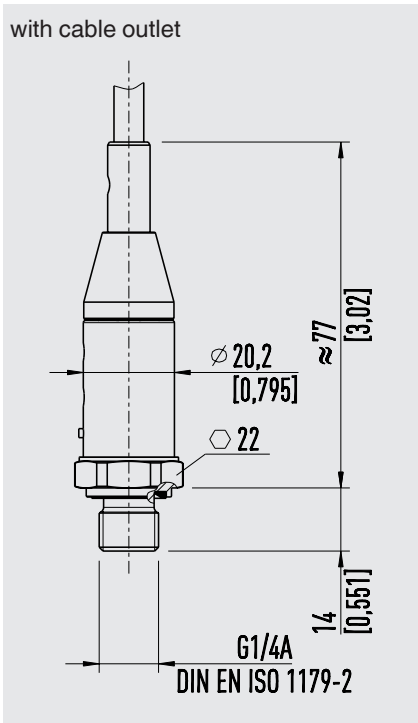
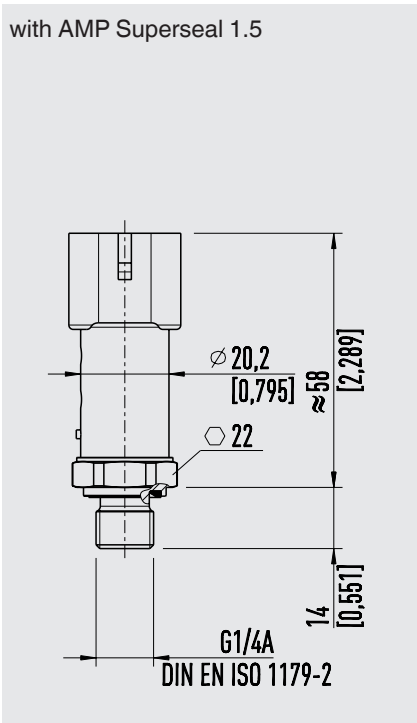
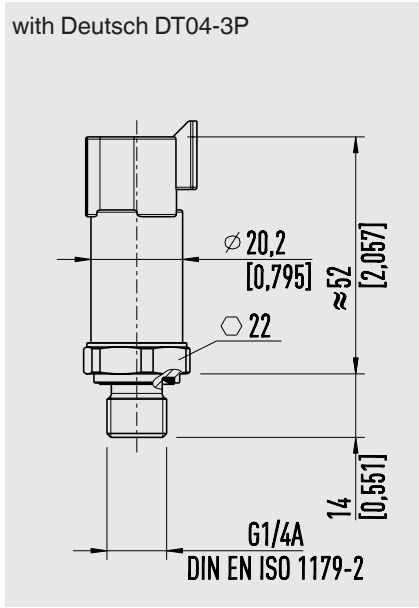
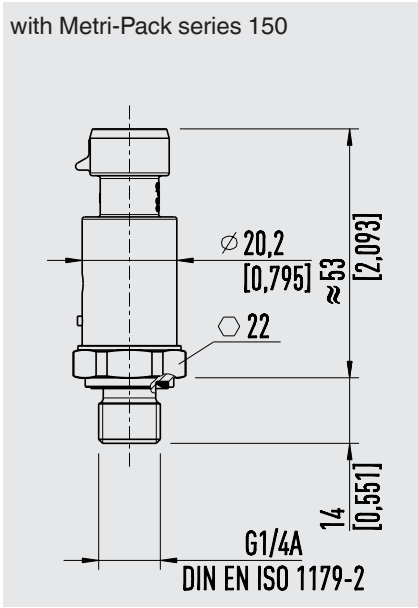
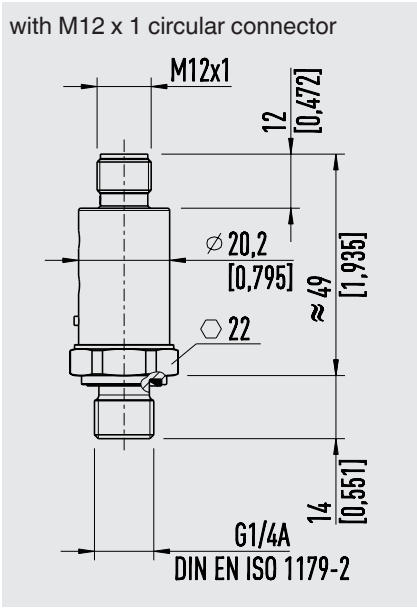
MH-3: Stainless steel

MH-3-HY: Stainless steel, 2.4711

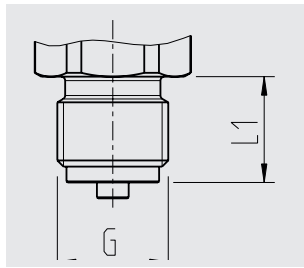
Non-wetted parts

Highly resistant glass-fibre reinforced plastic (PBT)

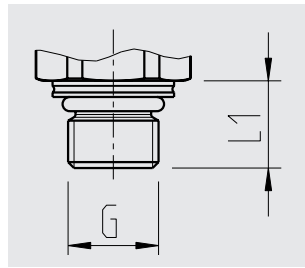
Dimensions in mm



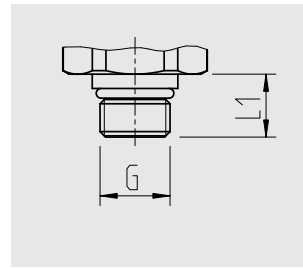
Process connections



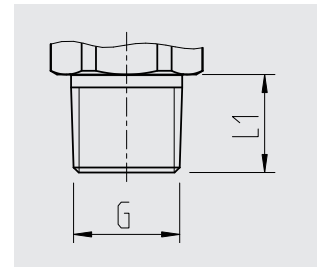
G	L1
G 1/4 B	13 [0.51]



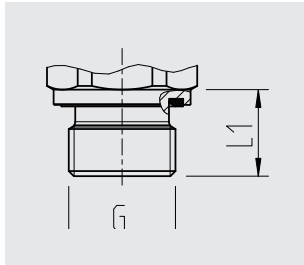
G	L1
M14 x 1.5	13.5 [0.53]



G	L1
7/16-20 UNF	12 [0.47]



G	L1
1/4 NPT	13 [0.51]



G	L1
G 1/4 A	14 [0.55]
M14 x 1.5	14 [0.55]

For information on tapped holes and welding sockets, see Technical information IN 00.14 at www.wika.com.

Approvals

Logo	Description	Country	MH-3	MH-3-HY
	EU declaration of conformity ■ EMC directive, EN 61326 emission (group 1, class B) and immunity (industrial application) ■ Pressure equipment directive ■ RoHS directive	European Union	x	x
	EAC EMC directive	Eurasian Economic Community	x	-
	GOST Metrology, measurement technology	Russia	x	-
-	MTSCHS Permission for commissioning	Kazakhstan	x	-
	MazInMetr Metrology, measurement technology	Kazakhstan	x	-
-	EC79/2009 Type approval for hydrogen-powered vehicles	European Union	-	x

Manufacturer's information and certificates

Logo	Description
-	MTTF: > 100 years (only applies to model MH-3)

Approvals and certificates, see website

Ordering information

Model / Measuring range / Output signal / Process connection / Sealing / Electrical connection

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The specifications given in this document represent the state of engineering at the time of publishing.
We reserve the right to make modifications to the specifications and materials.



WIKA Alexander Wiegand SE & Co. KG
Alexander-Wiegand-Straße 30
63911 Klingenberg/Germany
Tel. +49 9372 132-0
Fax +49 9372 132-406
info@wika.de
www.wika.de



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Trojan UV System Annual Maintenance Agreement

AGENDA DATE: April 13, 2021

DATE PREPARED: March 31, 2021

PREPARED BY: Pete Zorbanos

AMOUNT: \$4,800.00

GL ACCOUNT #: 505-4330-522220

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To engage the manufacturer's representative, Temsco, Inc., for the annual maintenance of the Trojan Ultraviolet (UV) system at the West Plant.

BACKGROUND: Due to the sophistication of the UV system, and current inexperienced staff it is necessary for the manufacturer's representative to conduct the annual maintenance on this equipment.

STAFF RECOMMENDATION Staff recommends approving Temsco, Inc. for an Annual Maintenance Agreement for the Trojan UV System in an amount not to exceed \$4,800.00.

IMPACT. It is imperative for the UV system to be properly maintained ensuring effective disinfection of the West Plant effluent to meet regulatory requirements. Also, the manufacturer's representative can assist in the training of our personnel, in these maintenance activities, so they can be performed in house in the future.

MOTION: I move to approve Temsco, Inc. for an Annual Maintenance Agreement for the Trojan UV System in an amount not to exceed \$4,800.00.



Suite 300
4324 Brogdon Exchange
Suwanee, GA 30024
Phone: 770.614.0194
Fax 770.614.0325

Maintenance Agreement

TEMSCO, Inc., as Authorized Service Provider for Trojan UV Technologies, agrees to provide maintenance service on the UV 3000 Plus installed at the West Wastewater Treatment Plant in Villa Rica, GA. Basic Maintenance agreement includes four (4) quarterly visits for the period of May 1, 2021 – April 30, 2022. All charges specified are those currently in effect and are subject to change only at the time of subsequent annual renewal. If charges are increased, the customer may, as of the effective date of the said increase, terminate this agreement by written notice to TEMSCO, Inc. Otherwise, the new charges shall become effective upon the date specified in the renewal invoice.

This agreement is limited to the equipment specified herein and the services referenced below. Any additional equipment or services will be negotiated as required. TEMSCO, Inc. will perform specified service during normal business hours. The owner will be required to insure any equipment downtime that is required to perform said maintenance/ service is scheduled accordingly. The owner is also responsible for providing a clean, safe, well-lit working environment.

The specific equipment included in this agreement is
Serial # 511434 – Trojan 3000 Plus

The specific services included in this agreement are listed in the Trojan UV Operator's Document.

Upon completion of each service visit, TEMSCO, Inc. will provide the customer with a written service report confirming the completion of each required task as well as any recommendation for operational changes or expected parts required for ongoing customer maintenance.

TEMSCO, Inc. will install only OEM parts for service work provided. Likewise we expect any parts provided by the customer to be purchased from the OEM. Though certain components required for service and maintenance are pure commodities (such as nuts, bolts, paint, etc.) most components are critical to the overall operation of the system, therefore we highly recommend using only factory approved parts for any component replacement.

Likewise, we expect that all service, maintenance, component replacement, programming changes, etc. performed on equipment above will be performed only by Authorized technicians and that TEMSCO, Inc. is informed by written report of any changes/adjustments made to said equipment. Should additional/correctional service be required as a result of the work of an unauthorized contractor, it will be billed in addition to the charges in this agreement.

For Service as specified above on the equipment listed, the undersigned agrees to pay in advance the total annual charge of \$4,800.00 to TEMSCO, Inc. in accordance with the terms specified in the resultant invoice. The owner is then entitled to pricing benefits for any service requirements outside the scope of this contract and on all parts purchases. Throughout the term of contract, any additional service visits will be billed at a rate of 10% below our standard service rates, and any parts will be billed at a rate of 5% below standard pricing. Any applicable taxes are not included in the terms of this agreement.

The undersigned represents that they are the Legal Owner of the equipment referenced in this contract, and that they have the authority to enter into this agreement.

This agreement is subject to acceptance by TEMSCO, Inc. The agreement takes effect on the date written above and will remain in effect thereafter, with automatic renewals at the prevailing rates, until cancelled in writing by either party. If cancelled, the unused portion of any advance payment will be credited to the customer.

Date _____

TEMSCO, Inc.
By: _____

Date: _____

"Customer"
By: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Work Order 17003.13 with Brennan Jones to Design Lift Station on North Van Wert Road

AGENDA DATE: April 13, 2021
PREPARED BY: Tom Barber

DATE PREPARED: March 30, 2021

AMOUNT: \$212,375.00
FUNDING SOURCE: Water & Sewer Fund

GL ACCOUNT #: 505-4115-xxxx
BUDGETED ITEM? No

PURPOSE: To approve a work order with Brennan Jones for the design and construction oversight of the North Van Wert sewer lift station.

BACKGROUND: Chapman Communities is planning to build a townhome development on the north side of Highway 78 between First Baptist Church and the Waterford subdivision. Instead of allowing the developer to construct their own lift station to serve just their neighborhood, staff is proposing the construction of a larger lift station to handle the entire drainage basin. The existing lift station at Waterford would also be decommissioned. Brennan has been asked to not only design the lift station and force main but to also hire and oversee several contractors who will provide information needed for the design.

The proposed lift station will cost up to \$1.5 million. Chapman Communities will be contributing \$800,000 toward the project. Future developers will also contribute to the cost as their projects come on line.

STAFF RECOMMENDATION: Staff recommends approval of the work order.

IMPACT: Construction of a basin-level lift station will enable us to serve the Chapman development, to decommission the Waterford lift station, and to provide sewer service to future development near the intersection of Highway 78 and North Van Wert Road. The City will not only enjoy the savings from no longer operating the Waterford station but will avoid the planned expense of upgrade and repair already planned for the existing station.

MOTION: I move to approve work order 17003.13 with Brennan Jones Engineering Associates, LLC for \$212,375 for the design and oversight of the North Van Wert lift station and to authorize the City Manager and City Clerk to take the necessary steps to execute the agreement.

**AGREEMENT FOR ENGINEERING SERVICES BETWEEN
CITY OF VILLA RICA, GEORGIA AND
BRENNAN JONES ENGINEERING ASSOCIATES, LLC
FOR
NORTH VAN WERT ROAD SANITARY SEWER FACILITIES**
March 25, 2021

WORK ORDER NO. 17003.13

This Work Order has been prepared in accordance with the Agreement for Engineering Services between Brennan Jones Engineering Associates, LLC and City of Villa Rica, Georgia, dated September 15, 2017.

Introduction and Background

Wastewater collection and conveyance system improvements are needed to provide sewer service for the North Van Wert Road sewer basin east of North Van Wert Road including the proposed Cottages at Villa Rica residential development. In addition, sewer service will be made available for the commercial area at Hwy 78/North Van Wert Road intersection and the undeveloped residential area located north of Hwy 78 and west of North Van Wert Road. In conjunction with the project, Waterford pump station will be abandoned. BJEa in conjunction with the City of Villa Rica has developed a sewer master plan for the subject area and the project adheres to this plan.

Scope of Services

BJEA will perform the following tasks for this project:

Task 1 – Survey Control Points and Limited Topographic Surveying & Easements. BJEa's subconsultant, Falcon Design Consultants, LLC, will conduct surveying activities under BJEa supervision. Horizontal and Vertical Control points will be established along the pipeline route and limited property boundary and topographic surveying for design will be conducted. The deliverable for this task will include topographic survey data and LIDAR contours in AutoCAD Civil 3D format. This survey data will be used to develop easement plats and other documents for design and permitting of facilities.

Task 2 – Permitting (Environmental). BJEa will prepare environmental and transportation related permits required for pipeline and facility construction. BJEa's subconsultant Contour Environmental, LLC will perform wetland delineations and will assist with preparation of wetland permitting documents. Permits include but are not limited to the following: USACE Wetlands, Erosion & Sedimentation Control and Stream Crossing Buffer Encroachments.

Task 3 – Geotechnical Investigation and Construction Materials Testing. BJEa's subconsultant Contour Engineering, LLC, will conduct a geotechnical investigation along the sanitary sewer pipeline route, force main pipeline route, and at the proposed pump station site. The geotechnical investigation will identify locations where rock is present, and it will be used for foundation design for structures. In addition, during construction phase, the geotechnical engineering company will perform construction materials testing services.

Task 4 – Subsurface Utility Locating Services. If determined necessary, BJEa will engage a subconsultant to perform subsurface utility locating services along the pipeline route where deemed necessary. Utility location services will include physically locating and exposing utility lines to determine the horizontal and vertical position of utility lines in proximity to the proposed new pipeline facilities. This work will include any necessary surveying to record utility information including but not limited to utility owner, type of utility line, size and material of utility lines, horizontal and vertical position of the utility lines. This information will be included in design documents and used in design to avoid potential conflicts with utility lines. A budget of \$7,500 has been established for this activity.

Task 5 – Design and Preparation of Plans and Specifications. BJEa will design and prepare construction plans and specifications for the regional pumping station and sewer facilities to serve the Cottages of Villa Rica development site and the North Van Wert Road drainage basin. The sewer facilities will be sized to receive flow from the North Van Wert Road gravity sewer basin including flows transferred from Three West pump Station and including the commercial and residential node located in vicinity of Hwy 78 and North Van Wert

Work Order 17003.13
North Van Wert Road Sewer Facilities
City of Villa Rica, Georgia
March 25, 2021

Road. The new pump station will transmit wastewater from the pump station site located south of Norfolk Southern Railroad at North Van Wert Road to the West Water Reclamation Facility. Construction plans and specifications will be submitted to GA EPD for review and approval. Advertisement and Bidding documents will be prepared and used for solicitation of bids from qualified contractors.

Task 6 – Bidding and Construction Phase Services. BJEa will perform the following services in conjunction with this task:

Bidding Assistance

- Preparation of construction contract documents for bidding
- Provide the advertisement to bid and assist with project advertisement through publication on GLGA Marketplace Website and local plan advertisement rooms.
- Reproduce and distribute bid documents to plan advertisement companies and bidders
- Conduct pre-bid conference, (if required)
- Interpretation of bid documents and issue addenda as required
- Attend the bid opening and open bids
- Evaluate bids and provide recommendations for award

Construction Administration

- Provide conformed contract execution documents
- Conduct a preconstruction conference
- Receive and review submittals
- Provide interpretations of plans and specifications
- Review pay requests and make payment recommendations
- Provide periodic on-site construction observation
- Conduct substantial completion inspection and construction deficiency list
- Conduct final completion inspection
- Provide a recommendation for final acceptance

Schedule

We anticipate that surveying and wetland field locations activities will be completed within 1.5 months. Schedules for other tasks will be developed at a later date.

Fee:

The fee for engineering design and construction administration services outlined above will be performed on a Lump Sum (LS) or Hourly (H) basis including expenses as shown below. BJEa will submit invoices on a monthly basis for services completed during the previous month. The following is a breakdown of fee by tasks associated with the scope of services outlined above.

Task Description	Budget
Task 1 – Survey Control Points and Limited Topographic Surveying & Easements	\$22,500.00 (LS)
Task 2 – Permitting (Environmental - Wetlands)	\$12,025.00 (LS)
Task 3 – Geotechnical Investigation & Construction Materials Testing	\$19,300.00 (LS)
Task 4 – Subsurface Utility Locating Services (Hourly Budget)	\$7,500.00 (H)
Task 5 – Design and Preparation of Plans and Specifications	\$105,050.00 (LS)
Task 6 – Bidding and Construction Phase Services	\$46,000.00 (LS)
Total	\$212,375.00

Reimbursable Expenses (mileage, copies, permit fees, etc.) are included in the budget above. Any services, which are not included in the scope of services will be performed on a time and expense basis in accordance with the attached Unit Rate Schedule after written authorization has been received from the Client. For any authorized additional services, BJEa will submit a detailed invoice for services on a monthly basis for all project related activities and services completed during the prior month.

Work Order 17003.13
North Van Wert Road Sewer Facilities
City of Villa Rica, Georgia
March 25, 2021

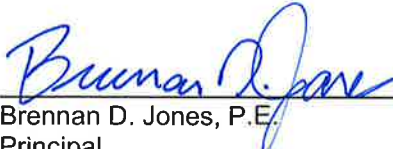
OWNER and CONSULTANT have caused this Agreement to be amended by representatives duly authorized to act, all as of the effective date of February 17, 2021.

CONSULTANT

OWNER

**BRENNANJONES ENGINEERING
ASSOCIATES, LLC**

CITY OF VILLA RICA, GEORGIA



Brennan D. Jones, P.E.
Principal

Tom Barber
City Manager

Date March 25, 2021

Date _____



CITY OF VILLA RICA
City Council Meeting
Agenda Item Cover Sheet

Agenda Item: _____

SUBJECT: 2021 HR Staff Training
AGENDA DATE: 4.13.21

DATE PREPARED: 3.31.21
PREPARED BY: Stephanie Rooks

AMOUNT: \$2,038.00
GL ACCOUNT #:
FUNDING SOURCE: General Fund
BUDGETED ITEM? No

PURPOSE: The HR Staff is required to do continuing education training each year in order to maintain certifications.

BACKGROUND: Due to COVID the conferences were canceled last year, this one will be in person. One staff member will begin work on their CHRM certification through GLGPA, and the Carl Vinson Institute of Government.

NOTES: The required expenditures are registration fees and lodging. Most meals are provided.

Registration is \$435.00 per person, and lodging is \$584.00 per room for a total of \$2,038.00

STAFF RECOMMENDATION: Staff recommends approving Human Resources staff training in the amount of \$2,038.00 in an effort to retain our HR certifications.

MOTION: I move to approve the Human Resources staff training in the amount of \$2,038 in an effort to retain certifications.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2021 Budget Amendments #102-123
AGENDA DATE: 04-13-2021

DATE PREPARED: 03-31-2021
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.

ADD ASSISTANT CITY MANAGER

Add Assistant City Manager to staff using increasing Sales Tax revenues.

Source of Funds: LOST Increase

Item	Account Name	Account Type	Amount
102 100-1320-511100	Salaries	Expense	Increase 63,250
103 100-1320-512100	Group Insurance	Expense	Increase 7,700
104 100-1320-512100	FICA	Expense	Increase 4,839
105 100-1320-512400	Retirement	Expense	Increase 3,163
106 100-1320-512500	457 Match	Expense	Increase 1,898
107 100-1320-512700	Workers Comp	Expense	Increase 138
108 100-313110	LOST - Carroll County	Revenue	Increase 80,986

ADD PUBLIC WORKS DIRECTOR

Add Public Works Director to staff using increasing Sales Tax revenues.

Source of Funds: LOST Increase

Item	Account Name	Account Type	Amount
109 100-4110-511100	Salaries	Expense	Increase 46,750
110 100-4110-512100	Group Insurance	Expense	Increase 7,700
111 100-4110-512100	FICA	Expense	Increase 3,576
112 100-4110-512400	Retirement	Expense	Increase 2,338
113 100-4110-512500	457 Match	Expense	Increase 1,403
114 100-4110-512700	Workers Comp	Expense	Increase 138
115 100-313120	LOST - Douglas County	Revenue	Increase 61,904

TRUCK FOR PUBLIC WORKS DIRECTOR

Purchase of truck for Public Works Director using increasing Sales Tax revenues.

Source of Funds: LOST Increase

Item	Account Name	Account Type	Amount
116 350-4110-542200	Vehicles	Expense	Increase 32,970
117 350-391100	Transfer to GF Capital	Revenue	Increase 32,970
118 100-9000-611021	Transfer to GF Capital	Expense	Increase 32,970
119 100-313110	LOST - Carroll County	Revenue	Increase 32,970

FORKLIFT

Purchase of Forklift. Use of savings in Street Capital purchase, with m/r equipment covering the difference.

Source of Funds: m/r Equipment in GF

Item	Account Name	Account Type	Amount
120 350-4210-542500	Vehicles	Expense	Increase 1,650
121 350-391100	Transfer to GF Capital	Revenue	Increase 1,650
122 100-9000-611021	Transfer to GF Capital	Expense	Increase 1,650
123 100-4910-522220	m/r equipment	Expense	Decrease (1,650)

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. 102-123, 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: Renewal with GIRMA for Property and Liability Insurance
AGENDA DATE: 4/13/2021

DATE PREPARED: 4/5/2021
PREPARED BY: Sarah Andrews

AMOUNT: \$288,620
GL ACCOUNT #: ###-####-523100 (Liability Insurance accounts from all departments)
FUNDING SOURCE: Operating Budgets
BUDGETED ITEM? Yes

PURPOSE: To approve a renewal with Georgia Interlocal Risk Management Agency (GIRMA) for property and liability insurance for the period of May 1, 2021 to May 1, 2022.

BACKGROUND: The terms of the renewal are attached. This quote is 10% higher than the 2020-2021 quote of \$262,430.

A letter from Stan Deese, Director of Risk Management Services, stated that,

“Due to losses increasing in recent years for the Auto Liability, Auto Physical Damage and Property lines of coverage, it is necessary that GIRMA increase rates approximately 6% for the program as a whole.”

The City has added to the fleet, added to the payroll, incurred several auto accidents in the prior years as well as settling a lawsuit.

STAFF RECOMMENDATION: To approve the agreement with GIRMA for liability insurance.

IMPACT: Five (5) months of the expense (\$120,258) will be posted to the 2021 operating budget and seven (7) months (\$168,362) of the total will be posted to prepaid expense for the 2022 budget year.

MOTION: I make a motion that we approve the renewal with Georgia Interlocal Risk Management Agency for the period of May 1, 2021 to May 1, 2022 in the amount of \$288,620.

Georgia Interlocal Risk Management Agency

GMA Property & Liability Self-Insurance Program

RENEWAL TERMS FOR 2021-2022

CITY OF VILLA RICA

VI2

571 West Bankhead Highway
Villa Rica, GA 30180

Coverage Period:

May-01-2021 to May-01-2022

Presented by:



201 Pryor Street
Atlanta, GA 30303

Quote Date:

4/2/2021

Administered by:

Willis Towers Watson Southeast, Inc.

Concourse Corporate Center Five, 18th Floor
Atlanta, GA 30328

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF VILLA RICA

General Liability and Law Enforcement Liability	Limit of Liability
Each Occurrence	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Products / Completed Operations	\$1,000,000
Failure to Supply Utilities	\$1,000,000
Fire Legal Liability	\$1,000,000
Law Enforcement Liability	\$1,000,000
General Aggregate	Unlimited
Products / Completed Ops Aggregate	\$5,000,000
Failure to Supply Utilities Aggregate	\$5,000,000
Medical Payments	Excluded
Form	Occurrence
General Liability Deductible	\$10,000
Law Enforcement Liability Deductible	\$10,000
Employee Benefits Liability	\$1,000,000
Employee Benefits Aggregate	\$5,000,000
Form	Occurrence
Deductible	\$10,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limit
- Special Events Liability
- Athletic Participants Liability
- Fireworks Display Liability
- Cemetery Professional Liability
- Limited Pollution Liability
- Non-Owned Aircraft & Watercraft
- Liquor Liability
- Limited Drone Coverage (\$50,000)
- Garage Liability
- Personal Injury Liability
- Authorized Moonlighting by Police Officers
- Jail Cell Operations
- Police Animal Liability
- Assault and Battery
- Inmate Medical Coverage
- Sexual Abuse Coverage
- Worldwide Territory

Disclaimer:

These terms are not to be construed as an exact or complete analysis of the coverage agreement, nor as a legal evidence of coverage. The provisions of the actual coverage document will prevail.

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF VILLA RICA

Public Officials / Errors & Omissions Liability	Limit of Liability
Each Wrongful Act or Occurrence	\$1,000,000
Aggregate Limit	\$5,000,000
Form	Occurrence
Deductible	\$10,000

Coverage Features:

- No Premium Audits
- Defense Costs Outside the Limits
- Pay on Behalf Basis
- Personal Injury – to include:
 - Mental Anguish
 - Shock
 - Humiliation
- Employment Practices Liability – including coverage for:
 - Libel
 - Slander
 - Defamation
 - Sexual Harassment
 - Sexual Abuse
- Americans with Disabilities Act (ADA)
- Zoning Claims Seeking Monetary Demands
- Civil Rights Violations
- Services Performed Under a Mutual Aid Agreement

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Disclaimer:

Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF VILLA RICA

Automobile Liability	Limit of Liability
Combined Single Occurrence Limit	\$1,000,000
Uninsured Motorists Liability	\$75,000
Hired & Non-Owned Liability	\$1,000,000
Medical Payments	Excluded
Deductible	\$5,000
Uninsured Motorist Deductible	\$2,000

Automobile Physical Damage	Limit of Liability
Limit	Actual Cash Value
Hired Physical Damage	Included
Vehicles Covered	Per Schedule
Comprehensive Deductible	\$5,000
Collision Deductible	\$5,000
Hired Physical Damage Deductible	\$5,000

Coverage Features:

- Automatic Coverage for Vehicles up to \$100,000 in value
- Automatic Liability Coverage for new vehicles
- Deductible Per Occurrence

	Limit of Liability
Crime / Fidelity	
Blanket Employee Dishonesty	\$500,000
Forgery or Alteration	\$500,000
Computer Crime	\$500,000
Money and Securities	\$500,000
Social Engineering Fraud	\$25,000
Deductible	\$5,000
Social Engineering Deductible Only	\$2,500

Coverage Features:

- Faithful Performance Included
- Includes all local and state required bonds

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF VILLA RICA

Property	Limit of Liability
Total Insured Values	\$65,451,356
Blanket Building & Contents	\$63,611,802
Mobile Equipment	\$1,839,554
Computers ("EDP")	Included
Flood Limit – Including Zones A and V	\$10,000,000
Earthquake Limit	\$10,000,000
Coinsurance Provision	None
Locations Covered	Per Schedule
Valuation – Building & Contents	Replacement Cost
Valuation – Mobile Equipment	Actual Cash Value
Deductible – Buildings & Contents All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$5,000
Deductible – Mobile Equipment All Perils (Tier 1 Only-All Perils except Named Windstorm)	\$5,000
Deductible – Named Windstorm for Tier 1 Only* * Applies separately to (1) Each separate building. (2) The value of personal property located in each separate building. (3) Each item of Mobile Equipment. (4) Actual value of Business Interruption and Extra Expense loss for the 12 months immediately following the date of the direct physical loss.	1% per unit
Automatic Coverage Extensions:	
Business Interruption	\$500,000
Extra Expense	\$500,000
Computers ("EDP")	\$500,000
Builders Risk	\$500,000
Property in Transit	\$500,000
Valuable Papers	\$500,000
Equipment Breakdown	Limit of Liability
Limit Per Occurrence	\$63,611,802
Ordinance or Law Limit	\$63,611,802
Hazardous Substance	\$250,000
Deductible	\$5,000
Automatic Coverage Extensions	
Ammonia Contamination	\$1,000,000
Expediting Expenses	\$10,000,000
Service Interruption	\$63,611,802
Spoilage / Consequential Damage	\$10,000,000
Water Damage	\$1,000,000

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF VILLA RICA

Cyber*	Limit of Liability
Security & Privacy Liability	\$250,000
Regulatory Action Sublimit of Liability	\$250,000
Event Management	\$250,000
Cyber Extortion	\$250,000
Deductible	\$10,000

**Cyber coverage is insured outside of GIRMA by a commercial insurance carrier.*

Police Animal Mortality Coverage	Limit of Liability
Scheduled Limit	\$10,000
Deductible	Nil

Risk Management Services

<u>Type of Service</u>	<u>Annual Contribution</u>
Loss Control & Safety Training	
On Site Visitation	Included
Awareness Training	Included
Awareness Through Safety Bulletins	Included
Automobile Drivers Training	Included
Access to Safety Videos	Included
Safety Grant	
Based on a Contribution Volume and up to \$10,000	Included
*Subject to Approval & Requirements	
Employment Practices Help Line	
Legal Advice	Included
Property Appraisals	
Building Valuations	Included
Contents and Historical Valuations	Included
Crisis Management	
Provides \$50,000 for expenses incurred in response to a Crisis Event including Workplace Violence	Included

Disclaimer:

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Georgia Interlocal Risk Management Agency

RENEWAL TERMS FOR 2021-2022

CITY OF VILLA RICA

Contribution Summary

<u>Line of Coverage</u>	<u>Annual Contribution</u>
General Liability	\$48,902
Law Enforcement Liability – Before Credit	\$68,643
<i>Law Enforcement Initiative Credit Amount</i>	<i>\$13,729</i>
Law Enforcement Liability – After Credit	\$54,915
Public Officials Liability	\$52,171
Automobile Liability	\$52,257
Automobile Physical Damage	\$15,317
Property – Buildings & Contents	\$70,459
Mobile Equipment	\$2,076
Police Animal Mortality	\$1,000
Crime / Fidelity	\$2,868
Boiler & Machinery	\$6,927
Uninsured Motorist	\$1,351
Sub Total	\$308,243
Less Renewal Credit	\$19,623
Total	\$288,620

Disclaimer:

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Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Carroll County Tax Commissioner IGA

AGENDA DATE: April 13, 2021

DATE PREPARED: April 6, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a revised IGA with Carroll County's Tax Commissioner.

BACKGROUND: Carroll County changed Tax Commissioners last year and it is customary to update the IGA for tax collection after such a change. Attached is the new agreement and a redlined version to show the changes. The County has asked us to return the approved document by May 5, 2021. The City Attorney has reviewed the agreement.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT:

MOTION: I move to approve the tax collection IGA with Carroll County and to authorize the Mayor and City Clerk to take the necessary steps to execute the agreement.

INTERGOVERNMENTAL AGREEMENT FOR
MUNICIPAL AD VALOREM TAX COLLECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on this ____ day of _____, 2021, and is by and amongst THE MAYOR AND COUNCIL OF THE CITY OF VILLA RICA, GEORGIA, a Georgia municipal corporation (hereinafter referred to in this Agreement as the “City”), THE CHAIRMAN AND BOARD OF COMMISSIONERS OF CARROLL COUNTY, GEORGIA (hereinafter referred to in this agreement as the “County”), and THE TAX COMMISSIONER OF CARROLL COUNTY (hereinafter referred to in this agreement as the “Tax Commissioner”), and pursuant to the authority granted in the Georgia Constitution of 1983, Article 9, Section 3, Paragraph 1 and O.C.G.A. § 48-5-359.1.

WITNESSETH:

WHEREAS, the City has a need for services relating to the collection of municipal ad valorem taxes, both personal and real property taxes, and desires to engage the Tax Commissioner to perform ad valorem tax collection services; and

WHEREAS, the County agrees and consents to the provision of municipal ad valorem tax collection services by and through the Tax Commissioner for the City as such services will result a cost savings and an efficient delivery of services to best serve all County and City citizens.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration set out in Section Three (3) below given each other, the receipt and sufficiency of which is hereby acknowledged, the CITY, COUNTY, AND TAX COMMISSIONER MUTUALLY AGREE AS FOLLOWS:

Section 1. Representations of the Parties:

Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

(b) The County has validly adopted a resolution to authorize it to enter this Agreement at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

Section 2. Term of Agreement:

The County, acting by and through the Tax Commissioner, agrees that the Tax Commissioner will perform services related to the billing and collecting of all municipal ad valorem taxes owed to the City beginning on the effective date of this Agreement and ending on December 31, 2024.

Section 3. Compensation for Services:

For the increased duties of the Tax Commissioner in regard to these services, the City shall pay to the Tax Commissioner the sum of One Dollar (\$1.00) for each lot, parcel, and tract of land, each mobile home, and each personal property account billed for ad valorem taxes in the City for each year the term of this agreement remains in effect. In addition, the City will pay to the County, the sum of Eight Dollars (\$8.00) for each lot, parcel, and tract of land, each mobile home, and each personal property account billed for ad valorem taxes in the City for each year the term of this Agreement remains in effect. The compensation schedule is substantially approximate to the cost to the County for the provision of these services. One Dollar (\$1.00) of the County's Eight Dollar (\$8.00) compensation received pursuant to this Agreement shall be used in the Tax Commissioner's operating budget as directed by the Tax Commissioner. The payments under this Agreement shall be tendered to the County annually at the time the Tax

Commissioner completes compilation of the tax digest for the City and it is approved by the State of Georgia.

Section 4. Covenants and Agreements of County and Tax Commissioner:

(a) The County, acting by and through the Tax Commissioner, shall send the appropriate tax bill to each owner of property in the City for ad valorem taxes in accordance with the millage rate as determined by the City. The Tax Commissioner shall supply to the City a list of all property owners billed and the amount billed at the time the tax digest is prepared, and the Tax Commissioner shall remit to the City all amounts collected pursuant to this Agreement on a monthly basis.

(b) The County, acting by and through the Tax Commissioner, shall have the discretion and authority to invoke any remedy permitted to the City for collection of said taxes, and the City agrees to cooperate fully when requested by the County or Tax Commissioner.

(c) The County, acting by and through the Tax Commissioner, shall furnish and maintain adequate equipment to generate and store necessary billing documents.

(d) The County, acting by and through the Tax Commissioner, shall employ and equip an adequate staff capable of performing the duties assigned to them by the City.

Section 5. Mutual Agreement:

(a) The County shall maintain adequate records showing each billed person's address and the amount of billing and collection, and the County shall make the same available to the City to determine the accuracy of billing and collection.

(b) The City acknowledges that the Tax Commissioner, in her sole discretion, may issue an execution (fieri facias) against the taxpayer if property taxes for property within the incorporated City are not paid when due. The Tax Commissioner as Ex-Officio Sheriff has the

authority to levy against and sell the property within the incorporated City to pay the delinquent taxes. In the event such property is sold at a tax sale, the proceeds are distributed to the City for which the City hereby acknowledges that said sale is to its benefit.

(c) In the event a tax sale is voided by the Tax Commissioner, proper legal authority, or a sale is voided due to a mistake or other reasons under which a property within the incorporated City is brought to sale, the City hereby agrees to repay to the Tax Commissioner (or have deducted from its next monthly payment from the County to the City) the amount of City Taxes that were purportedly due, owed, and received by the City through this Agreement from the sale of property, provided, however, that within three (3) years of the tax sale, the Tax Commissioner notifies the City of her mistake and requests repayment of those monies that have been paid out to the City. The notification shall provide the reasons for the mistake and the name to whom repayment has or will be paid. This subsection shall survive the termination of this Agreement as set forth in Section 6(f) for a period of three years following any tax sale brought by the Tax Commissioner under Section 5(b).

(d) In the event the Tax Commissioner adjusts taxes, a portion thereof, or an overpayment of taxes, and upon written notification with an annotation describing the circumstance of the adjustment or refund, either (i) the County will refund the overpayment to the taxpayer and said overpayment will be deducted from the next monthly payment to the City, or (ii) if the next monthly payment to the City is less than the amount of overpayment, the City agrees to pay the taxpayer directly from its Finance Office the adjustment of refund for the amount of City taxes.

(e) In addition to all other rights and powers pertaining to the City by virtue of this Agreement or otherwise, the City reserves the right to terminate and cancel this Agreement and

all rights and privileges of the County hereunder in the event the County or Tax Commissioner violate any provision of this Agreement, except where such violation is without fault or through the County's or Tax Commissioner's excusable neglect, provided however, such notice of termination and cancellation to the County shall be made no later than May 1st of the year.

(f) The City shall have the sole authority to set the millage rate for ad valorem taxes within the City.

Section 6. Miscellaneous Provisions:

(a) Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 *et. Seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code and the parties hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration.

(b) Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

(c) Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

(d) Assignment Allowed. The County, acting by and through the Tax Commissioner, may transfer or assign or subcontract any portion of this agreement without the prior written approval of the City.

(e) Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below:

(1) Villa Rica – Mayor, City of Villa Rica, 571 W. Bankhead Highway, Villa Rica, Georgia 30180

(2) Carroll County – Chairman, Carroll County Board of Commissioners, P.O. Box 338, Carrollton, Georgia 30112

(3) Tax Commissioner – 423 College Street, Room 401, Carrollton, Georgia 30117

All notices shall be sent to the successors in office to any of the foregoing. Furthermore, each of the foregoing officials shall have the right to designate in writing one project representative to receive notices in their stead.

(f) Term of Agreement. This Agreement shall become effective immediately upon execution by the parties hereto and shall extend to December 31, 2024.

[The immediately following page is the signature page.]

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals.

CARROLL COUNTY, GEORGIA

By: _____
Michelle Morgan, Chairman
Board of Commissioners

ATTEST:

Clerk
Carroll County Board of Commissioners

CITY OF VILLA RICA, GEORGIA

By: _____
Mayor

ATTEST:

City Clerk

TAX COMMISSIONER

By: _____
Vickie Bearden, Tax Commissioner

INTERGOVERNMENTAL AGREEMENT FOR-~~1~~
MUNICIPAL AD VALOREM TAX COLLECTION SERVICES-

-THIS INTERGOVERNMENTAL AGREEMENT is made and entered into on this ____ day of ~~June 2017~~, 2021, and is by and amongst THE MAYOR AND COUNCIL OF THE CITY OF VILLA RICA, GEORGIA, a Georgia ~~Municipal Corporation~~municipal corporation (hereinafter referred to in this Agreement as the “City”), THE ~~CHAIRMAN~~CHAIRMAN AND BOARD OF COMMISSIONERS OF CARROLL COUNTY, GEORGIA, (hereinafter referred to in this agreement as the “County”), and THE TAX COMMISSIONER OF CARROLL COUNTY (hereinafter referred to in this agreement as the “Tax Commissioner”), and pursuant to the authority granted in the Georgia Constitution of 1983, Article 9, Section 3, Paragraph 1 and O.C.G.A. § 48-5-359.1.

WITNESSETH:

WHEREAS, the City has a need for services relating to the collection of municipal ad valorem taxes, both personal and real property taxes, and desires to engage the Tax Commissioner to perform ad valorem tax collection services; and

WHEREAS, the County agrees and consents to the provision of municipal ad valorem tax collection services by and through the Tax Commissioner for the City as such services will result a cost savings and an efficient delivery of services to best serve all County and City citizens.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, and for other good and valuable consideration set out in Section Three (3) below given each other, the receipt and sufficiency of which is hereby acknowledged, the CITY, COUNTY, AND TAX COMMISSIONER MUTUALLY AGREE AS FOLLOWS:

~~-Section 1.~~ Representations of the Parties:

Each party hereto makes the following representations and warranties, which are specifically relied upon by all of the other parties as a basis for entering this Agreement:

(a) The City has validly adopted a resolution to authorize it to enter this ~~Agreement~~ at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

(b) The County has validly adopted a resolution to authorize it to enter this ~~Agreement~~ at a public meeting pursuant to the Open Meetings Act, O.C.G.A. §§ 50-14-1 *et seq.*

-Section 2. Term of Agreement:

The County, acting by and through the Tax Commissioner, agrees that the Tax Commissioner will perform services related to the billing and collecting of all municipal ad valorem taxes owed to the City beginning on the effective date of this Agreement and ending on December 31, ~~2020~~2024.

Section 3. Compensation for Services:

For the increased duties of the Tax Commissioner in regard to these services, the City shall pay to the Tax Commissioner the sum of ~~one~~One ~~dollar~~Dollar (\$1.00) for each lot, parcel, and tract of land, each mobile home, and each personal property account billed for ad valorem taxes in the City for each year the term of this agreement remains in effect. In addition, the City will pay to the County, the sum of ~~eight~~Eight Dollars (\$8.00)~~-dollars~~ for each lot, parcel, and tract of land, each mobile home, and each personal property account billed for ad valorem taxes in the City for each year the term of this Agreement remains in effect. The compensation schedule is substantially approximate to the cost to the County for the provision of these services. One Dollar (\$1.00) of the County's Eight Dollar (\$8.00) compensation received pursuant to this Agreement shall be used in the Tax Commissioner's operating budget as directed by the Tax Commissioner. The payments under this Agreement shall be tendered to the County annually at

the time the Tax Commissioner completes compilation of the tax digest for the City and it is approved by the State of Georgia. _

~~-~~Section 4. Covenants and Agreements of County and Tax Commissioner:

(a) The County, acting by and through the Tax Commissioner, shall send the appropriate tax bill to each owner of property in the City for ad valorem taxes in accordance with the millage rate as determined by the City. The Tax Commissioner shall supply to the City a list of all property owners billed and the amount billed at the time the tax digest is prepared, and the Tax Commissioner shall remit to the City all amounts collected pursuant to this Agreement on a ~~weekly~~monthly basis.

~~-(b)~~ The County, acting by and through the Tax Commissioner, shall have the discretion and authority to invoke any remedy permitted to the City for collection of said taxes, and the City agrees to cooperate fully when requested by the County or Tax Commissioner.-

~~-(c)~~ The County, acting by and through the Tax Commissioner, shall furnish and maintain adequate equipment to generate and store necessary billing documents.

~~-(d)~~ The County, acting by and through the Tax Commissioner, shall employ and equip an adequate staff capable of performing the duties assigned to them by the City.-

~~-~~Section 5. Mutual Agreement:

(a) The County shall maintain adequate records showing each billed person's address and the amount of billing and collection, and the County shall make the same available to the City to determine the accuracy of billing and collection.

~~-(b)~~ The City acknowledges that the Tax Commissioner, in her sole discretion, may issue an execution (fieri facias) against the taxpayer if property taxes for property within the incorporated City are not paid when due. The Tax Commissioner as Ex-Officio Sheriff has the

authority to levy against and sell the property within the incorporated City to pay the delinquent taxes. In the event such property is sold at a tax sale, the proceeds are distributed to the City for which the City hereby acknowledges that said sale is to its benefit.

(c) In the event a tax sale is voided by the Tax Commissioner, proper legal authority, or a sale is voided due to a mistake or other reasons under which a property within the incorporated City is brought to sale, the City ~~herby~~hereby agrees to repay to the Tax Commissioner (or have deducted from its next monthly payment from the County to the City) the amount of City ~~taxes~~Taxes that were purportedly due, owed, and received by the City through this Agreement from the sale of property, provided, however, that within three (3) years of the tax sale, the Tax Commissioner notifies the City of her mistake and requests repayment of those monies that have been paid out to the City. The notification shall provide the reasons for the mistake and the name to whom repayment has or will be paid. This subsection shall survive the termination of this Agreement as set forth in Section 6(f) for a period of three years following any tax sale brought by the Tax Commissioner under Section 5(b).

(d) In the event the Tax Commissioner adjusts taxes, a portion thereof, or an overpayment of taxes, and upon written notification with an annotation describing the circumstance of the adjustment or refund, ~~the City hereby~~either (i) the County will refund the overpayment to the taxpayer and said overpayment will be deducted from the next monthly payment to the City, or (ii) if the next monthly payment to the City is less than the amount of overpayment, the City agrees to pay the taxpayer directly from its Finance Office the adjustment of refund for the amount of City taxes.-

(e) In addition to all other rights and powers pertaining to the City by virtue of this Agreement or otherwise, the City reserves the right to terminate and cancel this Agreement and

all rights and privileges of the County hereunder in the event the County or Tax Commissioner violate any provision of this Agreement, except where such violation is without fault or through the County's or Tax Commissioner's excusable neglect, provided however, such notice of termination and cancellation to the County shall be made no later than May 1st of the year.

(f) The City shall have the sole authority to set the millage rate for ad valorem taxes within the City.

-Section 6. Miscellaneous Provisions:

(a) Arbitration. The parties hereby agree to submit any controversy arising under this Agreement to arbitration pursuant to the provisions of O.C.G.A. § 9-9-1 *et. Seq.*, the Georgia Arbitration Code. Such arbitration shall in all respects be governed by the provisions of the arbitration code and the parties ~~herby~~ hereby agree to comply with and to be governed by the provisions of said arbitration code as to any controversy so submitted to arbitration.

(b) Counterparts. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

~~-(c)~~ Severability. Should any provision of this agreement or application thereof to any person or circumstance be held invalid or unenforceable, the remainder of this agreement, or the application of such provision, to any person or circumstance, other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision of this agreement shall be valid and enforceable to the full extent permitted by law.

~~-(d)~~ Assignment Allowed. The County, acting by and through the Tax Commissioner, may transfer or assign or subcontract any portion of this agreement without the prior written approval of the City.

(e) Notices. All notices, demands, or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective on being deposited in the United States mail, postage prepaid and registered, or certified with return receipt requested to the addresses appearing on the executed page hereof, or when delivered by hand to the addresses shown below ~~or when transmitted to any telex number appearing below; provided, however, in those cases where a telex number is stated on the execution page for a particular party, notice to such party must be given by telex message to such number to be an effective notice hereunder:~~

(1) Villa Rica, ~~==~~ Mayor, City of Villa Rica, 571 W. Bankhead Highway, Villa Rica, Georgia 30180

(2) Carroll County – Chairman, Carroll County Board of Commissioners, P.O. Box 338, Carrollton, Georgia 30112

(3) Tax Commissioner ~~—Carroll County Tax Commissioner,~~ 423 College Street, Room 401, Carrollton, Georgia 30117

All notices shall be sent to the successors in office to any of the foregoing. Furthermore, each of the foregoing officials shall have the right to designate in writing one project representative to receive notices in their stead.-

(f) Term of Agreement. This Agreement shall become effective immediately upon execution by the parties hereto and shall extend to December 31, ~~2020~~2024.¹

¹

¹

[The immediately following page is the signature page.]¹

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals. ¶

—CARROLL COUNTY, GEORGIA

¶

BY: _____
_____ Marty W. Smith ¶

By: _____
_____ Michelle Morgan, Chairman ¶
_____ Board of Commissioners

ATTEST: ¶

_____ Susan Mabry, Clerk
Carroll County Board of Commissioners ¶

CITY OF VILLA RICA, GEORGIA

¶

BY: _____
_____ Jeff Reese, ¶

By: _____
_____ Mayor

ATTEST:

_____ Alisa Doyal, City Clerk ¶
City of Villa Rica ¶

TAX COMMISSIONER 

BY:

_____ 





By: _____ 

____ Vickie Bearden, Tax Commissioner

Document comparison by Workshare 10.0 on Friday, April 2, 2021 3:30:27 PM

Input:	
Document 1 ID	iManage://192.168.0.27/TTVGIMAN/905449/1
Description	#905449v1<TTVGIMAN> - 2017 intergovernmental agreement for municipal ad valorem tax collection services (villa rica)
Document 2 ID	iManage://192.168.0.27/TTVGIMAN/903249/2
Description	#903249v2<TTVGIMAN> - 2021 Intergovernmental Agreement for Municipal Ad Valorem Tax Collection - Villa Rica / Tax Commissioner / Carroll County
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	54
Deletions	55
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	109

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

City of Villa Rica



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

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

MEETING MINUTES OF THE CITY COUNCIL

Holt-Bishop Justice Center, 101 Main Street
Tuesday, March 9, 2021 | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

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

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

Invocation: Pastor Alan Trippe, Gospel Life Church

Pledge of Allegiance: Sergeant Drew Fowler, Villa Rica Police Department

Adoption of Agenda (Mayor Gil McDougal)

Councilman Danny Carter moved to table the Community Development Agenda Item #4-Ordinance Revision and the City Manager Agenda Item #1-State Highways.

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

SPLOST Highlights – Commissioner Clint Chance and Communications Director Ashley Hulsey

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

Council Updates (Subjects of General Interest and Concern)

Councilwoman Leslie McPherson thanked staff for the Popup Concert Event last week and the upcoming one on Friday night.

A. Consent Agenda (Mayor Gil McDougal)

Mayor Gil McDougal presented the Consent Agenda Items for approval.

1. Residential Subdivision Design Guidelines – Information Only
2. Stockmar Road Drainage at 2004 Hubbard Court Engineering Design Recommendation
3. EPD Mandated Long Term Water Quality Monitoring
4. Purchase 2021 Ford F250 Service Truck for Building and Fleet Department
5. Purchase 2021 Ford F250 Crew Cab for Building Inspection Department

6. Mobile Covered Stage – July 3rd Fireworks Show Event
7. Fireworks Vendor – July 3rd Fireworks Show Event
8. Renewal of Worker’s Compensation Insurance for 2021-2022
9. Approval of Bank Signature Cards
10. FY 2021 Budget Amendments #73-94
11. Approve Installation of Street Lights on Ramp from Hwy 78 up to Liberty Road
12. Adoption of Resolution Approving the Issuance of Tax-Exempt Revenue Bonds
13. Approval of Agreement with The PHIA Group Cover

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

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

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes
 - a. Council Meeting Minutes of February 9, 2021.

Councilman Michael Young moved to approve the Council Meeting Minutes of February 9, 2021.

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

C. 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)
 Public Hearing: None
 Councilman Michael Young moved to approve the alcohol beverage permit application for AMBROSIAN GROUP INC. d/b/a DAY-NITE FOOD STORE at 764 W. Bankhead Highway, Villa Rica, GA 30180.

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

2. ABL-04-21: Alcohol Beverage Permit for AZF ANACON LLC dba CARROLL ROAD SHOPPETTE (Bobby Elliott, Director)
 Public Hearing: None
 Councilman Danny Carter moved to approve the alcohol beverage permit application for AZF ANACON LLC dba CARROLL ROAD SHOPPETTE at 205 S. Carroll Road, Villa Rica, GA 30180.

RESULT:	ADOPTED (VOTE: 4-1)
MOVER:	Danny Carter, Councilman

SECONDER: Matthew Momtahan, Councilman
AYES: Carter, Momtahan, Young, McPherson
NAYS: Marchman

3. ABL-06-21: Alcohol Beverage Permit for 9600 QUICK MART LLC located 9600 Conners Road and Public Hearing (Bobby Elliott, Director)

Public Hearing: None

Councilman Michael Young moved to approve the alcohol beverage permit application for 9600 QUICK MART LLC at 9600 Conners Road, Suite B, Villa Rica, GA 30180.

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

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

1. Sound and Lighting – July 3rd Fireworks Show Event

Councilman Michael Young moved 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.

MOVER: Michael Young, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Young, Marchman, Carter, McPherson, Momtahan

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

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

Councilman Danny Carter moved 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 A Taste of Villa Rica.

RESULT: **ADOPTED (VOTE: 2-0, 3-Abstained)**
MOVER: Danny Carter, Councilman
SECONDER: Shirley Marchman, Councilwoman
AYES: Carter, Marchman
ABSTAINED: Momtahan, Young, McPherson

F. Finance (Sarah Andrews, Chief Financial Officer)

1. Financial Update: January 2021

CFO Sarah Andrews presented the January 2021 Financial Report.

G. City Manager (Tom Barber)

1. Appointment of Deputy City Manager/CFO

Councilman Danny Carter moved to appoint Sarah Andrews as Deputy City Manager/CFO effective immediately.

RESULT: **ADOPTED (UNANIMOUS)**

MOVER: Danny Carter, Councilman
SECONDER: Michael Young, Councilman
AYES: Carter, Young, Marchman, McPherson, Momtahan

3. Upgrade Recreation Leader to Manager Position

Councilman Michael Young moved to upgrade the Recreation Leader position to a Recreation Maintenance Manager position effective immediately.

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

City Manager's Report (Tom Barber)

City Manager Tom Barber gave an update of city projects.

Adjournment

Councilman Danny Carter moved to adjourn, seconded by Councilwoman Shirley Marchman. Vote: 5/0. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Gil McDougal, Mayor

Alisa Doyal, City Clerk

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

City of Villa Rica



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

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770.459.7000 | VILLARICA.ORG

SPECIAL CALLED COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street

March 26, 2021 | 4:30 pm

Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 4:30 pm.

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

Adoption of Agenda (Mayor Gil McDougal)

Councilman Michael Young made the motion to adopt the agenda.

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

Public Comment – No one came forward for Public Comment.

A. Governing Body (Mayor Gil McDougal)

1. Appointment of Lavon King as Public Works Director (Tom Barber, City Manager)
Councilman Michael Young moved to approve Lavon King as the City's Public Works Director, effective after he serves his notice with Douglas County.

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

2. Appointment of Jennifer Hallman as Finance Director (Tom Barber, City Manager)
Councilman Matthew Momtahan moved to approve Jennifer Hallman as the City's Finance Director, effective immediately.

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

B. Public Works (Bobby Elliott, Director)

1. Purchase 2021 Ford F-250 Crew Cab for Public Works Director (Nic Griffin, Maintenance Manager)
Councilwoman Leslie McPherson moved to authorize the City Manager to purchase a 2021 F-250 from Peach State Ford in the amount not to exceed \$32,961.38.

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

C. City Manager (Tom Barber)

1. Approval of Special Event Permit Application and Sale of Alcohol for West Georgia Cornhole
Councilman Michael Young moved to authorize the City Manager to approve the special event permit application for Saturday, April 10 from West Georgia Cornhole for their first annual cornhole tournament and to also authorize the on-site sale of alcohol.

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

Adjournment

Councilman Michael Young moved to adjourn, seconded by Councilwoman Shirley Marchman. The vote to adjourn was unanimous. Mayor Gil McDougal adjourned the meeting.

Gil McDougal, Mayor

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Sponsorship of Clean Up Event by Keep Carroll Beautiful

AGENDA DATE: April 13, 2021

DATE PREPARED: April 01, 2021

PREPARED BY: Tom Barber

AMOUNT: \$1,000

GL ACCOUNT #: 100-1110-579100

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To approve a sponsorship of \$1,000 of a recycling event on October 16 at Midway Church.

BACKGROUND: Keep Carroll Beautiful organizes recycling events throughout the County. They are planning one in Villa Rica and request our participation.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Materials collected during Keep Carroll Beautiful events reduce the amount of materials we pick up during our annual clean up week in October.

MOTION: I move to approve a sponsorship of \$1,000 to Keep Carroll Beautiful for their 2021 recycling event in Villa Rica.



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-02-20 – 450 Edge Road (Parcel No: 01450250026)

CITY COUNCIL AGENDA DATE: April 13, 2021

DATE: March 26, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: LIT Acquisitions, LLC of Dallas, TX is requesting a rezoning from C2 -Commercial Medium-Density to I2 –Industrial Medium-Density in order to permit the construction of a proposed 347,760 square foot warehousing and distribution facility on a 25.83 +/- acre site on the northwest corner of the intersection of Liberty Road and Edge Road.

BACKGROUND: The parcel in question is semi-vacant with a trucking use located on the far western edge of the property. The remaining portions of the lot is vacant. The parcel is currently zoned C2 – Commercial Medium-Density, and was previously zoned General Commercial under the previous zoning ordinance.

STAFF RECOMMENDATION: Staff recommends approval of this rezoning with the following conditions:

1. Installation of a minimum 3' high berm, 8' decorative opaque privacy fencing and dense shrubbery that matures to a height of at least 8' to be located on the highest elevation along the Edge Road frontage adjacent to all residential properties. The plantings and privacy fencing should be located on the highest point of the berm in order to provide maximum privacy for residential uses across Edge Road. Final placement should be approved by staff during the plan review phase.
2. The driveway on Liberty Road should be a "right turn in, right turn out" driveway with restrictions on left hand turn movement in and out of the facility.
3. The driveway along Edge Road should have a restricted "left hand turn only" operation for truck traffic exiting the property in order to prevent truck traffic from traveling west of the site on Edge Road.
4. All existing gravity sewer lines must be rerouted beyond the building parking lot and driveways to a pervious location on the lot.
5. Installation of all off-site traffic improvements indicated in the traffic study addendum dated March 24, 2021.

PLANNING COMMISSION: Denied (3-2)

IMPACT: N/A

MOTIONS:

I make a motion to approve the rezoning proposal made by LIT Acquisitions, LLC with five aforementioned conditions as indicated in staff testimony and on the staff report dated March 25, 2021.



Planning & Zoning

Community Development Department

RA-02-20

Council Ward: 5

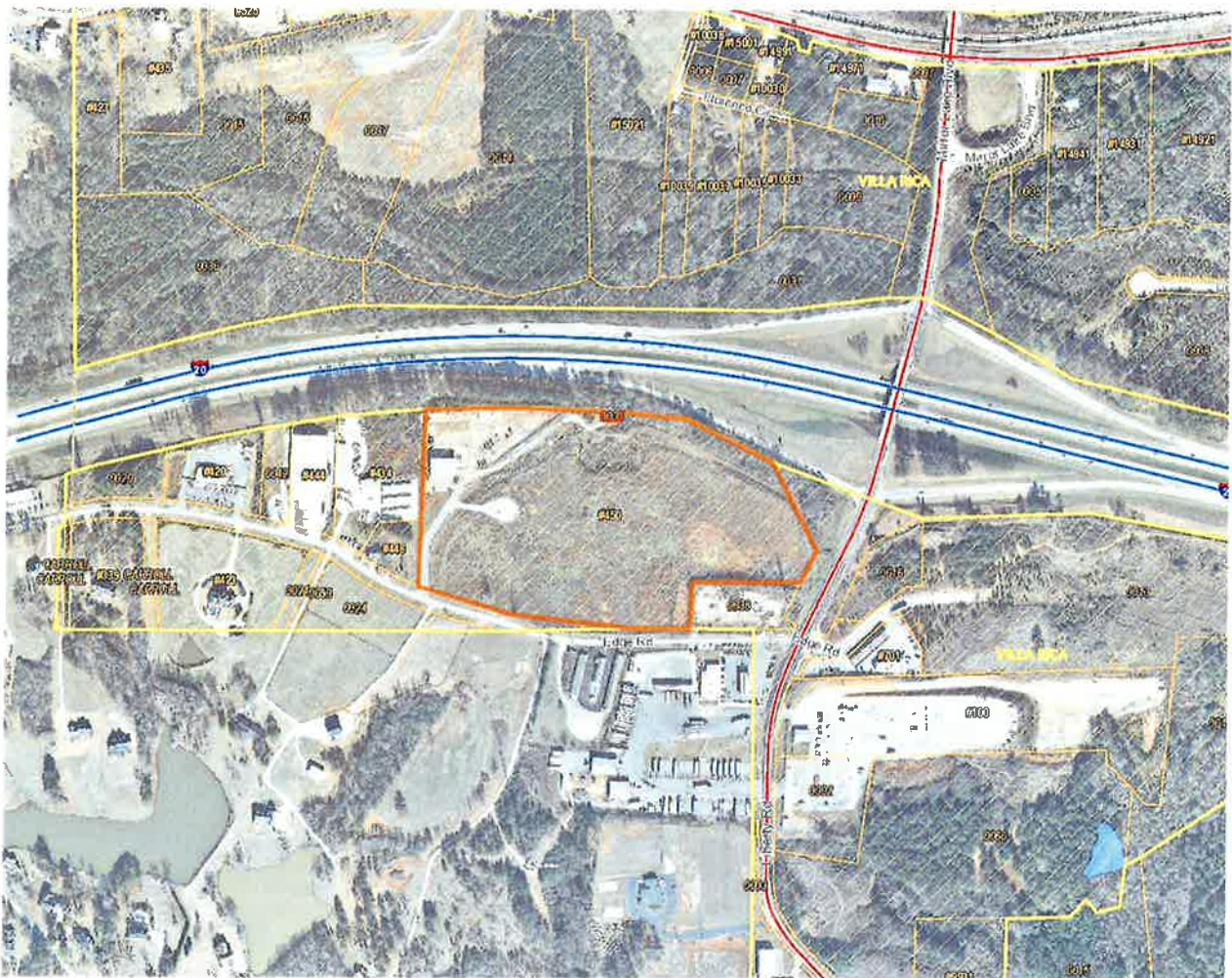
Planning Board Member: Mac Pilgrim

City Council Member: Danny Carter

Public Hearing Dates

Planning Commission: November 3, 2020 / March 2, 2021 **City Council:** April 13, 2021

Request: Rezone a 25 +/- acre property from Commercial Medium-Density (C2) to Industrial Medium-Density (I2) for a proposal to construct a 347,760 square foot warehousing/distribution facility.



Applicant: LIT Acquisitions, LLC
1717 McKinney Ave., Suite 1900
Dallas, TX 75202

Acres: 25.83 +/- acres
Current Land Use: Industrial/Vacant
Future Land Use Map Designation: I-20
Gateway/Industrial Character Area

Parcel Number(s): 01450250026

Location: 450 Edge Road, Villa Rica, Douglas County, GA 30180

Project Description:

The applicant is requesting a rezoning from Commercial Medium-Density (C2) to Industrial Medium-Density (I2) in order to construct a proposed 347,760 square foot warehousing and distribution facility on a 25.83 +/- acre site on the northwest corner of the intersection of Liberty Road and Edge Road.

Surrounding Properties:

Current Zoning		Land Use
North	N/A (I-20)	I-20 Gateway Character Area
East	Commercial Medium-Density (C2)	I-20 Gateway Character Area
South	Single-Family Agricultural (AG) Commercial Medium-Density (C2)	Suburban Neighborhood Industrial Character Area
West	Commercial Medium-Density (C2)	Industrial Character Area

Rezoning Review Standards:

The Zoning Ordinance of the City of Villa Rica, Section 11.05(2)(b), requires the Planning & Zoning Commission and the legislative body to pay reasonable regard to the following when preparing and considering proposed amendments:

i. The Comprehensive Plan;

Future Land Use Map

The Future Land Use Plan prescribes "I-20 Gateway Character Area" and "Industrial Activity Center" as a future land use for the parcel. The intent of the I-20 Gateway Character Area is to "Enhance entrances into the city from I-20 and facilitate access to goods and services to serve residents and commuters. Create employment opportunities where a location benefits from interstate proximity and available infrastructure." The character area has design principles that recommend higher intensity due to location adjacent to interstate interchange, with commercial, mixed use, professional office and civic benefit uses as proposed uses.

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the I-20 Gateway Character Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

Appropriate Zoning Categories - I-20 Gateway Character Area	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
General Commercial (GC)	Commercial Medium-Density (C2)
Office Institutional (OI)	Office Medical Institutional (OMI)
Light Industrial (LI)	Industrial Low-Density (I1)
Multi-Family (R-14)	Single Family Attached (SFA) Multifamily Low-Density (MF1) Multifamily Medium Density (MF2)
Planned Development (PD)	Planned Unit Development (PUD)

The applicant's requested zoning change to the I2 Zone is not supported by the I-20 Gateway Character Area, as I2 is not a recommended zoning category.

The intent of the Industrial Activity Center is intended to "enhance and create concentrated industrial uses that minimize disruption of normal traffic flow." The activity center is characterized by "large building footprints and lots usually in excess of five (5) acres, where truck access is of primary concern." The Comprehensive Plan also indicates that when feasible, campus-style industrial developments are encouraged, with an emphasis on high quality construction and design and inter-connectivity, with a moderate to high intensity. Primary future land uses in the Industrial Activity Center is limited and heavy industrial uses, and heavy commercial.

The Comprehensive Plan indicates the following zoning categories as appropriate zoning categories for the Industrial Activity Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

<u>Appropriate Zoning Categories – Industrial Activity Area</u>	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Heavy Commercial (HC)/General Commercial (GC)	Commercial Medium-Density (C2)
Heavy Industrial (HI)/General Industrial (GI)	Industrial Medium-Density (I2)
Light Industrial (LI)	Industrial Low-Density (I1)

The I2 Zone is supported by the Industrial Activity Area and would be compatible by this Future Land Use Map designation.

Relation to the Comprehensive Plan Policies:

Development Planning (DP)

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

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

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

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

DP Strategy 4.3: Promote development patterns that incorporate human-scale development, and a walkable community that contains a variety of uses in a compact area

DP Strategy 5.3: Review design standards for industrial, commercial, and similar development to ensure high quality construction standards are consistently applied to development

DP Strategy 5.4: Evaluate industrial and commercial areas to ensure uses are appropriately screened, especially when adjacent to a residential area

DP Strategy 6.1: Evaluate need to develop design standards for corridor development to help mitigate traffic mobility issues in high traffic areas and to ensure that new development/ redevelopment is designed to be compatible with the function of the corridors

DP Strategy 6.3: Coordinate decisions related to land use and zoning designations with transportation/ capital improvement projects

Social and Economic Development (SED)

SED Strategy 3.2: Promote high quality Employment Centers (Industrial, Commercial, Office, Gateway) through enforcing development regulations related to building and site design and buffer and landscaping requirements, in accordance with the Future Development Guide

SED Strategy 3.3: Identify and promote opportunities for higher paying jobs and small business

SED Strategy 3.4: Identify opportunities to accommodate expansion of industrial real estate (including infill development), where appropriately located

ii. Current conditions and the character of current structures and uses in each district;

A large expanse of the property is currently vacant and undeveloped. A tanker trucking operation is located on the property on the far western section of the parcel in a small single-story building with accessory truck parking. The character of the I2 zone is industrial in nature, and all uses north of Edge Road are low-intensity industrial uses, although those properties are zoned C1 – Commercial Low-Density.

iii. The most desirable use for which the land in each district is adapted;

The location of the property adjacent to I-20 is most attractive for commerce and high traffic uses such as industrial and commercial uses. Liberty Road and Edge Road hosts several low intensity industrial uses and uses served by truck traffic. There's currently no commercial activity (other than two gas stations/truck travel centers) on either roadway. The area south of I-20 near Liberty Road could potentially support commercial activity for the several subdivisions and neighborhoods nearby.

iv. The conservation of property values throughout the jurisdiction; and

The property values for Industrial zoned properties nearby is projected to increase based on less industrial zoned properties of this size available in the city upon development. There will be approximately six lots remaining throughout the city that are at least 20 acres in size and

zoned industrial. Surrounding properties would also be positively impacted as the current tract is mostly vacant and underdeveloped.

v. Responsible development and growth

Locating higher density and intensity uses near interstate highways and major roadways are encouraged in the Comprehensive Plan.

The State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The surrounding area is a mix of industrial uses and industrial geared services along Liberty Road and north of Edge Road. There are single-family residential uses and zoning south of Edge Road. The I2 Zone permits primarily industrial land uses, including manufacturing facilities and uses that produce pollution and increased truck traffic. The property is located across from a PILOT truck stop that services primarily travelers along I-20, and several truck-related uses already existent on Edge Road. Therefore, the property may be suitable for further industrial development should there be proper buffering and screening from residential uses on the south side of Edge Road, along with certain traffic improvements on and off-site to minimize impact to nearby residents.

B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

The adjacent PILOT truck stop may benefit from new facility as the increased truck traffic is likely to use the PILOT truck stop. Other nearby industrial uses are not expected to be affected. The residential uses nearby may be negatively impacted by an industrial use constructed at the property, but will not affect the usability of any residential use for its intended purpose.

C. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The property does have a reasonable economic use as it's currently zoned. The C2 Zone is the most intense commercial zone in the city and permits the most uses of any zone on the zoning map, and includes retail, office, hotel and restaurant uses, amongst others. The proximity to I-20 also improves the likelihood of a commercial use locating on the property.

D. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

The use will cause an increase in traffic that will need to utilize city streets in order to get to and from I-20. The existing street network and intersections were studied as ordered by the Planning Commission in order to properly plan improvements to the surrounding streets. The applicant is proposing several improvements to both Liberty Road and Edge Road in order to meet the demand of trucks entering and exiting the facility.

E. If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

The City's Comprehensive Plan indicates that the western section of the lot is proposed to have industrial land uses, whereas the eastern section (near Liberty Road) is proposed to have commercial/mixed-use land uses. Therefore, the rezoning proposal is only partially supported by the Comprehensive Plan based on assessment of the character areas. However, the Comprehensive Plan does recommend that high density uses, such as industrial and heavy commercial uses, to be located nearest to the interstate, which this proposal accomplishes.

F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

There are no existing or changing conditions that will affect the developability of the parcel that has presented itself during application review.

Staff Comments:

This property sits on a prominent corner in the Douglas County portion of Villa Rica and serves as a "gateway" into the city from I-20. A rezoning from C2 to I2 would best facilitate development on this lot as there's existing industry nearby, and the character of Liberty Road near I-20 is undoubtedly industrial in nature. Despite this fact, this parcel has a split Future Land Use Map designation, and while the C2 Zone is considered an appropriate zoning category in both the I-20 Gateway Character Area and the Industrial Activity Center, the I2 Zone is *only* listed as an appropriate zoning classification in the Industrial Activity Center. Therefore, the proposal is only partially supported by the Comprehensive Plan.

It is important to consider the availability of lots that are at least 25 acres in size and zoned I2 because of an increasing need for regional warehousing and distribution facilities. From a cursory inspection of the Official Zoning Map, staff has identified approximately six total parcels that would fit that criteria. With so few parcels of this type and size in the city limits, the rezoning and addition of another parcel can be beneficial to allowing more space for industrial facilities in the city.

This is the largest vacant/semi-vacant parcel south of I-20 on Liberty Road and on Edge Road. The lot is located between light industrial uses on the east and west, as well as further south along Edge Road. The existing industrial character of the area would be connected should this lot be rezoned to Industrial. This would also be the only I2 zoned property south of I-20 in the city limits.

There are several concerns and thoughts expressed by staff that Council may choose to take into consideration upon deliberation, particularly:

- A traffic study indicating specific improvements has been supplied by the applicant at the request of the Planning Commission. The Liberty Road/Edge Road intersection does not currently have a traffic light. With anticipated truck demand for this facility, all proposed improvements cited in the traffic study should be followed by the applicant and approved by the City Engineer. There are also major traffic considerations at the I-20 EB exit/entrance ramps at Liberty Road, where turning left (away from the subject site) may be hampered even further by increased cross traffic on Liberty Road from truck drivers exiting I-20 WB and traveling southbound on Liberty Road.
- There are existing site line obstructions on Liberty Road south of the intersection with Edge Road that make left hand turns from Edge Road dangerous. A traffic light, turning lanes, acceleration and deceleration lanes and any other improvement should be

considered and be made mandatory should the City Engineer site such improvements in the traffic study as beneficial.

- The submitted site plan document indicates a driveway on Liberty Road and another driveway on Edge Road. The Liberty Road driveway should be “right turn in/ right turn out” whereas the driveway on Edge Road should be left turn exit, right turn entry in order to alleviate left hand turns into and out of the facility from Liberty Road northbound, and to limit truck traffic from traveling beyond the facility on Edge Road.
- The distance that the proposed Liberty Road driveway is from the I-20 ramp is proposed to be 236’, which is in excess of GDOT requirements of 230’. The City Engineer has recommended 300’ for additional safety.
- The Liberty Road and Edge Road intersection is approximately 177’ from the Liberty Road driveway, whereas the city’s development code requires 250’. This will be confirmed and will need to be rectified at the time of Plan Review.
- While buffering and screening on the southern property line along Edge Road is required, the Council may require additional buffering and screening beyond the ordinance’s 75’ landscape buffer requirement from public and private right-of-way including, but not limited to, privacy fencing and requiring additional evergreen tree units beyond those indicated in Table 7.9. The ordinance also requires perimeter landscaping for all off-street parking areas that can be satisfied via a planting area as indicated in 7.05(6)a and b. All parking lots are required to be screened adjacent to residential uses or zoning in accordance with Table 7.8, Table 7.9 and 7.10 (attached). Table 7.8 establishes that a “Type 4” buffer is required, which, as indicated in Table 7.9, consists of a 75’ buffer that requires an opaque fence or wall measuring 8’ in height. Staff has concerns that this standard may not provide adequate visual screening from residential uses, and a fence of the same height, along with shrubbery, should be considered on top of a 3’ high berm at the highest elevation within the 75’ buffer in order to provide the maximum level of screening, as the site slopes away from Edge Road towards I-20.

Recommendation:

Staff recommendation: **APPROVAL with Conditions**

Conditions:

1. Installation of a minimum 3’ high berm, 8’ decorative opaque privacy fencing and dense shrubbery that matures to a height of at least 8’ to be located on the highest elevation along the Edge Road frontage adjacent to all residential properties. The plantings and privacy fencing should be located on the highest point of the berm in order to provide maximum privacy for residential uses across Edge Road. Final placement should be approved by staff during the plan review phase.
2. The driveway on Liberty Road should be a “right turn in, right turn out” driveway with restrictions on left hand turn movement in and out of the facility.
3. The driveway along Edge Road should have a restricted “left hand turn only” operation for truck traffic exiting the property in order to prevent truck traffic from traveling west of the site on Edge Road.
4. All existing gravity sewer lines must be rerouted beyond the building parking lot and driveways to a pervious location on the lot.
5. Installation of all off-site traffic improvements indicated in the traffic study addendum dated March 24, 2021.

Public Notifications:

As required by Section 11.05 in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on October 20th, 2020 for the Planning Commission meeting and November 24th,

2020 for the City Council meeting; a sign has been posted on the subject properties; and all abutting property owners have received notification via certified mail.

Public Response:

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



Ronald Johnson, Planning and Zoning Specialist
Office of Community Development

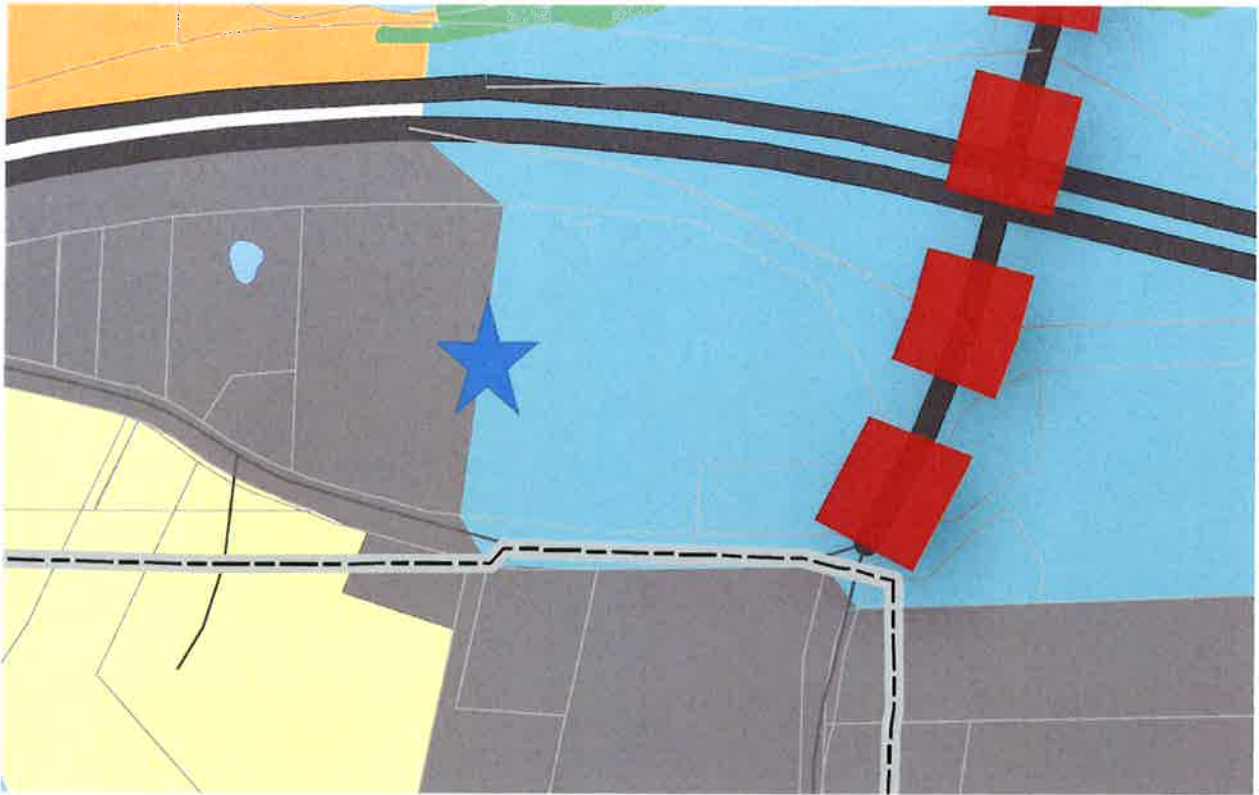
3-25-21

Date

Attachments:

1. Application for Zoning Map Amendment/Rezoning, dated August 20, 2020
2. Executed Purchase and Sale Agreement,
3. Letter of Permission to file the application from owner Nasser Ali Al-Anssi, dated August 28th, 2020
4. Application Checklist, dated September 9th, 2020 and updated March 24th, 2021
5. Letter of Intent/Applicant Statement, dated September 9th, 2020
6. Rezoning Plan, prepared by Ashley Pilcher; dated March 24th, 2021
7. Future Land Use Map Section
8. Zoning Map Section
9. Table 7.8 (Zoning Ordinance)
10. Table 7.9 (Zoning Ordinance)
11. Table 7.10 (Zoning Ordinance)
12. Traffic Study, prepared by NV5, undated
13. Traffic Safety Audit Addendum, dated March 24th, 2021, prepared by Lauren Leyrer, PE

Future Land Use Map:



CHARACTER AREAS

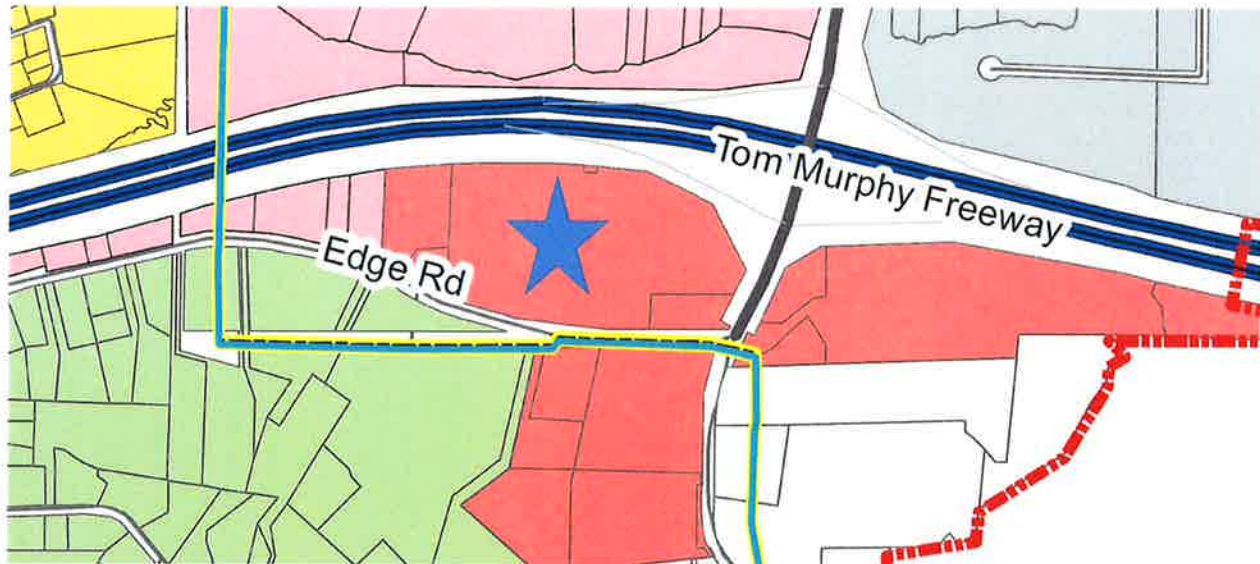
-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY



Zoning Map:



Zoning District Legend

-  City Boundary
-  AG - Single-Family Agricultural
-  R1 - Single-Family Suburban
-  R2 - Single-Family Urban
-  SFA - Single-Family Attached
-  MF1 - Multifamily Low-Density
-  MF2 - Multifamily Medium-Density
-  CBD - Central Business District
-  CMU - Commercial Mixed Use
-  C1 - Commercial Low-Density
-  C2 - Commercial Medium-Density
-  OMI - Office Medical Institutional
-  I1 - Industrial Low-Density
-  I2 - Industrial Medium-Density
-  PUD - Planned Unit Development

Table 7.8: Applicable Buffer Yard Types														
		New Residential Development						New Commercial Development					New Industrial Development	
		AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
Existing Residential	AG	-	1	1	2	3	3	3	3	3	4	3	4	4
	R1	-	-	1	2	3	3	3	3	3	4	3	4	4
	R2			-	1	2	3	3	3	3	4	3	4	4
	SFA				-	1	2	3	3	3	3	3	4	4
	MF1					-	1	2	2	2	3	2	3	4
	MF2						-	2	2	2	3	2	3	4
Existing Commercial	CBD							-	1	1	1	1	3	4
	CMU								-	1	1	1	3	4
	C1									-	1	1	2	4
	C2										-	1	2	4
	OMI											-	2	4
Existing Industrial	I1												-	3
	I2													-

- When a dissimilar land use locates next to an established residential land use within the same zoning classification, buffering and screening standards per Table 7.7: Buffer Yard Types Description for Buffer Yard Type 2 shall apply.

Table 7.9: Buffer Yard Types Description

Type 1	Buffer width - Ten (10) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 3.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 2.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least fifty percent (50%) of the unit value shall be derived from deciduous shade trees (overstory).	Type 3	Buffer width - Thirty (30) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least ten percent (10%) of the unit value shall be derived from Deciduous Shade Trees (overstory) or deciduous ornamental trees (understory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds shall be incorporated into the buffer yard design.
Type 2	Buffer width - Twenty (20) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 4.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 3.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least twenty-five percent (25%) of the unit value shall be derived from deciduous shade trees (overstory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds are encouraged to gain additional height.	Type 4	Buffer width - Seventy-five (75) feet. The buffer yard shall contain an opaque fence/wall a minimum of eight (8) feet in height. An undulating earthen mound may be substituted but the average maintained height with plant material shall be eight (8) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped). Seventy-five percent (75%) of the unit value shall be derived from evergreen trees. Fifty percent (50%) of required landscaping shall be on the adjacent property side of the fence.

Table 7.10: Unit Value of Landscape Material

Time of Planting Value	
Deciduous Tree (Overstory) (2 1/2" caliper)	0.75
Evergreen Tree (9' tall)	0.75
Deciduous Ornamental Tree (Understory) (1 1/2" caliper)	0.50
Evergreen Tree (4' tall)	0.50
Evergreen Shrub - Narrow Spread (4" tall)	0.25
Hedge Plant (24" - 30" tall)	0.05
Earthen Mound (3' tall)	0.50
Earthen Mound (6' tall)	1.00
Earthen Mound (9' tall)	1.50



City of Villa Rica

APPLICATION FOR ZONING ORDINANCE TEXT/ZONING MAP AMENDMENT

☐

OFFICIAL ZONING ORDINANCE TEXT AMENDMENT

☒

OFFICIAL ZONING MAP AMENDMENT

CHECK ONE

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

Day of Application: 09/09/2020

APPLICANT

Applicant Name: LIT-Acquisitions, LLC

Address: 1717 McKinney Ave., Suite 1900 City: Dallas State: TX Zip Code: 75202

Phone: 214-647-4929 Fax: _____ Email: Andy.Sitzer@Clarionpartners.com

Agent Name: Andy Sitzer

Address: 1717 McKinney Ave., Suite 1900 City: Dallas State: TX Zip Code: 75202

Phone: 214-647-4929 Fax: _____ Email: Andy.Sitzer@Clarionpartners.com

Owner Name (If different from applicant): Nasser Ali Al-Anssi and Marion E. Gamber

Address: 525 Hurricane Shoals oad City: Lawrenceville State: GA Zip Code: 30046

Phone: _____ Fax: _____ Email: _____

NOTE: A NOTARIZED STATEMENT SIGNED BY THE PROPERTY OWNER(S) AUTHORIZING THE APPLICANT TO MAKE THIS REQUEST SHALL BE ATTACHED TO THIS APPLICATION).

REZONING REQUEST

Existing Zoning: C2 - Commercial Medium - Density Requested Zoning: I2 - Industrial

Property Address: 450 Edge Road City: Villa Rica State: GA Zip Code: _____

Nearest Intersection: Edge Road and Liberty Road

Present Use of Property: Nasser Heavy Equipment

Proposed Use: Industrial Warehouse

Size of Tract: 25.91 acres Land Lot Numbers: 145 & 146 Districts: 2nd

Gross Density: N/A Unit(s) Per Acre Net Density: N/A Unit(s) Per Acre

Property Tax Parcel Number: 01450250026



Case # _____

REZONING APPLICATION REVIEW

FOR OFFICE USE ONLY

Total Amount Paid: \$ _____ Cash _____ Check Number _____ Received by: _____
Application Checked by: _____ Date: _____ Map Number(s): _____
Planning Commission: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How Many: _____
City Council Decision: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How Many: _____
Manager's Signature _____ Date: _____

The procedure for amending the Official Zoning Ordinance text, or making changes to the Official Zoning Map are set forth in Section 2.03.B of the Official Zoning Ordinance. Generally, the amendment process involves review by the Community Development Director and the Planning Commission with a final review and decision by the City Council.

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

Andy Sitzer

Signature

09/09/2020

Date

REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICAL ZONING ORDINANCE TEXT AMMENDMENT

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with the Official Zoning Ordinance.

- ☐ 1. Proposed text amendment;
- ☐ 2. Written statement describing reasons for the proposed text amendment; and
- ☐ 3. Any other exhibits as may be required by the Community Development Director.

NASSER ALI AL-ANSSI
MARION E. GAMBER
525 Hurricane Shoals Road
Lawrenceville, Georgia 30046

August 28, 2020

Re: 450 Edge Road, Villa Rica, Georgia

To Whom It May Concern:

Reference is hereby made to that certain Purchase and Sale Agreement dated April 13, 2020 (as amended, the "Agreement"), by and between Nasser Ali Al-Anssi and Marion E. Gamber (collectively, "Seller") and LIT-Acquisitions, L.L.C., a Delaware limited liability company (together with its permitted successors and assigns, "Purchaser"), pursuant to which Seller has agreed to sell, and Purchaser has agreed to purchase, the above-referenced property (the "Property").

As set forth in the Agreement, Purchaser is permitted to pursue, and Seller hereby authorizes Purchaser to pursue and apply for, on behalf of Seller as the owner of the Property, any permits, entitlements or other approvals, including, without limitation, building permits, plats, land use permits and approvals, entitlement approvals, wetlands and stream entitlement approvals, zoning and subdivision approvals, or preliminary and final site plan approvals that Purchaser deems necessary or desirable in connection with Purchaser's intended development and use of the Property (collectively, the "Entitlement Approvals"). The foregoing authorization shall include, without limitation, authority for Purchaser, on behalf of Seller as the owner of the Property, (1) to attend any city council, zoning and planning, or other meetings related to the Entitlement Approvals, and (2) to execute and/or file any applications (including, without limitation, any zoning, re-zoning or subdivision applications), permits, plats or subdivision maps or regulatory filings that are required in connection with the Entitlement Approvals.

Respectfully,


NASSER ALI AL-ANSSI


MARION E. GAMBER

This certificate is attached to a 1 page document dealing with/entitled Agreement and dated 8/28/20

Witness Signature Certificate

State of Georgia

County of Gwinnett

Signed or attested before me on Aug 28, 2020
Date

by Nasser Ali Al-Ansi
Printed name(s) of individual(s) signing document

who proved to me on the basis of satisfactory evidence to be the person(s)
who appeared before me.

 Personally Known

or

 ✓ Produced Identification

Type of ID GA DL 038327106

[Signature]
Signature of notary public

Paula Lawrence
(Name of notary, typed, stamped or printed)

Notary Public State of Georgia

Stamp/Seal

My commission expires: 08/04/2023





Case # _____

REZONING APPLICATION REVIEW**REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICIAL ZONING MAP AMMENDMENT**

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with the Official Zoning Ordinance.

- ☒ 1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
- ☒ 2. A site development plan prepared in conformance with submittal requirements (unless waived by the Community Development Director or requested zoning district is Single-Family Residential).
- ☒ 3. A written statement describing the following:
- a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development will have on existing road and traffic conditions; and
 - h. A list of any state, federal or other public agencies' approvals or permits required for the proposed development.
- ☐ N/A 4. Additional exhibits, as may be required by the Community Development Director.

We certify that the foregoing information is true and correct, this _____ day of _____, 20____.

Andy Sitzer

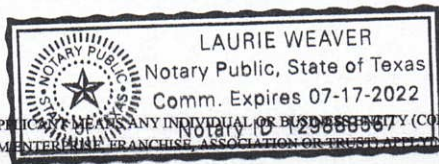
Applicant's Name – Printed

Andy Sitzer
Signature of Applicant

Applicant's Attorney (If applicable) – Printed

Signature of Applicant's Attorney (If applicable)

Sworn to and subscribed before me this 9th day of September, 2020



Laurie Weaver
Notary Public

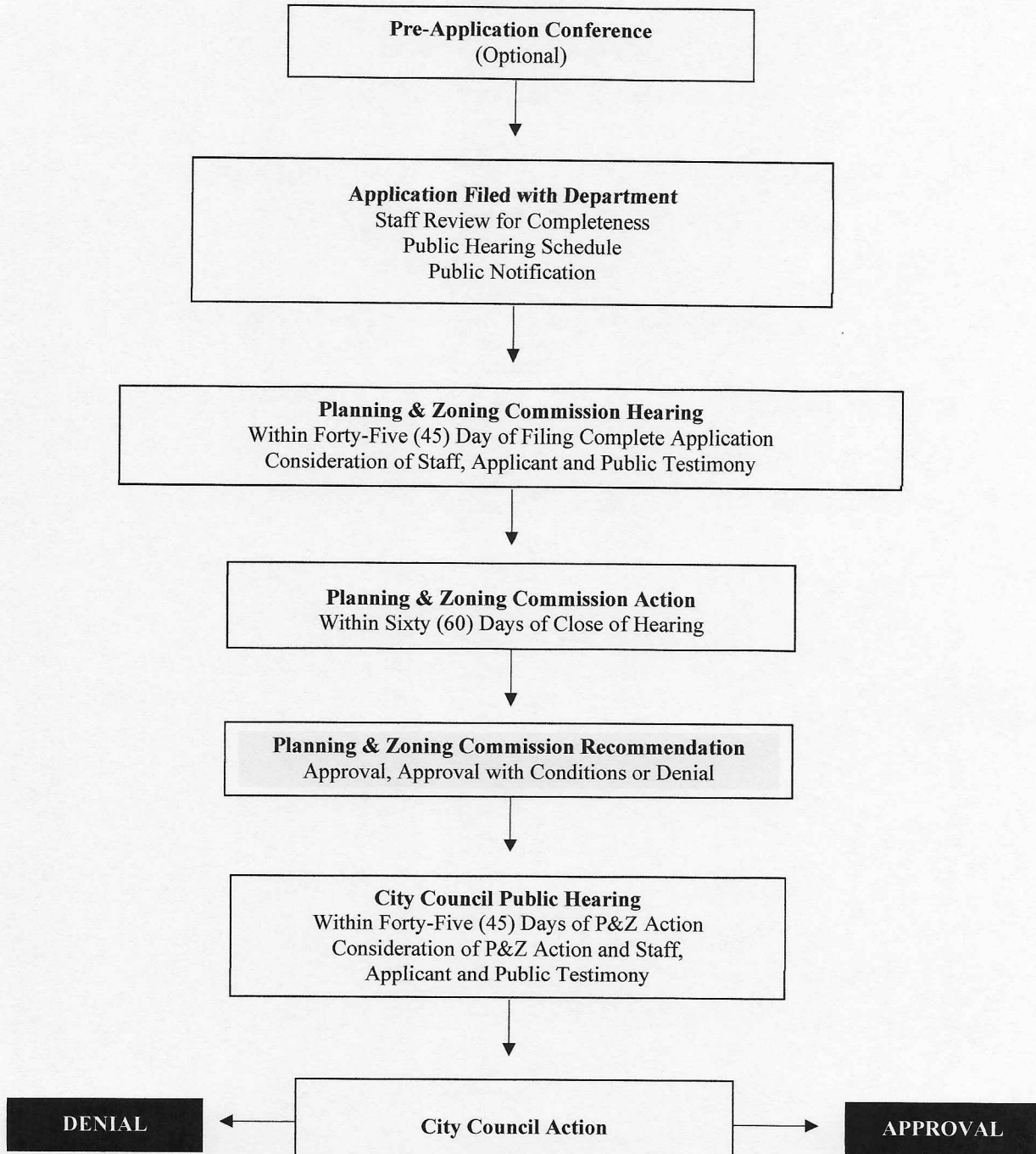
1 APPLICANT MEANS ANY INDIVIDUAL OR BUSINESS ENTITY (CORPORATION, PARTNERSHIP, LIMITED PARTNERSHIP, FIRM, ENTERPRISE, FRANCHISE, ASSOCIATION OR TRUST) APPLYING FOR REZONING OR OTHER ACTION.



Case # _____

REZONING APPLICATION REVIEW

PROCESS



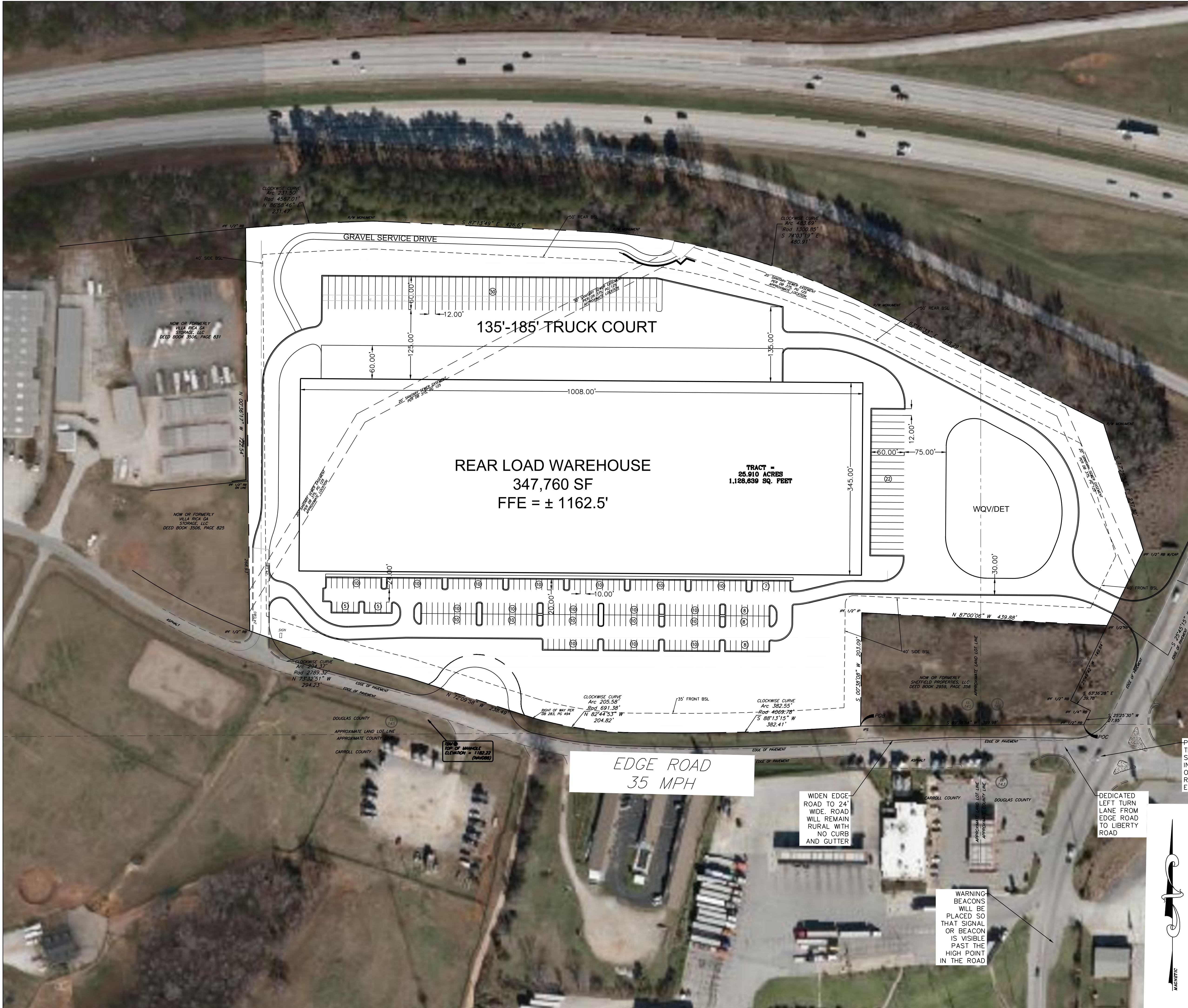


THE CITY OF VILLA RICA

CONTACT US

Community Development Directory/City Engineer <i>Bobby C. Elliott, P.E.</i>	(678) 840-1213	belliott@villarica.org
Deputy Community Development Directory <i>Chris Montesinos</i>	(678) 840-1237	cmontesinos@villarica.org
Administrative Assistant <i>Kirsten Pilgrim</i>	(678) 840-1219	kpilgrim@villarica.org
Licensing & Permitting Specialist <i>Nyree Simpson</i>	(678) 840-1224	nsimpson@villarica.org
Licensing & Permitting Clerk <i>Whitney Cox</i>	(678) 840-1230	wcox@villarica.org
Planning & Zoning Specialist <i>Ronald Johnson</i>	(678) 840-1238	rjohnson@villarica.org
Building Inspector/Site Plan Review <i>Peggy Allen</i>	(678) 840-1231	pallen@villarica.org
Code Enforcement Officer <i>Robert Francis</i>	(678) 840-1215	rfrancis@villarica.org
Code Enforcement Officer <i>Travell Daniels</i>	(678) 840-1215	tdaniels@villarica.org
Code Enforcement Officer/Site Inspector <i>Charlie Marlar</i>	(678) 840-1215	cmarlar@villarica.org

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PROJECT INFORMATION

SITE DATA

CURRENT ZONING USE: C2 - GENERAL COMMERCIAL
PROPOSED ZONING USE: I2 - INDUSTRIAL
TOTAL ACREAGE: 25.91
DISTURBED ACREAGE: XXX
IMPERVIOUS PERCENTAGE: 64%
DOUGLAS COUNTY, GA
LAND LOT 145 & 146; 2ND DISTRICT
PARCEL #: 01450250026
SETBACKS:
FRONT: 45/35 ft.
SIDE: 40 ft.
BACK: 50 ft.

BUILDING DATA

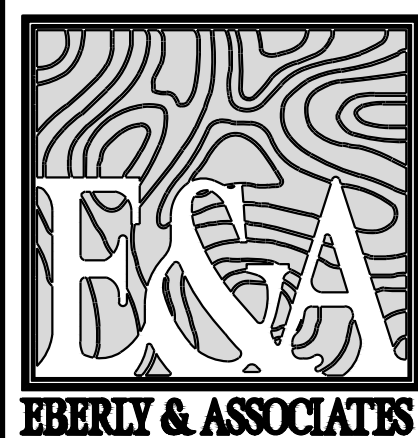
BUILDING SQUARE FOOTAGE: 347,760 sq. ft.
BUILDING COVERAGE: 30.8%

PARKING DATA

REQUIRED PARKING
WAREHOUSE: 1 SPACE PER
EMPLOYEE ON THE LARGEST SHIFT + 1 VISITOR
SPACE PER 10 EMPLOYEES

UTILITY PROVIDERS

PARKING PROVIDED:
241 TOTAL SPACES
7 HANDICAP SPACES
72 TRAILER SPACES
WATER: CITY OF VILLA RICA
SEWER: CITY OF VILLA RICA



TEL: 770.452.7849 FAX: 770.452.0086
2951 FLOWERS RD S, STE 119
ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

LAND PLANNING

CIVIL ENGINEERING

LANDSCAPE ARCHITECTURE

PROJECT: CLARION - VILLA RICA
EDGE ROAD SITE

LAND LOT 145 & 146
2ND DISTRICT
DOUGLAS COUNTY, GEORGIA
450 EDGE ROAD

REVISIONS:

NO.	DESCRIPTION	DATE

REZONING PLAN

SCALE:	1" = 60'
DATE:	XX/XX/XX
DRAWN BY:	ASHLEY PILCHER
PROJECT MANAGER:	LAUREN LEYER
QA/QC CHECK:	XXXXXX

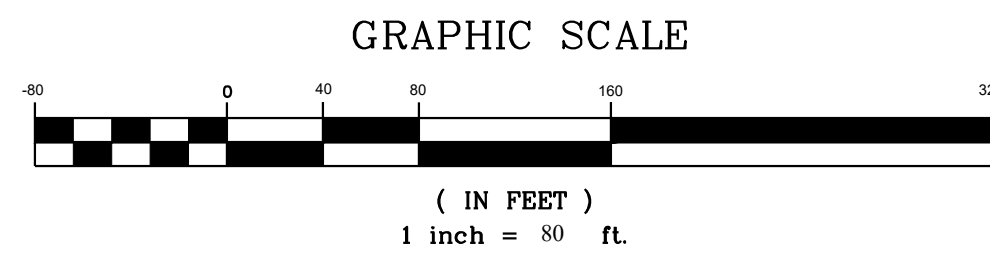
PROJECT NO.

20-026

SHEET NO.

CP1.0

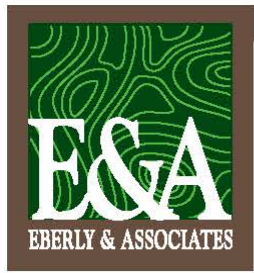
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LAND PLANNING
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September 9, 2020
Revised: March 24, 2021

Letter of Intent

Applicant/Developer: LIT-Acquisitions, L.L.C.

Property: City of Villa Rica – 450 Edge Road
Parcel ID: 01450250026

Proposed Use:

LIT-Acquisitions, L.L.C. plans to develop an industrial facility on 25.91 acre site subject to zoning, building and land disturbance permitting approvals. The planned construction would consist of one (1) building with associated truck doors, trailer storage, employee parking, and driveways. The requested zoning classification for the 25.91 acre site is I2 - Industrial.

PRINCIPALS

DANIEL L. EBERLY
SCOTT L. GARDNER
KEVIN S. EDWARDS
BRIAN K. BRUMFIELD

ASSOCIATES

MICHAEL A. WRIGHT
JEREMIAH C. PHILLIPS
WESLEY S. REED
ARLENE Z. MOHAMMED

- a. The proposed use of the building will be warehousing and distribution. Nearby businesses to the property include a truck rental company, self-storage, a granite supplier, trailer storage, and Pilot Travel Center truck stop. Therefore, the proposed use of a warehouse/distribution facility would fit with the character of the area and not be detrimental to the surrounding properties.
- b. The Comprehensive Plan and the Future Development Map of Villa Rica show the property being in the Industrial and I-20 Gateway character areas as well as Liberty Road being a Commercial Corridor. Industrial is listed as an appropriate zoning for both of these character areas. Therefore, the proposed zoning and use are consistent with the goals and policies of the Comprehensive Plan.
- c. The surrounding properties will be the most effected. However, due to their uses, a negative impact is not anticipated.
- d. The proposed amendment is necessary to comply with the City of Villa Rica's Comprehensive Plan. Also, due to Covid-19, there is a greater need for industrial warehouses/distribution rather than commercial properties.
- e. The project will be completed in one phase. After design and permits, construction is anticipated to start in late March and be completed within one year.

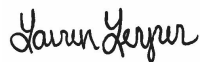
WWW.EBERLY.NET

TEL: 770.452.7849
FAX: 770.452.0086

- f. Water and Sewer will be provided by the City of Villa Rica. An 8" clay sewer line currently runs through the site in an easement. The line and easement will be rerouted and the piping will be updated to the current development regulations. A water main existing in Edge Road that will be accessed for the project.
- g. The site has an existing curb cut on Edge Road and one proposed curb cut on Liberty Road. Edge Road and Liberty Road are two lanes roads in good condition. A right-turn lane is proposed for the entrance on Liberty Road due to the proximity to the Interstate-20 off ramp.
- h. It is proposed that Edge Road be widened to 24' wide with a dedicated left turn lane onto Liberty Road. The road will remain a rural section with no curb and gutter and stormwater will be conveyed via roadside ditches which is consistent with the current conditions. A light will also be installed at the intersection of Edge Road and Liberty Road with a warning beacon on Liberty Road at the top of the hill to the south due to limited site distance.
- i. City of Villa Rica will review the plans for zoning, engineers, water and sewer. The erosion control plans will be reviewed by the West Georgia Soil and Water Conservation District and a Notice of Intent will be received from the Georgia EPD.

<u>Total Acreage:</u>	25.91 acres
<u>Existing Zoning:</u>	C2 General Business District
<u>Zoning Classification Requested:</u>	I2 Industrial
<u>Number of Buildings Proposed:</u>	One (1)
<u>Possible Building Sizes:</u>	347,760 s.f.

Sincerely,



Lauren Leyrer, PE

**Liberty Road at Edge Road
Villa Rica, Georgia
Intersection Safety Audit**

Audit Team Members

John Karnowski, PE, PTOE, AICP, NV5
Bobby Elliott, PE, City of Villa Rica, GA
Lauren Leyrer, PE Eberly & Assoc
Pat Cooley, NV5
Jonathan Cate, PE, NV5
James Miller, PE, NV5

Role

Facilitator
City Engineer / Planner
Civil / Site / Drainage Eng.
Highway Engineer
Traffic Engineer
Observer

Steps:

1. Identify project
2. Select and invite ISA team
3. Pre-audit Studies
4. Team field review – 1/19/2021 2:00p
5. Post field review workshop (included in step 4)
6. Documentation
7. Present recommendations – TBD
8. Incorporate into work program – TBD

3. Pre-audit

- Collect and compile intersection information – counts, warrant analysis, speed limits, maps, land uses, etc.
- Distributed to ISA Team members prior to the field meeting

4. Team field review

- Walk the study location
- Observe conditions – site distance, pedestrian needs, constraints, traffic control, striping, signage, lighting, speeds, driver behavior
- Take additional field measurements as needed
- Take additional photographs

5. Post field review workshop

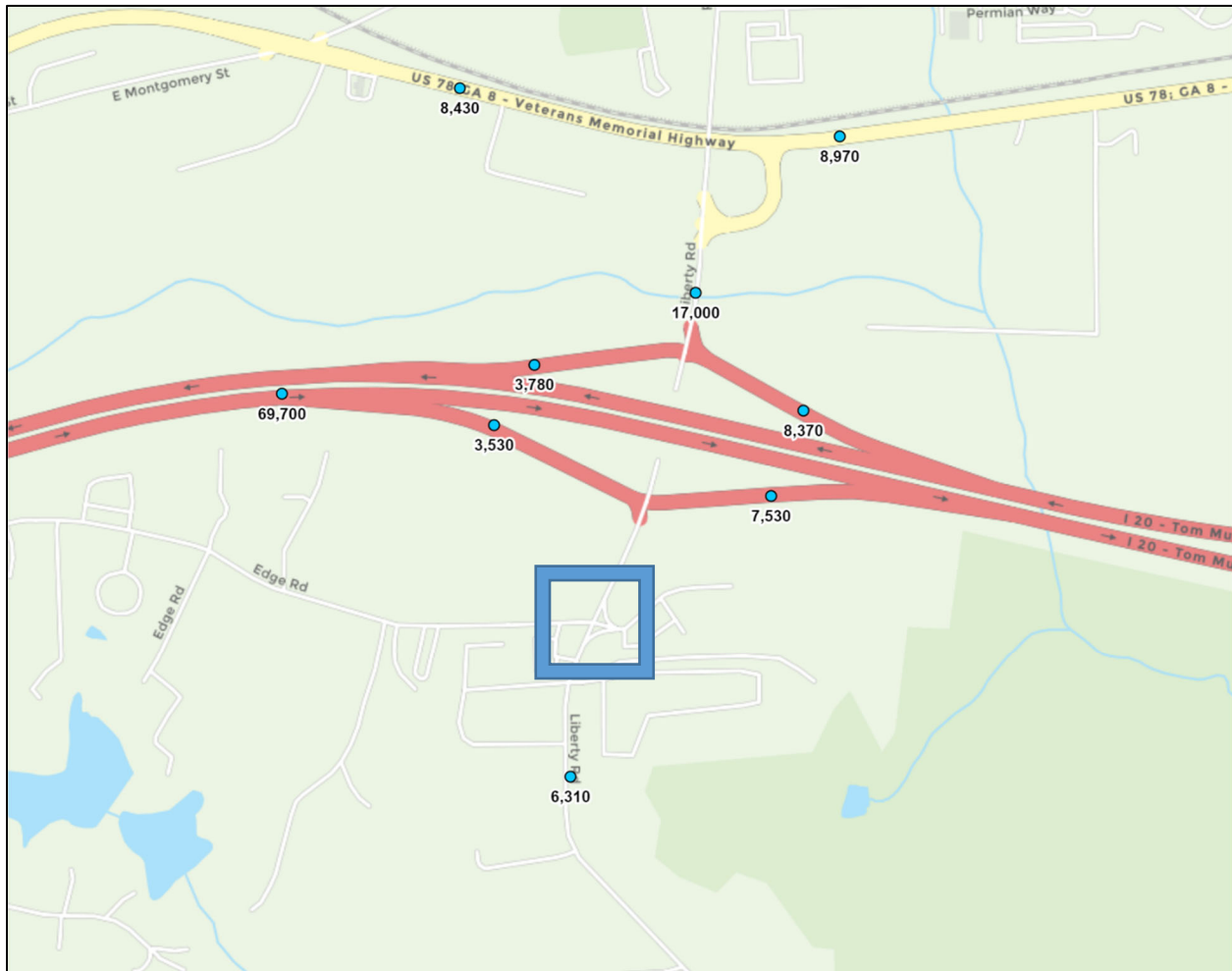
- Discuss field observations
- Develop alternatives
- Create consensus solution(s)
- Draft recommendations
- Attest to audit results

6. Documentation

- Documentation of audit proceedings
- Sketch of recommendations, if needed
- Send final document to audit team members for endorsement

Intersection Safety Audit Pre-Audit Information

Figure 1. Location Map



Speed

Liberty Road – 45 MPH (assumed)
Edge Road – 35 MPH (posted)

Volume Data

Liberty Road

ADT: 6180 (2018)
K-Factor: 0.12
D-Factor: 0.57

AM Pk – 7:15 – 8:00a

PM Pk – 4:30 – 5:30p

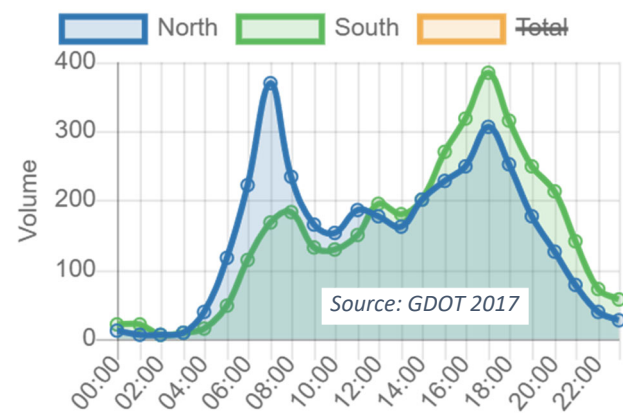


Table 1. Turning Movement Counts

Time	Liberty Rd						Edge Rd						Total
	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
6:00 AM	6	204	13	26	134	28	84	6	13	6	2	38	560
7:00 AM	16	329	13	39	210	66	90	7	24	13	4	44	855
8:00 AM	25	270	10	15	225	54	92	5	20	7	6	22	751
9:00 AM	22	231	9	12	215	62	67	4	20	7	2	17	668
10:00 AM	27	243	23	13	219	47	81	4	19	3	4	29	712
11:00 AM	20	271	11	13	223	68	80	9	19	6	8	17	745
12:00 PM	39	282	12	17	275	53	65	2	32	6	2	20	805
1:00 PM	33	254	10	18	254	63	62	1	29	8	3	24	759
2:00 PM	19	243	18	19	303	83	76	5	25	10	6	26	833
3:00 PM	20	292	12	21	315	90	73	4	15	5	4	27	878
4:00 PM	37	302	19	25	394	86	73	2	25	13	5	31	1012
5:00 PM	30	385	25	31	365	113	104	4	31	19	4	41	1152
6:00 PM	23	263	15	18	324	88	66	4	27	8	4	22	862

Source: NV5 count, 12/15/2020

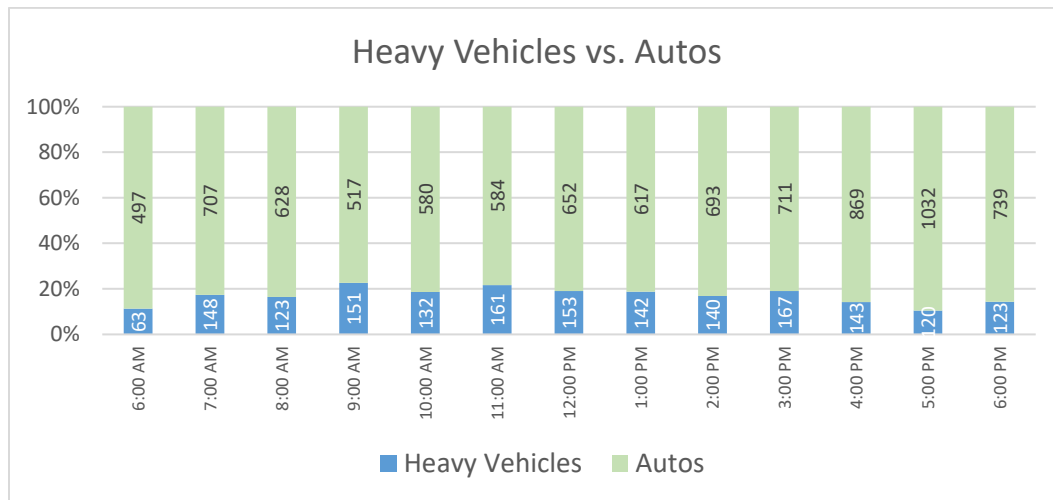


Table 2. Crash Data

Liberty Road at Edge Road												
Year	PDO Crashes	Injury Crashes	Injuries	Fatal Crashes	Fatalities	Total Crashes	Type					
							Angle	Rear	Sideswipe-	Sideswipe-	Head	Not A Collision
2015	1	0	0	0	0	1	1	0	0	0	0	0
2016	1	1	1	0	0	2	1	1	0	0	0	0
2017	0	0	0	0	0	0	0	0	0	0	0	0
2018	3	0	0	0	0	3	2	1	0	0	0	0
2019	1	0	0	0	0	1	1	0	0	0	0	0
Total	6	1	1	0	0	7	5	2	0	0	0	0

Table 3. Signal Warrant Results

Existing Traffic	Liberty Rd	Edge Rd	WARRANT 1A Major Street Condition Met? Major>350 Minor>105	WARRANT 1B Major Street Condition Met? Major>525 Minor>53	WARRANT 2 Conditions Met?	WARRANT 3A Conditions Met?
Hour Beginning	Combined Volume w/o Right Turns	Highest Approach Volume w/Right Turns				
6:00 AM	370	103	NO	NO	NO	NO
7:00 AM	594	121	YES	YES	YES	NO
8:00 AM	535	117	YES	YES	YES	NO
9:00 AM	480	91	NO	NO	NO	NO
10:00 AM	502	104	NO	NO	NO	NO
11:00 AM	527	108	YES	YES	NO	NO
12:00 PM	613	99	NO	YES	YES	NO
1:00 PM	559	92	NO	YES	NO	NO
2:00 PM	584	106	YES	YES	YES	NO
3:00 PM	648	92	NO	YES	YES	NO
4:00 PM	758	100	NO	YES	YES	NO
5:00 PM	811	139	YES	YES	YES	YES
6:00 PM	628	97	NO	YES	YES	NO
Number of Hours Needed			8	8	4	1
Number of Hours Met			5	10	8	1

FUTURE DEVELOPMENT

New Warehousing Use – 347,760 SF – NW corner of intersection

- Three driveways
 - o Right-in/right-out on Liberty Road
 - o Full access on Edge (auto only)
 - o Full access on Edge except trucks can only turn left
- 80% of trucks expected to come from or go to I-20 (north)
- Auto traffic to follow existing distribution patterns

Table 4. Trip Generation – New Development

Project Land Use	Project Density	S.F.	Project Trips		
			Total	Inbound	Outbound
Warehousing	347,760	S.F.			
Daily			596	298	298
AM Peak Hour			67	52	15
PM Peak Hour			70	19	51
Autos					
Daily	27%		436	218	218
AM Peak Hour	13%		58	47	11
PM Peak Hour	15%		59	13	46
Trucks					
Daily	27%		160	80	80
AM Peak Hour	13%		9	5	4
PM Peak Hour	15%		11	6	5

Table 5. Total Future Traffic

Time	Liberty Rd						Edge Rd						Total
	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
6:00 AM	6	204	13	26	134	28	84	6	13	6	2	38	560
7:00 AM	16	329	13	39	210	66	90	7	24	13	4	44	855
8:00 AM	25	270	10	15	225	54	92	5	20	7	6	22	751
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12:00 PM	39	282	12	17	275	53	65	2	32	6	2	20	805
1:00 PM	33	254	10	18	254	63	62	1	29	8	3	24	759
2:00 PM	19	243	18	19	303	83	76	5	25	10	6	26	833
3:00 PM	20	292	12	21	315	90	73	4	15	5	4	27	878
4:00 PM	37	302	19	25	394	86	73	2	25	13	5	31	1,012
5:00 PM	30	385	25	31	365	113	104	4	31	19	4	41	1,152
6:00 PM	23	263	15	18	324	88	66	4	27	8	4	22	862

FIELD MEETING

The Intersection Safety Audit team met on January 19, 2021 to observe conditions, identify any problems that may exist, and develop a solution set. The team observed the following problems/concerns:

- There is limited sight distance for vehicles turning out of Edge Road or the Chevron station looking south. The crest of the vertical curve on Liberty Road is approximately at the first driveway to the Pilot truck stop.
- There is a lack of clear delineation at the intersection. Striping is faded or non-existent and there are no stop bars on the side street.
- The turning radius on the northwest corner of the intersection is insufficient. Vehicles routinely go off the pavement and have created rutting.
- Parking along Edge Road impeded sight distance. Traffic exiting the Pilot truck stop onto Edge Road have very limited view looking left.

- E. The Edge Road driveway for the Pilot truck stop is too close to Liberty Road. Turns into the driveway westbound from Liberty Road can be hindered when more than four vehicles or one truck is queued in the eastbound direction on Edge Road at Liberty Road.
- F. Trucks routinely travel on Edge Road without a destination and have to turn around because trucks are prohibited. Trucks had once used Edge Road to access the Pilot truck stop but that access is no longer open. Trucks have been reported turning around in residential driveways.
- G. While a traffic signal is warranted, there is concern that the site distance along Liberty Road will increase the likelihood of rear end crashes in the northbound direction. The crash history does not support the need for a traffic signal.

The audit team's observed issues are illustrated in Figure 2.

Figure 2. Observations



RECOMMENDATIONS

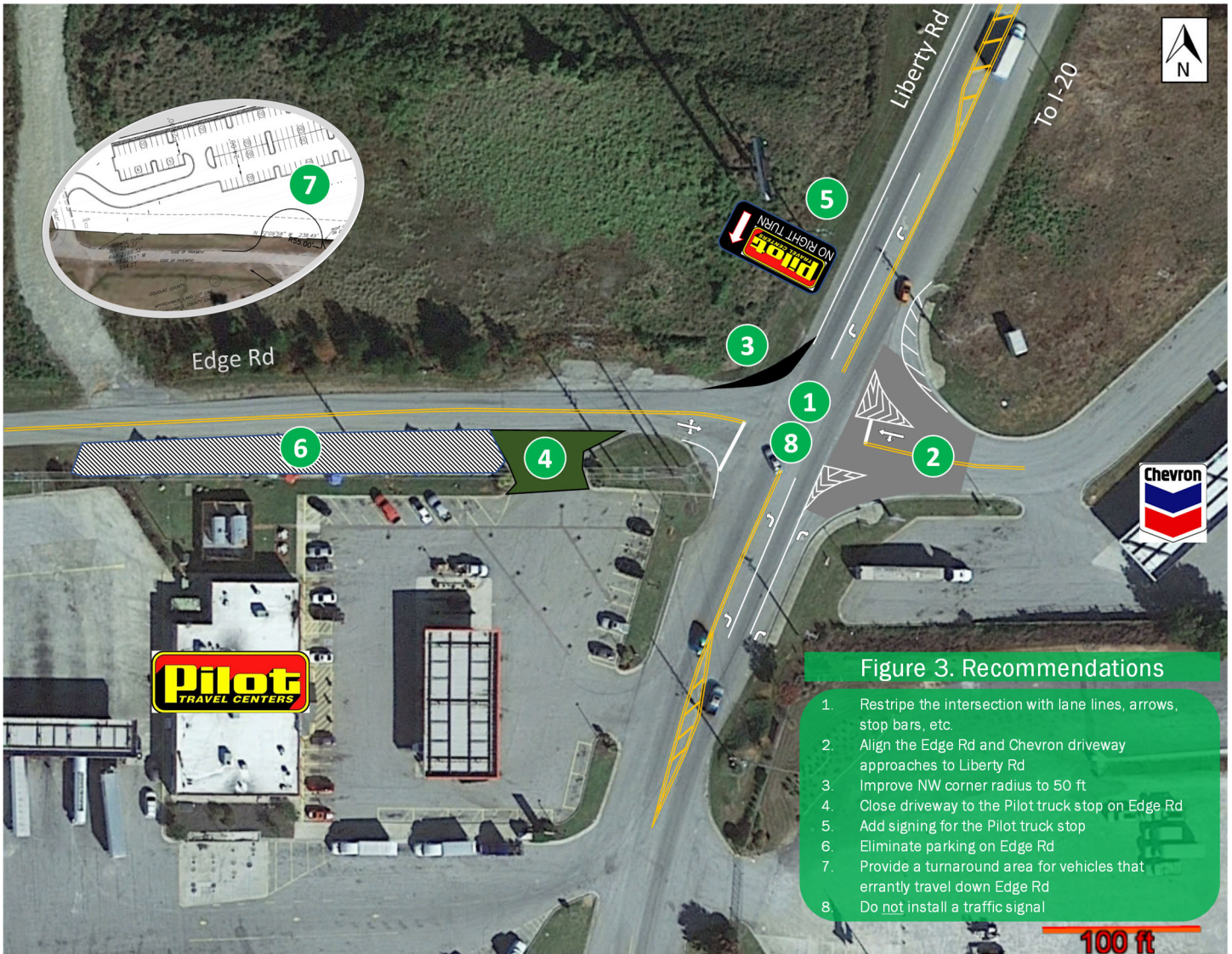
The safety audit concluded with the following recommendations:

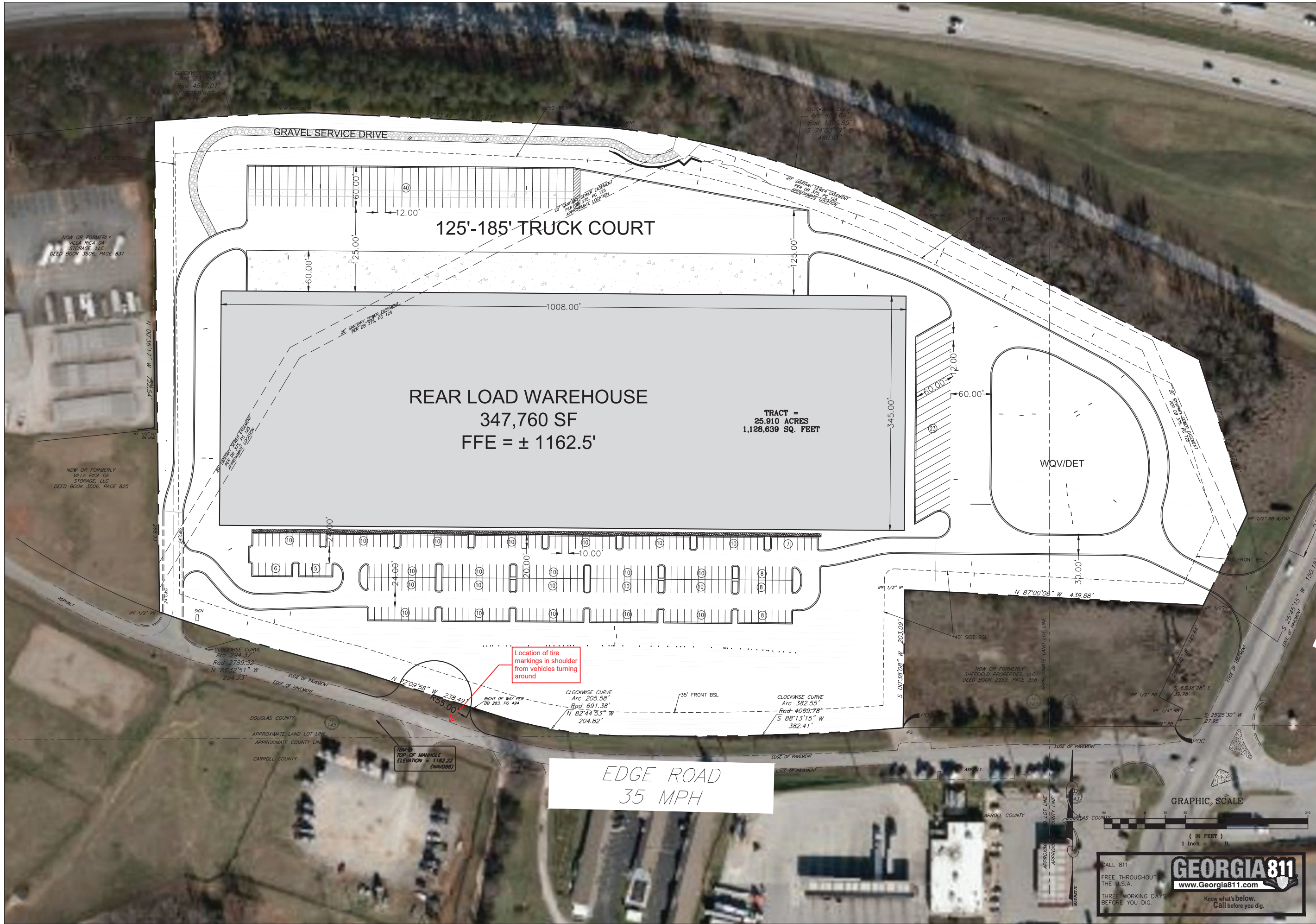
1. Restripe the intersection with lane lines, arrows, stop bars and other channelizing markings.
2. Align the Edge Road and Chevron driveway approaches to Liberty Road.
3. Improve the NW corner radius to 50 feet.
4. Close the driveway to the Pilot truck stop on Edge Road.
5. Add signing for the Pilot truck stop to alert vehicles that there is no access on Edge Road.
6. Eliminate parking on Edge Road.
7. Work with the developer of the new industrial complex to provide a turnaround area for vehicles that errantly travel down Edge Road.
8. Do not install a traffic signal at this time.

The audit team's recommendations are shown in Figure 3.

With respect to design activities associated with the recommendations, it may be necessary to prepare specific plans. For example, a signage plan will be required for item #5. A detailed striping plan is needed for a contractor to layout the proper markings. Coordination with the Pilot truck stop will be necessary to close their driveway along Edge Road and to eliminate parking along Edge Road.

Figure 3. Recommendations





TEL: 770.452.7849 FAX: 770.452.0086
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ATLANTA, GEORGIA 30341
WWW.EBERLY.NET

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

PROJECT: CLARION - VILLA RICA
EDGE ROAD SITE
LAND LOT 145 & 146
2ND DISTRICT
DOUGLAS COUNTY, GEORGIA
450 EDGE ROAD

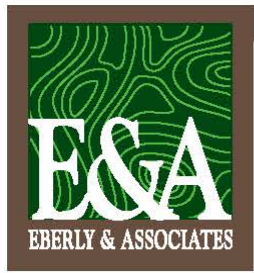
REVISIONS:	

CONCEPT REZONING PLAN	
SCALE:	1" = 60'
DATE:	XXXXXX
DRAWN BY:	ASHLEY PILCHER
PROJECT MANAGER:	LAUREN LEYHER
QA/QC CHECK:	XXXXXX

PROJECT NO.
20-026

SHEET NO.

NOT ISSUED FOR
CONSTRUCTION



March 24, 2021

LAND PLANNING
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE

Memo to Amend the Intersection Safety Audit

Applicant/Developer: LIT-Acquisitions, L.L.C.

Property: City of Villa Rica – 450 Edge Road
Parcel ID: 01450250026

Memo:

LIT-Acquisitions, L.L.C., Eberly and Associates, and two representatives from City of Villa Rica, Ronald Johnson and Bobby Elliot, met virtual on Thursday, March 11th to discuss possible improvements to the Edge Road and Liberty Road intersection. During the meeting it was determined that the following recommendations for improvements would supersede the recommendations included in the Intersection Safety Audit prepared by NV5 on March 3, 2021:

1. Widen Edge Road to 24' along the property frontage. Road classification would remain rural, therefore, no curb and gutter is proposed and road side ditches will be provided
2. Add a dedicated left turn lane on Edge Road
3. Signage at the intersection of Edge Road and Liberty Road
4. Warning beacon at the high point to the south on Liberty Road due to limited sight distance
5. Provide a turn around area for vehicles that errantly travel down Edge Road

PRINCIPALS

DANIEL L. EBERLY
SCOTT L. GARDNER
KEVIN S. EDWARDS
BRIAN K. BRUMFIELD

ASSOCIATES

MICHAEL A. WRIGHT
JEREMIAH C. PHILLIPS
WESLEY S. REED
ARLENE Z. MOHAMMED

Sincerely,

Lauren Leyrer, PE

WWW.EBERLY.NET

TEL: 770.452.7849
FAX: 770.452.0086

2951 FLOWERS ROAD SOUTH, SUITE 119
ATLANTA, GEORGIA 30341

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Fee Amt: \$439.20 Page 1 of 4
Transfer Tax: \$423.20
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2306 Pg 327-330

2306/327

THIS INSTRUMENT PREPARED BY

BARBARA B. CHAKALES

MORGAN & CHAKALES, P.C.

750 Hammond Drive, Suite 12-100

Atlanta, Georgia 30328

(770) 804-8000

File # 9965-12-2

LIMITED WARRANTY DEED

THIS INDENTURE is made as of this 20th day of January, 2006, between NCCF SUPPORT, INC., a Georgia non-profit corporation and tax exempt organization classified as a public charity pursuant to Sections 501(c)(3) and 509(a) of the Internal Revenue Code of 1986 (the "Code") (hereinafter referred to as "Grantor") and NASSER ALI AL-ANSSI and MARION E. GAMBER (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and does hereby grant, bargain, sell, convey and confirm unto Grantee, its twenty-five percent (25%) undivided interest in that tract or parcel of land lying and being in Land Lots 145 and 146, of the 2nd District and 5th Section of Douglas County, Georgia, and all improvements thereon (hereinafter collectively referred to as the "Land"), as more particularly described in the attached Exhibit "A", which exhibit is incorporated herein.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject only to the matters (hereinafter referred to as "Permitted Exceptions") set out in the attached Exhibit "B", which exhibit is incorporated herein.

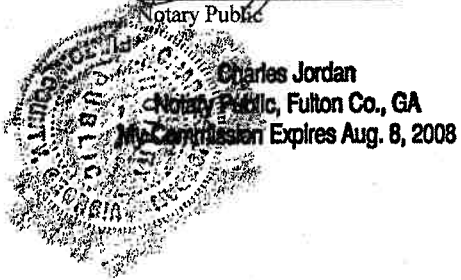
AND GRANTOR WILL WARRANT and forever defend the right and title to the Land unto Grantee against the claims of the Grantor and all persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

BK PG
2306 0328

EXECUTED under seal as of the date above.

Signed, sealed and delivered
in the presence of:

M. A. Jordan
Witness
[Signature]
Notary Public



GRANTOR:

NCCF SUPPORT, INC.

[Signature]
BY: _____ (L.S.)

Pamela K. Segars

TITLE: Vice President, Complex Gift Services

[CORPORATE SEAL]



BK PG

EXHIBIT "A" 2306 0329

All that tract or parcel of land lying and being in Land Lot 145 and 146 of the 2nd District, 5th Section, Douglas County, Georgia, containing 25.832 acres as shown on survey for Metro Land Management, Inc. prepared by Wyman C. Hudson, P.E., dated March 23, 1987, recorded in Plat Book _____, Page _____, Plat Records of Douglas County, and more particularly described as follows:

To find the place or point of beginning, begin at an iron pin at the point of intersection of the northerly right of way line of Edge Road (an 80-foot right of way) with the northwesterly right of way line of Liberty Road and run thence along the northerly right of way line of Edge Road South 89 degrees 48 minutes 27 seconds West 343.23 feet to a point; run thence South 88 degrees 23 minutes 36 seconds West 56.77 feet to an iron pin at a common corner with property now or formerly of Frank Richardson, WHICH IS THE PLACE OR POINT OF BEGINNING; from said beginning point run thence along the northerly right of way line of Edge Road and following the curvature thereof the following courses and distances: South 88 degrees 23 minutes 36 seconds West 382.61 feet, North 82 degrees 50 minutes 42 seconds West 204.49 feet, North 72 degrees 20 minutes 25 seconds West 254.90 feet and North 73 degrees 74 minutes 20 seconds West 282.56 feet to an iron pin at property now or formerly of Cole; run thence along property now or formerly of Cole North 00 degrees 00 minutes West 723.85 feet to an iron pin on the southerly side of the 230-foot right of way of Interstate 20; run thence along said right of way in a northeasterly direction and following the arc of a curve having a chord bearing and distance of North 87 degrees 25 minutes 15 seconds East 228.72 feet, an arc distance of 228.74 feet to a concrete right of way marker; run thence South 87 degrees 14 minutes 14 seconds East 426.66 to a concrete right of way marker; run thence southeasterly along the arc of a curve having a chord bearing and distance of South 74 degrees 02 minutes 40 seconds East 480.89 feet, an arc distance of 483.67 feet to a concrete right of way marker; run thence South 63 degrees 16 minutes 54 seconds East 468.31 feet to a concrete right of way marker; run thence South 17 degrees 24 minutes 10 seconds East 237.46 feet to a concrete right of way marker; run thence South 25 degrees 48 minutes West 150.00 feet to an iron pin at property now or formerly of Frank Richardson; run thence along property now or formerly of Richardson North 86 degrees 58 minutes 35 seconds West 440.00 feet to an iron pin; run thence South 00 degrees 34 minutes 48 seconds West 203.65 feet to an iron pin on the northerly right of way line of Edge Road and the place or point of beginning.

BK PG

2306 0330

Exhibit "B"
Permitted Exceptions

1. Lien of all taxes for the year 2006 and any subsequent years.

Doc ID: 001311190004 Type: GLR
Filed: 02/06/2006 at 11:30:00 AM
Fee Amt: \$1,285.50 Page 1 of 4
Transfer Tax: \$1,289.50
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2306 PG 331-334

2306/331

THIS INSTRUMENT PREPARED BY

✓ BARBARA B. CHAKALES
MORGAN & CHAKALES, P.C.
750 Hammond Drive, Suite 12-100
Atlanta, Georgia 30328
(770) 804-8000
File # 9965-12-2

LIMITED WARRANTY DEED

THIS INDENTURE is made as of this 20th day of January, 2006, between Southeast Land Partners, Ltd. (hereinafter referred to as "Grantor") and Nasser Ali Al-Anssi and Marion E. Gamber (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and does hereby grant, bargain, sell, convey and confirm unto Grantee, its seventy-five percent (75%) undivided interest in that tract or parcel of land lying and being in Land Lots 145 and 146 of the 2nd District and 5th Section of Douglas County, Georgia and all improvements thereon (hereinafter collectively referred to as the "Land"), as more particularly described in the attached Exhibit "A", which exhibit is incorporated herein.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject only to the matters (hereinafter referred to as "Permitted Exceptions") set out in the attached Exhibit "B", which exhibit is incorporated herein.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land

2306 0332

unto Grantee against the claims of the Grantor and all persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

EXECUTED under seal as of the date above.

GRANTOR:

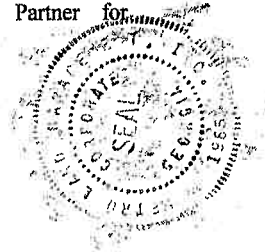
Signed, sealed and delivered
in the presence of:

Witness

Notary Public

Southeast Land Partner, Ltd.

BY: Thomas Harris (L.S.)
Thomas Harris, President Metro Land
Management, Inc., General Partner for
Southeast Land Partners, LTD.



BK PG

EXHIBIT "A"

2306 0333

All that tract or parcel of land lying and being in Land Lot 145 and 146 of the 2nd District, 5th Section, Douglas County, Georgia, containing 25.832 acres as shown on survey for Metro Land Management, Inc. prepared by Wyman C. Hudson, P.E., dated March 23, 1987, recorded in Plat Book _____, Page _____, Plat Records of Douglas County, and more particularly described as follows:

To find the place or point of beginning, begin at an iron pin at the point of intersection of the northerly right of way line of Edge Road (an 80-foot right of way) with the northwesterly right of way line of Liberty Road and run thence along the northerly right of way line of Edge Road South 89 degrees 48 minutes 27 seconds West 343.23 feet to a point; run thence South 88 degrees 23 minutes 36 seconds West 56.77 feet to an iron pin at a common corner with property now or formerly of Frank Richardson, WHICH IS THE PLACE OR POINT OF BEGINNING; from said beginning point run thence along the northerly right of way line of Edge Road and following the curvature thereof the following courses and distances: South 88 degrees 23 minutes 36 seconds West 382.61 feet, North 82 degrees 50 minutes 42 seconds West 204.49 feet, North 72 degrees 20 minutes 25 seconds West 254.90 feet and North 73 degrees 44 minutes 20 seconds West 282.56 feet to an iron pin at property now or formerly of Cole; run thence along property now or formerly of Cole North 00 degrees 00 minutes West 723.85 feet to an iron pin on the southerly side of the 230-foot right of way of Interstate 20; run thence along said right of way in a northeasterly direction and following the arc of a curve having a chord bearing and distance of North 87 degrees 25 minutes 15 seconds East 228.72 feet, an arc distance of 228.74 feet to a concrete right of way marker; run thence South 87 degrees 14 minutes 14 seconds East 426.66 to a concrete right of way marker; run thence southeasterly along the arc of a curve having a chord bearing and distance of South 74 degrees 02 minutes 40 seconds East 480.89 feet, an arc distance of 483.67 feet to a concrete right of way marker; run thence South 63 degrees 16 minutes 54 seconds East 468.31 feet to a concrete right of way marker; run thence South 17 degrees 24 minutes 10 seconds East 237.46 feet to a concrete right of way marker; run thence South 25 degrees 48 minutes West 150.00 feet to an iron pin at property now or formerly of Frank Richardson; run thence along property now or formerly of Richardson North 86 degrees 58 minutes 35 seconds West 440.00 feet to an iron pin; run thence South 00 degrees 34 minutes 46 seconds West 203.65 feet to an iron pin on the northerly right of way line of Edge Road and the place or point of beginning.

BK PG

2306 0334

Exhibit "B"

Permitted Exceptions

1. Lien of all taxes for the year 2006 and any subsequent years.

Doc ID: 001311200003 Type: GLR
Filed: 02/08/2006 at 11:31:00 AM
Fee Amt: \$14.00 Page 1 of 3
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2306 pg 335-337

2306/335

THIS INSTRUMENT PREPARED BY:

BARBARA B. CHAKALES
MORGAN & CHAKALES, P.C.
750 Hammond Drive, Bldg.12, Suite 100
Atlanta, GA 30328
404-804-8000
File # 9965-12-2

QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, 2006, by an between, NCCF SUPPORT, INC. of the State of Georgia, as party or parties of the first part (hereinafter called Grantor"), and NASSER ALI AL-ANSSI and MARION E. GAMBER of the State of Georgia, as party or parties of the second part (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee its twenty-five percent (25%) undivided interest in that certain tract or parcel of land being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

This Quitclaim deed is given to release any right title or interest the Grantor may have in the above described property by virtue of conflicting legal descriptions in the chain of title and survey.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

[SIGNATURES ON NEXT PAGE]

BK PG
2306 0336

Signed, sealed and delivered
in the presence of:

[Signature]

Witness

[Signature]

Notary Public

Charles Jordan

Notary Public, Fulton Co., GA

My Commission Expires Aug. 8, 2008

NCOF SUPPORT, INC.

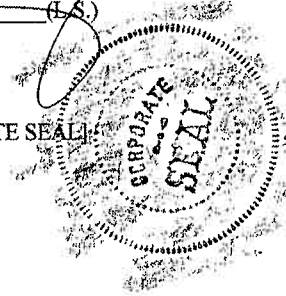
BY: *[Signature]*

(L.S.)

Pamela K. Segars

TITLE: Vice President

[CORPORATE SEAL]



EK PG
2306 0337

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 145 AND 146, 2ND DISTRICT, DOUGLAS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" REBAR LOCATED THE NORTHWEST INTERSECTION OF EDGE ROAD (80' RIGHT OF WAY) AND LIBERTY ROAD (100' RIGHT OF WAY); THENCE ALONG THE NORTHERLY RIGHT OF WAY OF EDGE ROAD S89°36'57"W A DISTANCE OF 400.05' TO A ½" REBAR FOUND AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY S88°23'36"W A DISTANCE OF 382.61' TO A POINT; THENCE N82°50'42"W A DISTANCE OF 204.49' TO A POINT; THENCE N72°20'25"W A DISTANCE OF 254.90' TO A POINT; THENCE N73°44'20"W A DISTANCE OF 282.56' TO A ½" REBAR FOUND; THENCE N00°00'00"E A DISTANCE OF 723.85' TO A ½" REBAR FOUND; THENCE ALONG A CURVE TO THE RIGHT 228.74', SAID CURVE HAVING A RADIUS OF 4567.01' AND A CHORD BEARING N87°25'15"E AND A CHORD DISTANCE OF 228.72' TO A POINT; THENCE S87°14'14"E A DISTANCE OF 426.66' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT 483.67', SAID CURVE HAVING A RADIUS OF 1300.85' AND A CHORD BEARING S74°02'40"E AND A CHORD DISTANCE OF 480.89' TO A POINT; THENCE S63°16'54"E A DISTANCE OF 468.31' TO A POINT; THENCE S17°24'10"E A DISTANCE OF 237.46' TO AN IRON PIN SET; THENCE S25°48'00"W A DISTANCE OF 150.00' TO A ½" REBAR FOUND; THENCE N86°58'36"W A DISTANCE OF 440.00' TO AN IRON PIN SET; THENCE S00°36'40"W A DISTANCE OF 203.60' TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,126,484 SQUARE FEET OR 25.861 ACRES ACCORDING TO THAT PLAT OF SURVEY PREPARED FOR NASSER HEAVY EQUIPMENT, NORTH ATLANTA NATIONAL BANK, AND LAWYERS TITLE INSURANCE CORPORATION DATED NOVEMBER 28, 2005, PREPARED BY GRANT SHEPHERD & ASSOCIATES SURVEYING PLANNING, SEATON G. SHEPHERD, JR. G.A.R.L.S.# 2136.

Doc ID: 001311210003 Type: GLR
Filed: 02/06/2008 at 11:31:00 AM
Fee Amt: \$14.00 Page 1 of 3
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2306 Pg 338-340

2306/338

THIS INSTRUMENT PREPARED BY:

BARBARA B. CHAKALES
MORGAN & CHAKALES, P.C.
750 Hammond Drive, Bldg. 12, Suite 100
Atlanta, GA 30328
404-804-8000
File # 9965-12-2

QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, 2006,

Southeast Land Partners, Ltd.

of the State of Georgia, as party or parties of the first part (hereinafter called Grantor"), and

Nasser Ali Al-Anssi and Marion E. Gamber

of the State of Georgia, as party or parties of the second part (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee its seventy-five percent (75%) undivided interest in that certain tract or parcel of land being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

This Quitclaim deed is given to release any right title or interest the Grantor may have in the above described property by virtue of conflicting legal descriptions in the chain of title and survey.

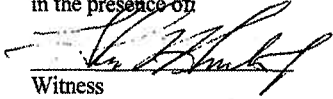
3

BK PG
2306 0339

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

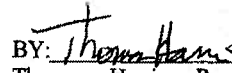
IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

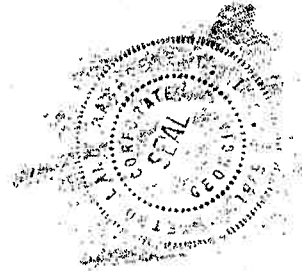
Signed, sealed and delivered
in the presence of


Witness


Notary Public

Southeast Land Partners, Ltd.

BY:  (L.S.)
Thomas Harris, President Metro Land
Management, Inc., General Partner for
Southeast Land Partners, LTD.



BK PG

2306 0340

EXHIBIT "A" L

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 145 AND 146, 2ND DISTRICT, DOUGLAS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" REBAR LOCATED THE NORTHWEST INTERSECTION OF EDGE ROAD (80' RIGHT OF WAY) AND LIBERTY ROAD (100' RIGHT OF WAY); THENCE ALONG THE NORTHERLY RIGHT OF WAY OF EDGE ROAD S89°36'57"W A DISTANCE OF 400.05' TO A ½" REBAR FOUND AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY S88°23'36"W A DISTANCE OF 382.61' TO A POINT; THENCE N82°50'42"W A DISTANCE OF 204.49' TO A POINT; THENCE N72°20'25"W A DISTANCE OF 254.90' TO A POINT; THENCE N73°44'20"W A DISTANCE OF 282.56' TO A ½" REBAR FOUND; THENCE N00°00'00"E A DISTANCE OF 723.85' TO A ½" REBAR FOUND; THENCE ALONG A CURVE TO THE RIGHT 228.74', SAID CURVE HAVING A RADIUS OF 4567.01' AND A CHORD BEARING N87°25'15"E AND A CHORD DISTANCE OF 228.72' TO A POINT; THENCE S87°14'14"E A DISTANCE OF 426.66' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT 483.67', SAID CURVE HAVING A RADIUS OF 1300.85' AND A CHORD BEARING S74°02'40"E AND A CHORD DISTANCE OF 480.89' TO A POINT; THENCE S63°16'54"E A DISTANCE OF 468.31' TO A POINT; THENCE S17°24'10"E A DISTANCE OF 237.46' TO AN IRON PIN SET; THENCE S25°48'00"W A DISTANCE OF 150.00' TO A ½" REBAR FOUND; THENCE N86°58'36"W A DISTANCE OF 440.00' TO AN IRON PIN SET; THENCE S00°36'40"W A DISTANCE OF 203.60' TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,126,484 SQUARE FEET OR 25.861 ACRES ACCORDING TO THAT PLAT OF SURVEY PREPARED FOR NASSER HEAVY EQUIPMENT, NORTH ATLANTA NATIONAL BANK, AND LAWYERS TITLE INSURANCE CORPORATION DATED NOVEMBER 28, 2005, PREPARED BY GRANT SHEPHERD & ASSOCIATES SURVEYING PLANNING, SEATON G. SHEPHERD, JR. G.A.R.L.S.# 2136.



Doc ID: 001447710003 Type: GLR
Filed: 05/19/2006 at 10:28:00 AM
Fee Amt: \$14.00 Page 1 of 3
Douglas County Georgia
Cindy Chaffin Clerk Superior Court

BK 2363 PG 44-46

Doc ID: 001311210003 Type: GLR
Filed: 02/06/2006 at 11:31:00 AM
Fee Amt: \$14.00 Page 1 of 3
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2306 PG 338-340

2363/44

THIS INSTRUMENT PREPARED BY:

BARBARA B. CHAKALES
MORGAN & CHAKALES, P.C.
750 Hammond Drive, Bldg.12, Suite 100
Atlanta, GA 30328
404-804-8000
File # 9965-12-2

QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, 2006,

Southeast Land Partners, Ltd.

of the State of Georgia, as party or parties of the first part (hereinafter called Grantor"), and

Nasser Ali Al-Anssi and Marion E. Gamber

of the State of Georgia, as party or parties of the second part (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee its seventy-five percent (75%) undivided interest in that certain tract or parcel of land being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

This Quitclaim deed is given to release any right title or interest the Grantor may have in the above described property by virtue of conflicting legal descriptions in the chain of title and survey.

3

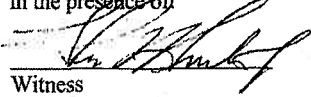
Re-Record to add Notary Public Seal

BK PG
2363 0045
2306 0339

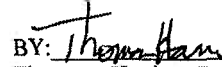
TO HAVE AND TO HOLD the said described premises to Grantee, so that neither grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

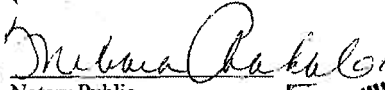
IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

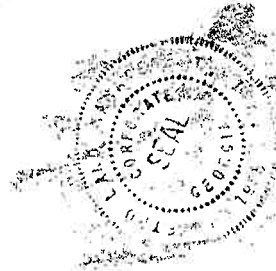
Signed, sealed and delivered
in the presence of


Witness

Southeast Land Partners, Ltd.

BY:  (L.S.)
Thomas Harris, President Metro Land
Management, Inc., General Partner for
Southeast Land Partners, LTD.


Notary Public



BK PG
~~2386 0340~~

EXHIBIT "A"

BK PG
 2363 0046 L

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 145 AND 146, 2ND DISTRICT, DOUGLAS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" REBAR LOCATED THE NORTHWEST INTERSECTION OF EDGE ROAD (80' RIGHT OF WAY) AND LIBERTY ROAD (100' RIGHT OF WAY); THENCE ALONG THE NORTHERLY RIGHT OF WAY OF EDGE ROAD S89°36'57"W A DISTANCE OF 400.05' TO A ½" REBAR FOUND AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY S88°23'36"W A DISTANCE OF 382.61' TO A POINT; THENCE N82°50'42"W A DISTANCE OF 204.49' TO A POINT; THENCE N72°20'25"W A DISTANCE OF 254.90' TO A POINT; THENCE N73°44'20"W A DISTANCE OF 282.56' TO A ½" REBAR FOUND; THENCE N00°00'00"E A DISTANCE OF 723.85' TO A ½" REBAR FOUND; THENCE ALONG A CURVE TO THE RIGHT 228.74', SAID CURVE HAVING A RADIUS OF 4567.01' AND A CHORD BEARING N87°25'15"E AND A CHORD DISTANCE OF 228.72' TO A POINT; THENCE S87°14'14"E A DISTANCE OF 426.66' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT 483.67', SAID CURVE HAVING A RADIUS OF 1300.85' AND A CHORD BEARING S74°02'40"E AND A CHORD DISTANCE OF 480.89' TO A POINT; THENCE S63°16'54"E A DISTANCE OF 468.31' TO A POINT; THENCE S17°24'10"E A DISTANCE OF 237.46' TO AN IRON PIN SET; THENCE S25°48'00"W A DISTANCE OF 150.00' TO A ½" REBAR FOUND; THENCE N86°58'36"W A DISTANCE OF 440.00' TO AN IRON PIN SET; THENCE S00°36'40"W A DISTANCE OF 203.60' TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,126,484 SQUARE FEET OR 25.861 ACRES ACCORDING TO THAT PLAT OF SURVEY PREPARED FOR NASSER HEAVY EQUIPMENT, NORTH ATLANTA NATIONAL BANK, AND LAWYERS TITLE INSURANCE CORPORATION DATED NOVEMBER 28, 2005, PREPARED BY GRANT SHEPHERD & ASSOCIATES SURVEYING PLANNING, SEATON G. SHEPHERD, JR. G.A.R.L.S.# 2136.

Doc ID: 001311190004 Type: GLR
Filed: 02/06/2006 at 11:30:00 AM
Fee Amt: \$1,285.50 Page 1 of 4
Transfer Tax: \$1,289.50
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2306 PG 331-334

2306/331

THIS INSTRUMENT PREPARED BY

✓ BARBARA B. CHAKALES
MORGAN & CHAKALES, P.C.
750 Hammond Drive, Suite 12-100
Atlanta, Georgia 30328
(770) 804-8000
File # 9965-12-2

LIMITED WARRANTY DEED

THIS INDENTURE is made as of this 20th day of January, 2006, between Southeast Land Partners, Ltd. (hereinafter referred to as "Grantor") and Nasser Ali Al-Anssi and Marion E. Gamber (hereinafter referred to as "Grantee") ("Grantor" and "Grantee" to include their respective heirs, successors, executors, administrators, legal representatives and assigns where the context requires or permits).

WITNESSETH:

GRANTOR, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and does hereby grant, bargain, sell, convey and confirm unto Grantee, its seventy-five percent (75%) undivided interest in that tract or parcel of land lying and being in Land Lots 145 and 146 of the 2nd District and 5th Section of Douglas County, Georgia and all improvements thereon (hereinafter collectively referred to as the "Land"), as more particularly described in the attached Exhibit "A", which exhibit is incorporated herein.

TO HAVE AND TO HOLD the Land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee forever in FEE SIMPLE; subject only to the matters (hereinafter referred to as "Permitted Exceptions") set out in the attached Exhibit "B", which exhibit is incorporated herein.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Land

2306 0332

unto Grantee against the claims of the Grantor and all persons owning, holding or claiming by, through or under Grantor, except for claims arising under or by virtue of the Permitted Exceptions.

EXECUTED under seal as of the date above.

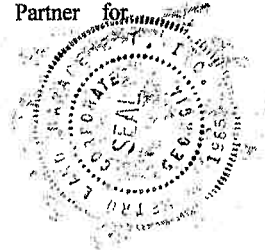
GRANTOR:

Signed, sealed and delivered
in the presence of:

Witness
Shirley Roberts
Notary Public

Southeast Land Partner, Ltd.

BY: *Thomas Harris* (L.S.)
Thomas Harris, President Metro Land
Management, Inc., General Partner for
Southeast Land Partners, LTD.



BK PG

EXHIBIT "A"

2306 0333

All that tract or parcel of land lying and being in Land Lot 145 and 146 of the 2nd District, 5th Section, Douglas County, Georgia, containing 25.832 acres as shown on survey for Metro Land Management, Inc. prepared by Wyman C. Hudson, P.E., dated March 23, 1987, recorded in Plat Book _____, Page _____, Plat Records of Douglas County, and more particularly described as follows:

To find the place or point of beginning, begin at an iron pin at the point of intersection of the northerly right of way line of Edge Road (an 80-foot right of way) with the northwesterly right of way line of Liberty Road and run thence along the northerly right of way line of Edge Road South 89 degrees 48 minutes 27 seconds West 343.23 feet to a point; run thence South 88 degrees 23 minutes 36 seconds West 56.77 feet to an iron pin at a common corner with property now or formerly of Frank Richardson, WHICH IS THE PLACE OR POINT OF BEGINNING; from said beginning point run thence along the northerly right of way line of Edge Road and following the curvature thereof the following courses and distances: South 88 degrees 23 minutes 36 seconds West 382.61 feet, North 82 degrees 50 minutes 42 seconds West 204.49 feet, North 72 degrees 20 minutes 25 seconds West 254.90 feet and North 73 degrees 44 minutes 20 seconds West 282.56 feet to an iron pin at property now or formerly of Cole; run thence along property now or formerly of Cole North 00 degrees 00 minutes West 723.85 feet to an iron pin on the southerly side of the 230-foot right of way of Interstate 20; run thence along said right of way in a northeasterly direction and following the arc of a curve having a chord bearing and distance of North 87 degrees 25 minutes 15 seconds East 228.72 feet, an arc distance of 228.74 feet to a concrete right of way marker; run thence South 87 degrees 14 minutes 14 seconds East 426.66 to a concrete right of way marker; run thence southeasterly along the arc of a curve having a chord bearing and distance of South 74 degrees 02 minutes 40 seconds East 480.89 feet, an arc distance of 483.67 feet to a concrete right of way marker; run thence South 63 degrees 16 minutes 54 seconds East 468.31 feet to a concrete right of way marker; run thence South 17 degrees 24 minutes 10 seconds East 237.46 feet to a concrete right of way marker; run thence South 25 degrees 48 minutes West 150.00 feet to an iron pin at property now or formerly of Frank Richardson; run thence along property now or formerly of Richardson North 86 degrees 58 minutes 35 seconds West 440.00 feet to an iron pin; run thence South 00 degrees 34 minutes 46 seconds West 203.65 feet to an iron pin on the northerly right of way line of Edge Road and the place or point of beginning.

BK PG

2306 0334

Exhibit "B"

Permitted Exceptions

1. Lien of all taxes for the year 2006 and any subsequent years.

Doc ID: 001311200003 Type: GLR
Filed: 02/08/2006 at 11:31:00 AM
Fee Amt: \$14.00 Page 1 of 3
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2306 pg 335-337

2306/335

THIS INSTRUMENT PREPARED BY:

BARBARA B. CHAKALES
MORGAN & CHAKALES, P.C.
750 Hammond Drive, Bldg.12, Suite 100
Atlanta, GA 30328
404-804-8000
File # 9965-12-2

QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, 2006, by an between, NCCF SUPPORT, INC. of the State of Georgia, as party or parties of the first part (hereinafter called Grantor"), and NASSER ALI AL-ANSSI and MARION E. GAMBER of the State of Georgia, as party or parties of the second part (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee its twenty-five percent (25%) undivided interest in that certain tract or parcel of land being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

This Quitclaim deed is given to release any right title or interest the Grantor may have in the above described property by virtue of conflicting legal descriptions in the chain of title and survey.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

[SIGNATURES ON NEXT PAGE]

BK PG
2306 0336

Signed, sealed and delivered
in the presence of:

[Signature]

Witness

[Signature]

Notary Public

Charles Jordan

Notary Public, Fulton Co., GA

My Commission Expires Aug. 8, 2008

NCOF SUPPORT, INC.

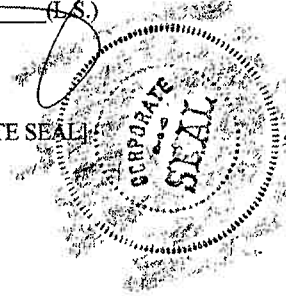
BY: *[Signature]*

(L.S.)

Pamela K. Segars

TITLE: Vice President

[CORPORATE SEAL]



2306 0337

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 145 AND 146, 2ND DISTRICT, DOUGLAS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" REBAR LOCATED THE NORTHWEST INTERSECTION OF EDGE ROAD (80' RIGHT OF WAY) AND LIBERTY ROAD (100' RIGHT OF WAY); THENCE ALONG THE NORTHERLY RIGHT OF WAY OF EDGE ROAD S89°36'57"W A DISTANCE OF 400.05' TO A ½" REBAR FOUND AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY S88°23'36"W A DISTANCE OF 382.61' TO A POINT; THENCE N82°50'42"W A DISTANCE OF 204.49' TO A POINT; THENCE N72°20'25"W A DISTANCE OF 254.90' TO A POINT; THENCE N73°44'20"W A DISTANCE OF 282.56' TO A ½" REBAR FOUND; THENCE N00°00'00"E A DISTANCE OF 723.85' TO A ½" REBAR FOUND; THENCE ALONG A CURVE TO THE RIGHT 228.74', SAID CURVE HAVING A RADIUS OF 4567.01' AND A CHORD BEARING N87°25'15"E AND A CHORD DISTANCE OF 228.72' TO A POINT; THENCE S87°14'14"E A DISTANCE OF 426.66' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT 483.67', SAID CURVE HAVING A RADIUS OF 1300.85' AND A CHORD BEARING S74°02'40"E AND A CHORD DISTANCE OF 480.89' TO A POINT; THENCE S63°16'54"E A DISTANCE OF 468.31' TO A POINT; THENCE S17°24'10"E A DISTANCE OF 237.46' TO AN IRON PIN SET; THENCE S25°48'00"W A DISTANCE OF 150.00' TO A ½" REBAR FOUND; THENCE N86°58'36"W A DISTANCE OF 440.00' TO AN IRON PIN SET; THENCE S00°36'40"W A DISTANCE OF 203.60' TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,126,484 SQUARE FEET OR 25.861 ACRES ACCORDING TO THAT PLAT OF SURVEY PREPARED FOR NASSER HEAVY EQUIPMENT, NORTH ATLANTA NATIONAL BANK, AND LAWYERS TITLE INSURANCE CORPORATION DATED NOVEMBER 28, 2005, PREPARED BY GRANT SHEPHERD & ASSOCIATES SURVEYING PLANNING, SEATON G. SHEPHERD, JR. G.A.R.L.S.# 2136.

Doc ID: 001311210003 Type: GLR
Filed: 02/06/2008 at 11:31:00 AM
Fee Amt: \$14.00 Page 1 of 3
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2306 Pg 338-340

2306/338

THIS INSTRUMENT PREPARED BY:

BARBARA B. CHAKALES
MORGAN & CHAKALES, P.C.
750 Hammond Drive, Bldg. 12, Suite 100
Atlanta, GA 30328
404-804-8000
File # 9965-12-2

QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, 2006,

Southeast Land Partners, Ltd.

of the State of Georgia, as party or parties of the first part (hereinafter called Grantor"), and

Nasser Ali Al-Anssi and Marion E. Gamber

of the State of Georgia, as party or parties of the second part (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee its seventy-five percent (75%) undivided interest in that certain tract or parcel of land being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

This Quitclaim deed is given to release any right title or interest the Grantor may have in the above described property by virtue of conflicting legal descriptions in the chain of title and survey.

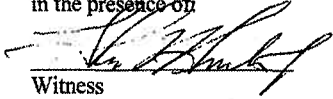
3

BK PG
2306 0339

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

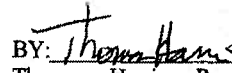
IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

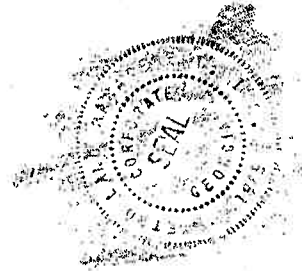
Signed, sealed and delivered
in the presence of


Witness


Notary Public

Southeast Land Partners, Ltd.

BY:  (L.S.)
Thomas Harris, President Metro Land
Management, Inc., General Partner for
Southeast Land Partners, LTD.



BK PG

2306 0340

EXHIBIT "A"

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 145 AND 146, 2ND DISTRICT, DOUGLAS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" REBAR LOCATED THE NORTHWEST INTERSECTION OF EDGE ROAD (80' RIGHT OF WAY) AND LIBERTY ROAD (100' RIGHT OF WAY); THENCE ALONG THE NORTHERLY RIGHT OF WAY OF EDGE ROAD S89°36'57"W A DISTANCE OF 400.05' TO A ½" REBAR FOUND AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY S88°23'36"W A DISTANCE OF 382.61' TO A POINT; THENCE N82°50'42"W A DISTANCE OF 204.49' TO A POINT; THENCE N72°20'25"W A DISTANCE OF 254.90' TO A POINT; THENCE N73°44'20"W A DISTANCE OF 282.56' TO A ½" REBAR FOUND; THENCE N00°00'00"E A DISTANCE OF 723.85' TO A ½" REBAR FOUND; THENCE ALONG A CURVE TO THE RIGHT 228.74', SAID CURVE HAVING A RADIUS OF 4567.01' AND A CHORD BEARING N87°25'15"E AND A CHORD DISTANCE OF 228.72' TO A POINT; THENCE S87°14'14"E A DISTANCE OF 426.66' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT 483.67', SAID CURVE HAVING A RADIUS OF 1300.85' AND A CHORD BEARING S74°02'40"E AND A CHORD DISTANCE OF 480.89' TO A POINT; THENCE S63°16'54"E A DISTANCE OF 468.31' TO A POINT; THENCE S17°24'10"E A DISTANCE OF 237.46' TO AN IRON PIN SET; THENCE S25°48'00"W A DISTANCE OF 150.00' TO A ½" REBAR FOUND; THENCE N86°58'36"W A DISTANCE OF 440.00' TO AN IRON PIN SET; THENCE S00°36'40"W A DISTANCE OF 203.60' TO THE TRUE POINT OF BEGINNING.

SAID TRACT CONTAINING 1,126,484 SQUARE FEET OR 25.861 ACRES ACCORDING TO THAT PLAT OF SURVEY PREPARED FOR NASSER HEAVY EQUIPMENT, NORTH ATLANTA NATIONAL BANK, AND LAWYERS TITLE INSURANCE CORPORATION DATED NOVEMBER 28, 2005, PREPARED BY GRANT SHEPHERD & ASSOCIATES SURVEYING PLANNING, SEATON G. SHEPHERD, JR. G.A.R.L.S.# 2136.



Doc ID: 001447710003 Type: GLR
Filed: 05/19/2006 at 10:28:00 AM
Fee Amt: \$14.00 Page 1 of 3
Douglas County Georgia
Cindy Chaffin Clerk Superior Court

BK 2363 PG 44-46

Doc ID: 001311210003 Type: GLR
Filed: 02/06/2006 at 11:31:00 AM
Fee Amt: \$14.00 Page 1 of 3
Douglas County Georgia
Cindy Chaffin Clerk Superior Court
BK 2306 PG 338-340

2363/44

THIS INSTRUMENT PREPARED BY:

BARBARA B. CHAKALES
MORGAN & CHAKALES, P.C.
750 Hammond Drive, Bldg.12, Suite 100
Atlanta, GA 30328
404-804-8000
File # 9965-12-2

QUITCLAIM DEED

THIS INDENTURE, made the 20th day of January, 2006,

Southeast Land Partners, Ltd.

of the State of Georgia, as party or parties of the first part (hereinafter called Grantor"), and

Nasser Ali Al-Anssi and Marion E. Gamber

of the State of Georgia, as party or parties of the second part (hereinafter called "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of one dollar (\$1.00) and other valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee its seventy-five percent (75%) undivided interest in that certain tract or parcel of land being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

This Quitclaim deed is given to release any right title or interest the Grantor may have in the above described property by virtue of conflicting legal descriptions in the chain of title and survey.

3

Re-Record to add Notary Public Seal

BK PG
2363 0045
2306 0339

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, Grantor has signed and sealed this deed, the day and year first above written.

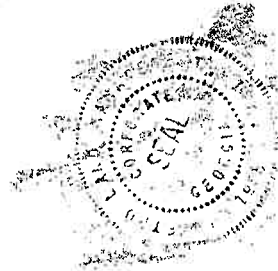
Signed, sealed and delivered
in the presence of

Witness

Notary Public

Southeast Land Partners, Ltd.

BY: Thomas Harris (L.S.)
Thomas Harris, President Metro Land
Management, Inc., General Partner for
Southeast Land Partners, LTD.



BK PG
~~2386 0340~~

EXHIBIT "A"

BK PG
 2363 0046 L

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 145 AND 146, 2ND DISTRICT, DOUGLAS COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A ½" REBAR LOCATED THE NORTHWEST INTERSECTION OF EDGE ROAD (80' RIGHT OF WAY) AND LIBERTY ROAD (100' RIGHT OF WAY); THENCE ALONG THE NORTHERLY RIGHT OF WAY OF EDGE ROAD S89°36'57"W A DISTANCE OF 400.05' TO A ½" REBAR FOUND AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY S88°23'36"W A DISTANCE OF 382.61' TO A POINT; THENCE N82°50'42"W A DISTANCE OF 204.49' TO A POINT; THENCE N72°20'25"W A DISTANCE OF 254.90' TO A POINT; THENCE N73°44'20"W A DISTANCE OF 282.56' TO A ½" REBAR FOUND; THENCE N00°00'00"E A DISTANCE OF 723.85' TO A ½" REBAR FOUND; THENCE ALONG A CURVE TO THE RIGHT 228.74', SAID CURVE HAVING A RADIUS OF 4567.01' AND A CHORD BEARING N87°25'15"E AND A CHORD DISTANCE OF 228.72' TO A POINT; THENCE S87°14'14"E A DISTANCE OF 426.66' TO A POINT; THENCE ALONG A CURVE TO THE RIGHT 483.67', SAID CURVE HAVING A RADIUS OF 1300.85' AND A CHORD BEARING S74°02'40"E AND A CHORD DISTANCE OF 480.89' TO A POINT; THENCE S63°16'54"E A DISTANCE OF 468.31' TO A POINT; THENCE S17°24'10"E A DISTANCE OF 237.46' TO AN IRON PIN SET; THENCE S25°48'00"W A DISTANCE OF 150.00' TO A ½" REBAR FOUND; THENCE N86°58'36"W A DISTANCE OF 440.00' TO AN IRON PIN SET; THENCE S00°36'40"W A DISTANCE OF 203.60' TO THE TRUE POINT OF BEGINNING.

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CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-05-21 – Parcel #: 01470250019 -Veteran's Memorial Highway

CITY COUNCIL AGENDA DATE: April 13, 2021

DATE: March 29, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: ServPro/Ricky Wilson of Villa Rica, GA is requesting a variance from providing sidewalks along Veteran's Memorial Highway. The frontage along Veteran's Memorial Highway is approximately 1,065 linear feet.

BACKGROUND: The applicant proposes to construct a 75,000 sq. ft. warehouse and office building in order for ServPro to expand their business footprint in the West Georgia area. The development will serve as the major hub for their commercial operations in the area. The applicant has stated the reason for not complying with the sidewalk regulations is due to the adjacent parcels being developed without a sidewalk along the frontage of Highway 78, no existing sidewalk to connect to, and this route being in close proximity to a commercial corridor and the I-20 Gateway. The applicant states that the owner believes that the sidewalk is not necessary in this area and it would create an extra cost for an unnecessary element of the development. Section 304.10(A) of the Villa Rica Development Code requires sidewalks on all existing streets where new building construction occurs if required by the Community Development Department.

STAFF RECOMMENDATION: Staff recommends approval.

PLANNING COMMISSION: N/A

MOTION:

I move to approve the variance request from ServPro/Ricky Wilson of Villa Rica, GA to not provide sidewalks as required in the Villa Rica Development Code for the frontage of the property along Veteran's Memorial Highway.



March 10, 2021

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

Re: Planning Report
ServPro – Ricky Wilson
VA-05-21
Hwy 78/Veteran's Memorial Highway
Land Lot 147, District 2, Section 5
Parcel # 01470250019
Acreage: 10.81
Ward: 1
Planning Board Member: Willie Marchman
City Council Member: Shirley Marchman
City of Villa Rica, Douglas County, Georgia

Dear Mrs. Doyal:

ServPro/Ricky Wilson (the Applicant) seeks a variance from the city requirement to provide sidewalks along all frontages. The property fronts onto Highway 78/Veterans Memorial Highway. The variances are outlined in Section D.

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

1. Application for a Variance, dated March 3rd, 2021;
2. Applicant Summary Description of Project, dated March 5, 2021 and signed by Darryl D. Ray, RLA;
3. Warranty deed, dated February 5th, 2021, signed by Larry B. Boggs of Benchmark United, Inc.;
4. Sidewalk Variance Exhibit, dated March 3rd, 2021, prepared by HRC Inc.



A. Existing Conditions

The subject property is located south of Highway 78/Veterans Memorial Highway in Douglas County. The parcel has approximately 1,065' of frontage along Highway 78 and consists of 10.81 acres. The property is features soft hills and does not have any streams within its boundaries.

The parcel is currently zoned Industrial Medium-Density (I2) and features undeveloped land. The parcel borders a city boundary/unincorporated area along its northern and western edges. The parcel is directly adjacent to the I2 Zone to the west and south. In addition, the parcel borders the Residential-Agricultural (R-A) zone to the east and Light Industrial (LI) zone to the north, both of which are administered by Douglas County based on the Douglas County Zoning Map, Villa Rica Zoning Map and Douglas County Tax Assessor map. However, the Villa Rica Future Land Use Map indicates the property north of the subject site (across Highway 78) is in the city limits, which appears to be in error.

The parcel borders the following parcels (the current use on each is included):

- 14850 Veterans Memorial Highway – Northern border along Veterans Memorial Highway/Highway 78 – 8.39 acres; **Scruggs Blending & Packaging (cement manufacturer) warehouse and production facility.**
- 5810 Trade Center Court – Southern border along Trace Center Court – 32.04 acre; **Southwire warehouse.**
- 101 Boggs Road – Western border along Boggs Road and Highway 78 – 10.01 acres; **Southeast Connections (utility contractor) offices and warehouse.**
- 14851 Veterans Memorial Highway – Eastern border along Veterans Memorial Highway/Highway 78 – 3.21 acres; **American Tel & Tel Co (ATT) cell tower.**

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Light Industrial (LI) – Douglas County	Workplace Center (WC)
East	Residential-Agricultural (R-A) – Douglas County	Transportation/Communication/Utilities (TCU)
South	Industrial Medium-Density (I2) – City	Industrial Activity Center
West	Industrial Medium-Density (I2) – City	Industrial Activity center



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

B. Site History

The parcel is vacant and has been vacant throughout its existence since it was subdivided in approximately 2017. Prior to that time, the parcel was adjoined by adjacent parcels that also featured vacant land, however as the industrial sector developed in the area, subdivision of the master parcel created smaller lots for future development, such as the subject site. The Unified Development Code (UDC) zoned the property as a Planned Unit Development (PD), which has been in existence since the City Council rezoned the property from “A-1” to “PD” in 1990. The property was rezoned from PD to Industrial Medium-Density (I2) during the citywide rezoning effort in 2020.

C. Proposed Development

The applicant’s request for a variance is for a removal of the requirements to supply sidewalks along Veterans Memorial Highway/Highway 78. The proposed project is to construct a 75,000 sq. ft. warehouse and office building in order for Servpro to expand their business footprint in the West Georgia area. The applicant’s site plan also shows a future expansion area for a future 50,000 sq. ft. building with an accessory storage yard and a stormwater management pond. The development will serve as the major hub for their commercial operations in the area. The



applicant's stated reasons for not complying with the sidewalk regulations is due to the adjacent parcels being developed without a sidewalk along the frontage of Highway 78, no existing sidewalk to connect to, and this route being in close proximity to a commercial corridor and the I-20 Gateway. The applicant states that the owner believes that the required sidewalk is not necessary in this area and it would create an extra cost for an unnecessary element of the development.

Flood Plain

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

National Flood Hazard Layer FIRMette



Legend

SEE FIRM REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Basic Flood Elevation (BFE) Zone A, X, AE With BFE and Depth from A.C. to A.V.C. AE Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% Annual Chance Flood with average depth less than one foot or with drainage areas of less than one square mile Zone X Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to levee, See Notes, Zone X Area with Flood Risk due to levee Zone X
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X Effective UGMs Area of Unincorporated Flood Hazard Zone X
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer Levee, Dike, or Roadwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation Channel Transition Basic Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Channel Transition Baseline Profile Baseline Hydrographic Feature
MAP PANELS	Digital Data Available No Digital Data Available Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.



Figure 2: FEMA Flood Map



D. Variances

The developer has requested variance relief from one subsection of Section 304 of the Villa Rica Development Regulations as outlined below. The applicant has cited that there is no sidewalk to connect to and the adjacent parcels being developed without a sidewalk as the primary purposes of their request as outlined in Section C.

The Applicant has requested variance relief for the following:

1. Section 304.10(A) – Sidewalks shall be required on at least one side of all new streets. In addition, they shall be required on all existing streets where new building construction occurs if required by the Community Development Department. In addition, they shall be required on all existing streets where new building construction occurs if required by the Community Development Department.

The applicant proposes to exclude sidewalks from being installed on the Veterans Memorial Highway/Highway 78 frontage, which is approximately 1,065’.

Proofs for Variances

In review of the variance requested for the development, the “benefits vs. detriments” of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and stem from the lack of connectivity of the sidewalks to other sites as those sites were developed without sidewalks. The applicant has also stated that because of the location of the site near a commercial corridor and the I-20 Gateway Character Area, a sidewalk is not appropriate. Staff could not identify any benefits or detriments from an approval of the requested variance.

The Comprehensive Plan states the following regarding the Industrial activity Center areas:

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

The existing development pattern in the area is exclusive of sidewalks in all developments nearby. While it is feasible to install sidewalks along the road frontage, it is not viable to do so should the sidewalks not connect to the adjacent sites to create a path of walkability from site to site and nearby destinations. Inter-connectivity is solely vehicular in nature. Therefore, it can be concluded that the Comprehensive Plan will not be negatively impacted by the variances. Staff advises that the benefits of the variances would substantially outweigh any detriment.

Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria,



consistent with the requirements of the Georgia Code.

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

i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community.

ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The application of the zoning ordinance will not result in a practical difficulty in the use of the property; however, it is impractical to construct sidewalks for the development that do not lead to a network of other sidewalks. Veterans Memorial Highway does not currently have sidewalks within Douglas County, and it may be unreasonable to require them for one property on the entire road length within the Douglas County portion of the city. While the applicant has specified that the requirement would cause a financial burden, the applicant has also specified legitimate reasoning for the request specific to the inability to connect the site for pedestrian access even with the installation of sidewalks. It does not appear that the request is self-imposed.

E. Comments

No Staff Comments.

Recommendation:

Staff recommendation:

Variances: APPROVAL

Reasons: The lack of sidewalk networks to connect the required off-site sidewalks make the strict application of the code impractical.



ServPro/Ricky Wilson – Highway 78

VA-05-21

March 10, 2021

Page 7 of 9

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on March 25th, 2021; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

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

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

Very truly yours,

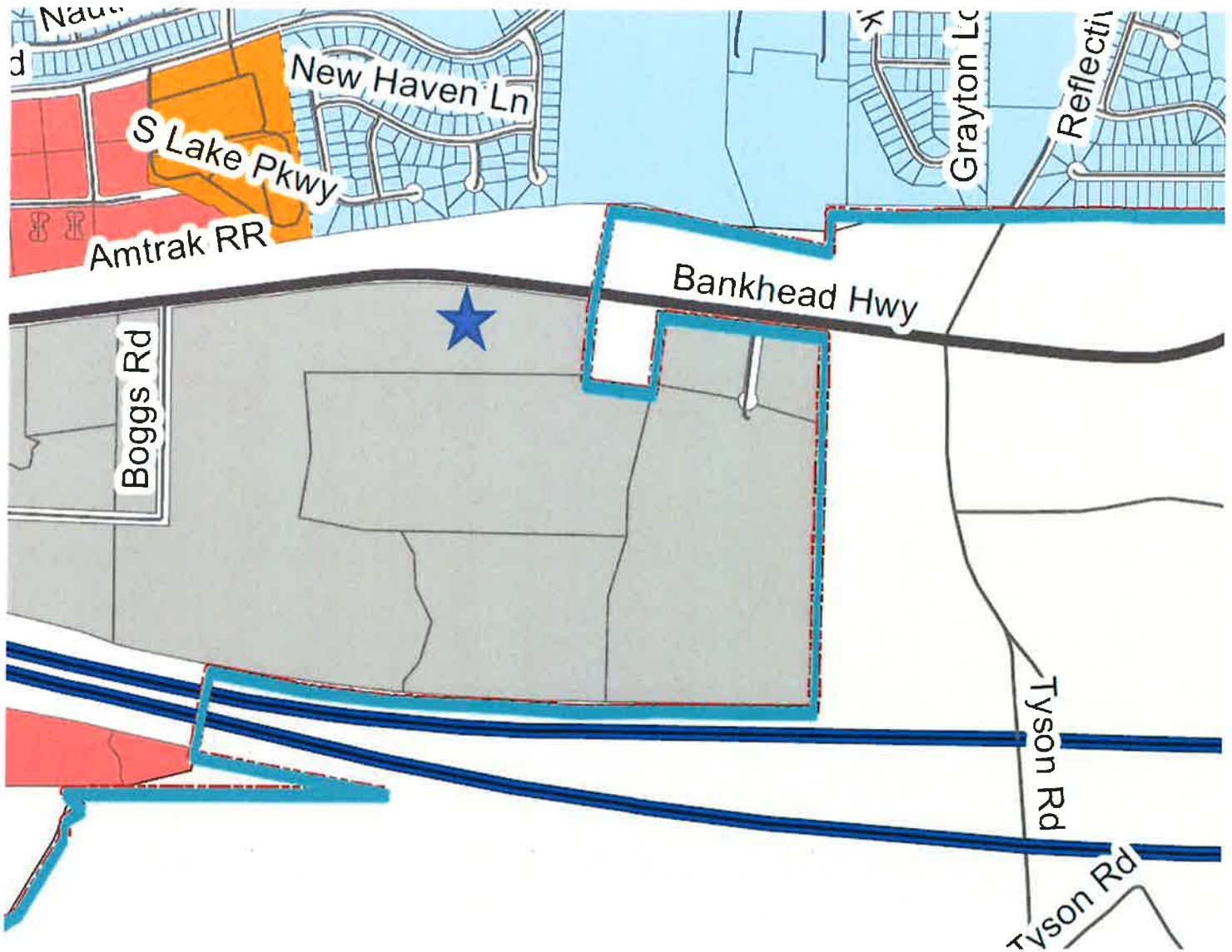
Ronald Johnson

Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)
David Mecklin, Esq., City Attorney (via email)
Bobby Elliott, P.E., Community Development Director/City Engineer (via email)
Chris Montesinos, AICP (via email)



Villa Rica Zoning Map:



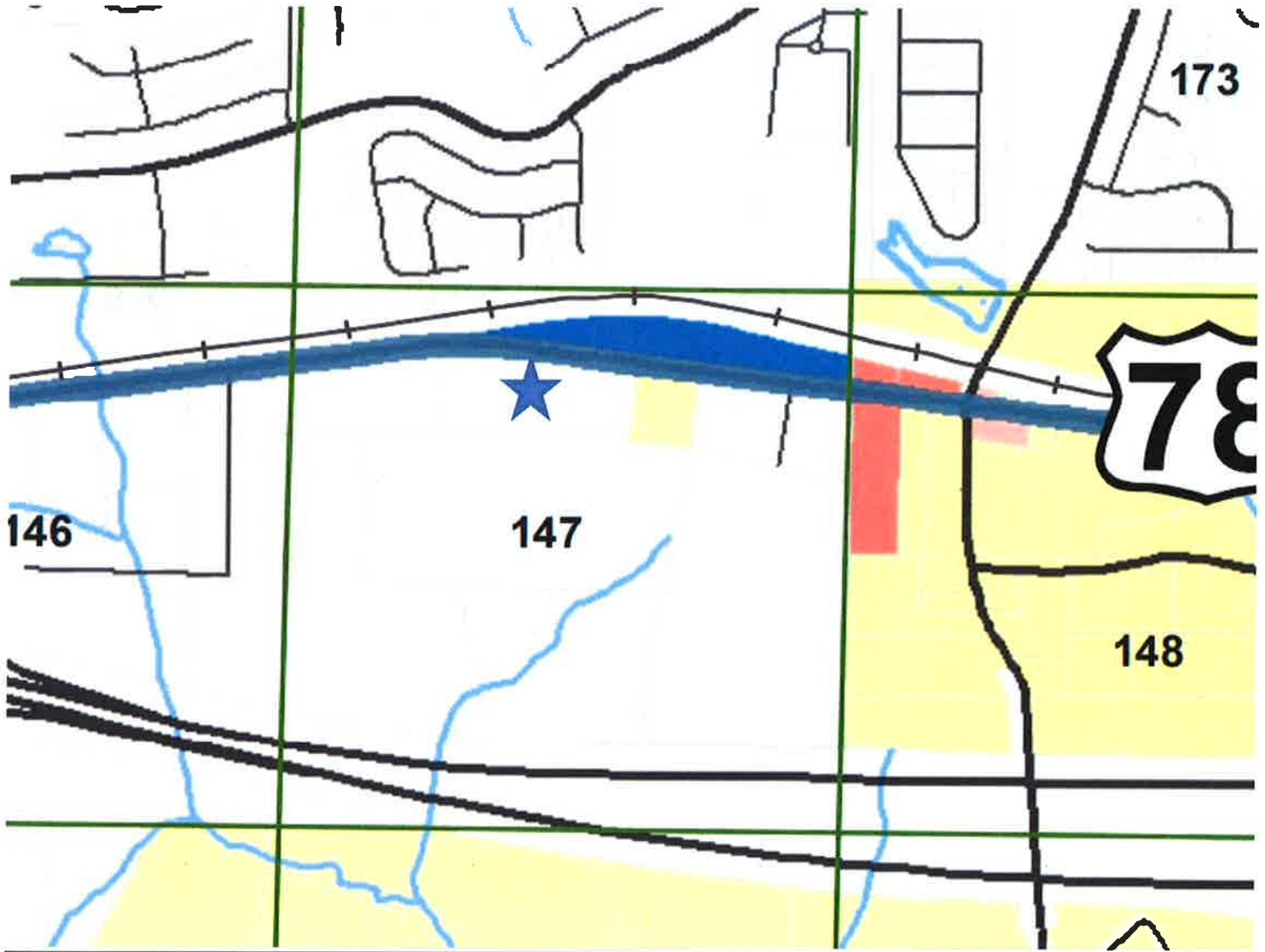


Villa Rica Future Land Use Map:



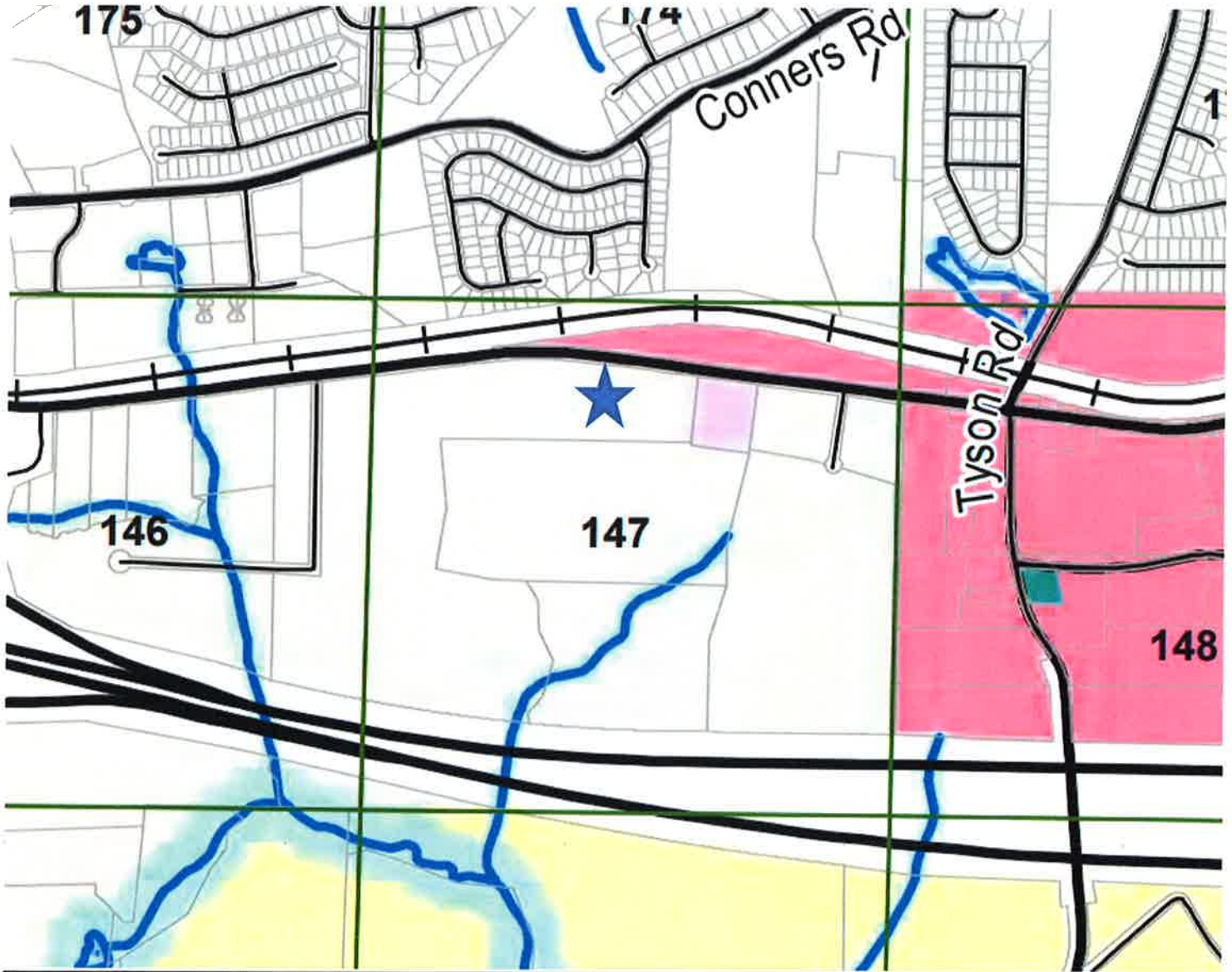


Douglas County Zoning Map:





Douglas County Future Land Use Map:





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

Date of Application: March 5, 2021

Applicant Name: SERVPRO - Ricky Wilson

Address: 505 Berry Drive **City:** Villa Rica **State:** GA **Zip:** 30180

Phone: (678) 769 - 5459 **Fax:** () - **Email:** Ricky.wilson@wilproenterprises.com

Agent Name: Darryl Ray, RLA

Address: 6554 Church Street **City:** Douglasville **State:** GA **Zip:** 30134

Phone: (770) 942 - 0196 **Fax:** () - **Email:** Dray@HRCengineers.com

Owner Name (If different from applicant): _____

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

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: _____

(Unassigned address) Highway 78, Parcel # 01470250019

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

Signature of Applicant

Date _____



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

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

Variance:

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

Appeals from Staff Determinations:

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

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

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

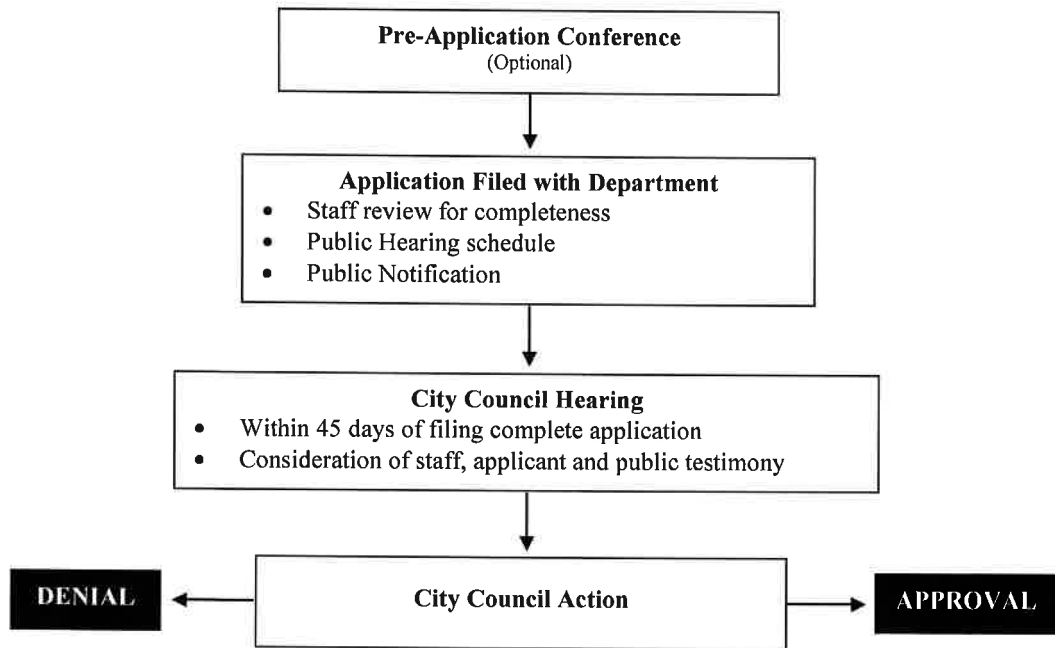
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS





**ENGINEERS | SURVEYORS
LANDSCAPE ARCHITECTS**

6554 E. CHURCH ST DOUGLASVILLE, GA 30134
TEL: 770.942.0196 | FAX: 770.942.0152
www.HughesRay.com

March 5, 2021

Ronald Johnson
Planning & Zoning Commission
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180
(678) 785-1004

**RE: H20220 SERVPRO Sidewalk Variance Request
US Highway 78
Villa Rica, Georgia**

To whom it may concern,

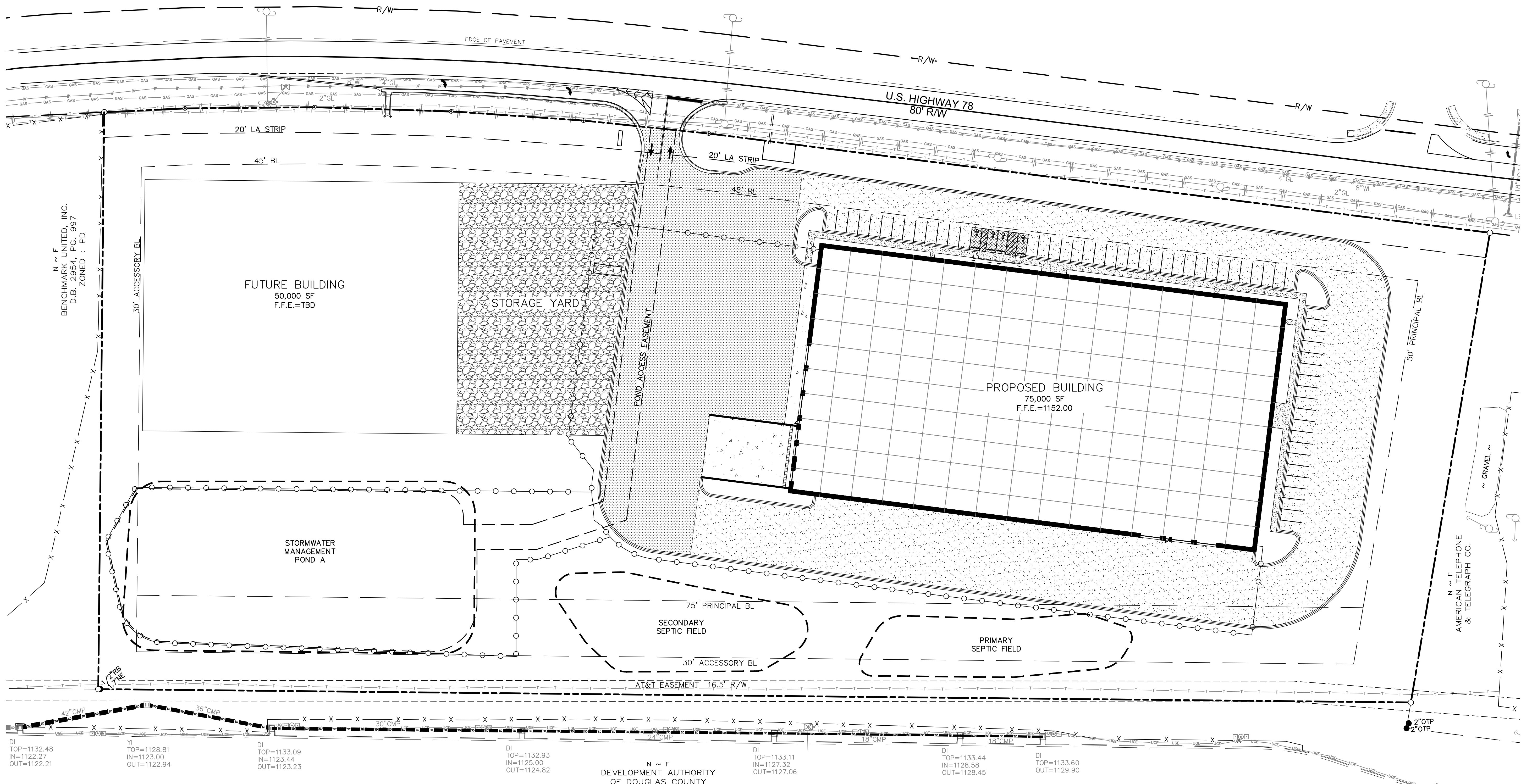
SERVPRO is proposing to develop a new 75,000 SF warehouse/office building on the undeveloped site located on Highway 78 (Parcel # 01470250019) in order to expand their business footprint in the West Georgia area and beyond. This development will serve as the major hub for their commercial operations in the area. Due to the adjacent parcels being developed without a sidewalk along the frontage of Highway 78, no existing sidewalk to connect to, and this route being in close proximity to a commercial corridor and the I-20 Gateway, SERVPRO is requesting a variance from the required sidewalk construction per City of Villa Rica Code of Ordinances, Appendix A, Section 304.10A. It is the opinion of the owner that the required sidewalk is not necessary in this area and it would create an extra cost for an unnecessary element of the development. The attached site plan reflects an approval of this variance.

Should you have any questions or require additional information, please feel free to contact me via email or phone.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Darryl D. Ray', with a long, sweeping flourish extending to the right.

Darryl D. Ray, RLA
dray@hrcengineers.com
770-942-0196



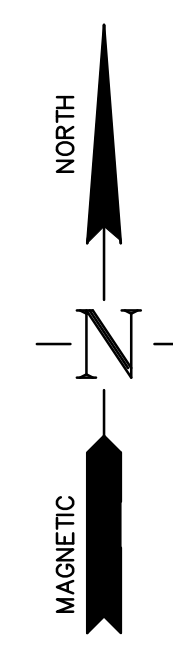
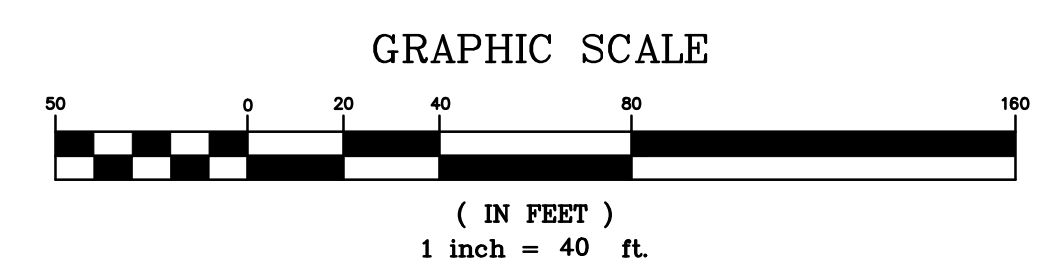
42" CMP 36" CMP 30" CMP 24" CMP 18" CMP 16" CMP 14" CMP 12" CMP 10" CMP 8" CMP 6" CMP 4" CMP 2" CMP

Station	Top	In	Out
D1	1132.48	1122.27	1122.21
Y1	1128.81	1123.00	1122.94
D1	1133.09	1123.44	1123.23
D1	1132.93	1125.00	1124.82
D1	1133.11	1127.32	1127.06
D1	1133.44	1128.58	1128.45
D1	1133.60	1129.90	

N ~ F
DEVELOPMENT AUTHORITY
OF DOUGLAS COUNTY
D.B. 2467, PG. 152
ZONED : PD

PAVING LEGEND

HEAVY DUTY PAVING HATCH	NORMAL DUTY PAVING HATCH	HEAVY DUTY CONCRETE HATCH	NORMAL DUTY CONCRETE	SIDEWALK HATCH



PREPARED BY:
HRC
HUGHES-RAY COMPANY, INC.
ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS
6554 EAST CHURCH STREET
DOUGLASVILLE, GEORGIA 30134
P 770.942.0196
F 770.942.0152
www.HughesRay.com

SIDEWALK VARIANCE EXHIBIT
OF
SERVPRO - HIGHWAY 78
L.L. 147, 2nd DISTRICT, 5th SECTION
VILLA RICA, GEORGIA

OWNER:
RICKY WILSON
505 BERRY DRIVE
VILLA RICA, GA 30180
DEVELOPER:
SAME AS ABOVE
24 HR. CONTACT:
RICKY WILSON
PHONE: (678) 769-5459
EMAIL: RICKY.WILSON@
WILPROENTERPRISES.COM

DATE: 3/5/21
DRAWN BY: SAK
CHECKED BY: HBR
JOB#: H20220
EXHIBIT



Doc ID: 011971900002 Type: WD
Recorded: 02/12/2021 at 09:00:00 AM
Fee Amt: \$666.40 Page 1 of 2
Transfer Tax: \$641.40
Douglas County Georgia
ANNETTA D STEMBRIDGE Clerk Superior
BK **3924** PG **868-869**

✓ Return Recorded Document to:
DON F. DEFOOR, P.C.
3144 GOLF RIDGE BLVD., STE. 201

DOUGLASVILLE, GEORGIA 30135
WARRANTY DEED

STATE OF GEORGIA
COUNTY OF DOUGLAS **File #: 21020504**

This Indenture made this **5th** day of **February, 2021** between **Benchmark United, Inc.**, State of Georgia, as party or parties of the first part, hereinafter called Grantor, and **Wilson 4 Properties LLC**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

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

See Exhibit "A" Attached.

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

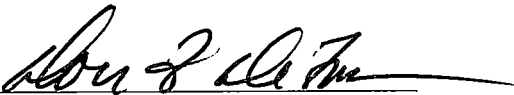
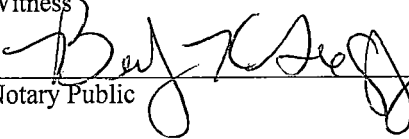
TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE**.

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

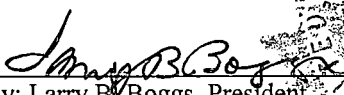
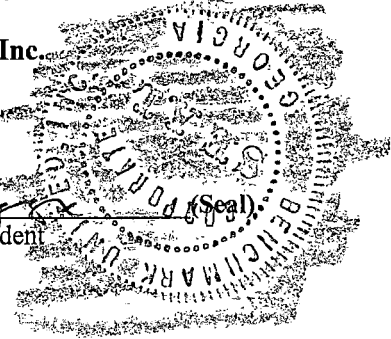
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Benchmark United, Inc.


Witness

Notary Public




By: Larry B. Boggs, President 

DK 3924 PG 0869

EXHIBIT "A"

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 147 OF THE 2ND DISTRICT, 5TH SECTION, CITY OF VILLA RICA, DOUGLAS COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EASTERLY RIGHT-OF-WAY OF AN UNAMED ROAD AND THE SOUTHERLY RIGHT-OF-WAY OF US HIGHWAY 78 (80' R/W); THENCE, WESTERLY, ALONG SAID RIGHT-OF-WAY, TO THE POINT OF BEGINNING;

THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, NORTH 87 DEGREES 15 MINUTES 23 SECONDS EAST, 64.35 FEET TO A POINT; THENCE, NORTH 89 DEGREES 29 MINUTES 38 SECONDS EAST, 102.92 FEET TO A POINT; THENCE, SOUTH 88 DEGREES 16 MINUTES 25 SECONDS EAST, 108.93 FEET TO A POINT; THENCE, SOUTH 86 DEGREES 01 MINUTE 17 SECONDS EAST, 105.52 FEET TO A POINT; THENCE, SOUTH 84 DEGREES 05 MINUTES 25 SECONDS EAST, 100.16 FEET TO A POINT; THENCE, SOUTH 82 DEGREES 45 MINUTES 19 SECONDS EAST, 626.44 FEET TO A POINT; THENCE, LEAVING SAID RIGHT-OF-WAY, SOUTH 09 MINUTES 32 MINUTES 58 SECONDS WEST, 379.02 FEET TO A POINT; THENCE, NORTH 89 DEGREES 25 MINUTES 06 SECONDS WEST, 1044.24 FEET TO A POINT, THENCE, NORTH 00 DEGREES 34 MINUTES 54 SECONDS EAST, 459.11 FEET TO THE POINT OF BEGINNING;

SAID TRACT OR PARCEL CONTAINING 10.69 ACRES

JBC

Assessor Report	Convert to PDF	Parcel Number
Douglas County, GA	2/23/2021	01470250001



Owner Information	
Owner	AMERICAN TELEPHONE & TELE
Mailing Address	1
Address 2	% STATE & LOCAL TAX SUPER
Address 3	ROOM 5A215, ROUTE 202 & 2
City, State, Zip	BEDMINSTER, NJ 07921



Mobile
Maps and
Information



**Please note:* Questions regarding any information should be directed to the Douglas County Appraisal Department at (770) 920-7228.

Property Information				
Property Address		Legal Description		Acres
14851 VETERANS MEMORIAL HWY		BLDG/MICRO-WAVE TOWERS/LOT, U.S. HIGHWAY 78		3.21
Class Code (Not Zoning)		Neighborhood	Landlot/District	
Public Utility		2-5 NW	147/25	
Homestead Exemption		Special	Tax District	
S0		3	COUNTY	
2020 Values				
Land	Improvements	Accessories	Total Value	Previous Value
\$1	\$0	\$0	\$1	\$1
Land Information				
Type	Description	Acres	Soil Productivity	
RES	0	3.21	NA	

Assessor Report	Convert to PDF	Parcel Number
Douglas County, GA	2/23/2021	01470250003



Owner Information	
Owner	VALDOSTA COLOR BLENDING, LLC
Mailing Address 1	
Address 2	14850 VETERANS MEMORIAL HWY
Address 3	
City, State, Zip	VILLA RICA, GA 30180



Mobile
Maps and
Information



*Please note: Questions regarding any information should be directed to the Douglas County Appraisal Department at (770) 920-7228.

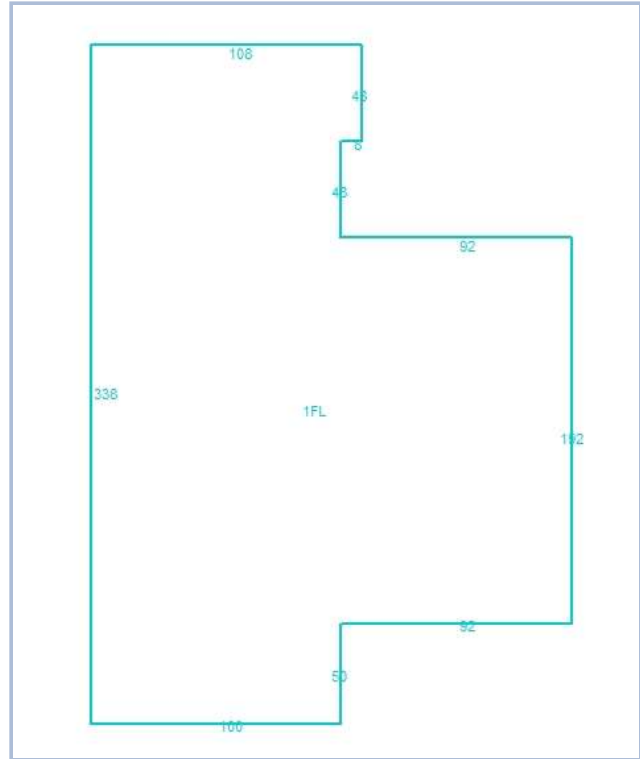
Property Information			
Property Address	Legal Description	Acres	
14850 VETERANS MEMORIAL HWY	3 BLDGS/RAIL SPUR/8.386 ACRES, U.S. HWY 78	8.39	
Class Code (Not Zoning)	Neighborhood	Landlot/District	
Commercial	DC COMM-6070	147/25	
Homestead Exemption	Special	Tax District	
S0	3	COUNTY	

2020 Values				
Land	Improvements	Accessories	Total Value	Previous Value
\$211,400	\$1,455,700	\$124,900	\$1,792,000	\$1,792,000

Land Information			
Type	Description	Acres	Soil Productivity
RES	0	8.39	NA

Accessory Information			
Description	Year Built	Dimensions/Units	Value
Street List -25	2019	0x0 0.00	
Canopy	2017	40x96 0.00	\$9,800
Paving-Conc.(O) 4" >10000	2004	0x0 82500.00	\$93,500
Comm. Chain Link Barbed Wire	2004	5x4200 4200.00	\$13,700
Railroad Spur	1990	0x0 525.00	\$7,900

Commercial Improvements 1 of 3				
Description	Year Built	Square Feet	Exterior Walls	Value
Lumber Storage Bldg-5	2003	51,848		\$669,500



Commercial Improvements 2 of 3

Description	Year Built	Square Feet	Exterior Walls	Value
Office Buildings-4P	2000	1,680		\$136,000



Commercial Improvements 3 of 3

Description	Year Built	Square Feet	Exterior Walls	Value
Material Storage Bldg-5	2016	32,400		\$650,200

Commercial Improvements Extras

Description	Year Built	Dimensions/Units	Value
4Loading Dock-Steel & Concret	2017	20x40 0.00	\$11,700



Sales History

Sale Price	Sale Date	Reason	Grantor	Grantee	Deed Book	Plat Page
\$975,000	6/24/2011	Fair Market Value	CAPITOL ACQUISITIONS, LLC	VALDOSTA COLOR BLENDING, LLC	2947 679	
\$335,000	11/14/2000	Fair Market Value	WEYERHAEUSER COMPANY	CAPITOL ACQUISITIONS	0137101000	
\$0	11/14/2000	Corrective Deed	CAPITOL ACQUISITIONS	CAPITOL ACQUISITIONS	01383 0788	000260 250
\$100,000	11/30/1992	Fair Market Value		WEYERHAEUSER COMPANY	007890 347	

Assessor Report	Convert to PDF	Parcel Number
Douglas County, GA	2/23/2021	01470250014



Owner Information	
Owner	DEVELOPMENT AUTHORITY OF DOUGLAS COUNTY
Mailing Address 1	
Address 2	c/o USAA REAL ESTATE CO./JASON HANS
Address 3	9830 COLONNADE BLVD SUITE 600
City, State, Zip	SAN ANTONIO, TX 78230



Mobile
Maps and
Information



*Please note: Questions regarding any information should be directed to the Douglas County Appraisal Department at (770) 920-7228.

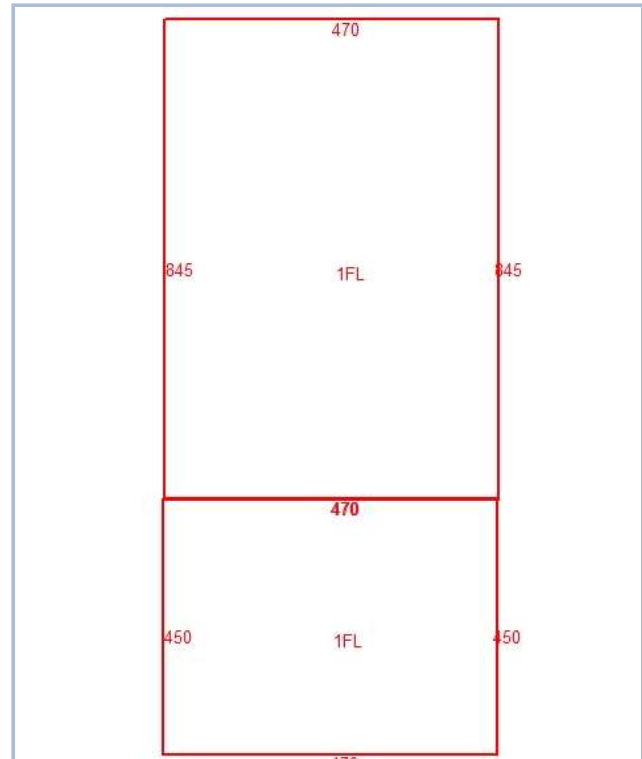
Property Information		
Property Address	Legal Description	Acres
5810 TRADE CENTER CT	BLDG/32.04 AC PCL #1. I-20 WEST TRADE CENTER	32.04
Class Code (Not Zoning)	Neighborhood	Landlot/District
Industrial	DC INDUST-6071	147/25
Homestead Exemption	Special	Tax District
S0	3	VILLA RICA

2020 Values				
Land	Improvements	Accessories	Total Value	Previous Value
\$1,000,000	\$14,760,000	\$240,000	\$16,000,000	\$16,000,000

Land Information			
Type	Description	Acres	Soil Productivity
RES	0	32.04	NA

Accessory Information			
Description	Year Built	Dimensions/Units	Value
Paving-Asph.(J) 3" >10000	2006	0x0 187625.00	\$150,000
Paving-Conc.(O) 4" >10000	2006	0x0 83700.00	\$90,000

Commercial Improvements 1 of 1				
Description	Year Built	Square Feet	Exterior Walls	Value
Mega Storage Dist Whse-3	2006	397,150		\$14,760,000



Commercial Improvements Extras

Description	Year Built	Dimensions/Units	Value
4Sprinklers Wet>100KSqFt	2006	0x0 397150.00	\$885,700

Sales History

Sale Price	Sale Date	Reason	Grantor	Grantee	Deed Book	Plat Page
\$0	8/1/2006	Government (HUD,etc)	VILLA RICA INDUSTRIAL, LLC	DEVELOPMENT AUTHORITY OF DOUGLAS COUNTY	2467 152	
\$2,926,000	8/25/2005	Land purchased and split	BENCHMARK UNITED, INC.	VILLA RICA INDUSTRIAL, LLC	2221 983	33 95

Assessor Report	Convert to PDF	Parcel Number
Douglas County, GA	2/23/2021	01470250018



Owner Information	
Owner	BENCHMARK UNITED, INC.
Mailing Address 1	
Address 2	2266 FAIRBURN ROAD
Address 3	
City, State, Zip	DOUGLASVILLE, GA 30135



Mobile
Maps and
Information



*Please note: Questions regarding any information should be directed to the Douglas County Appraisal Department at (770) 920-7228.

Property Information		
Property Address	Legal Description	Acres
101 BOGGS ROAD	BLDG/10.01 ACRES BOGGS ROAD	10.01

Class Code (Not Zoning)	Neighborhood	Landlot/District
Commercial	DC COMM-6070	147/25

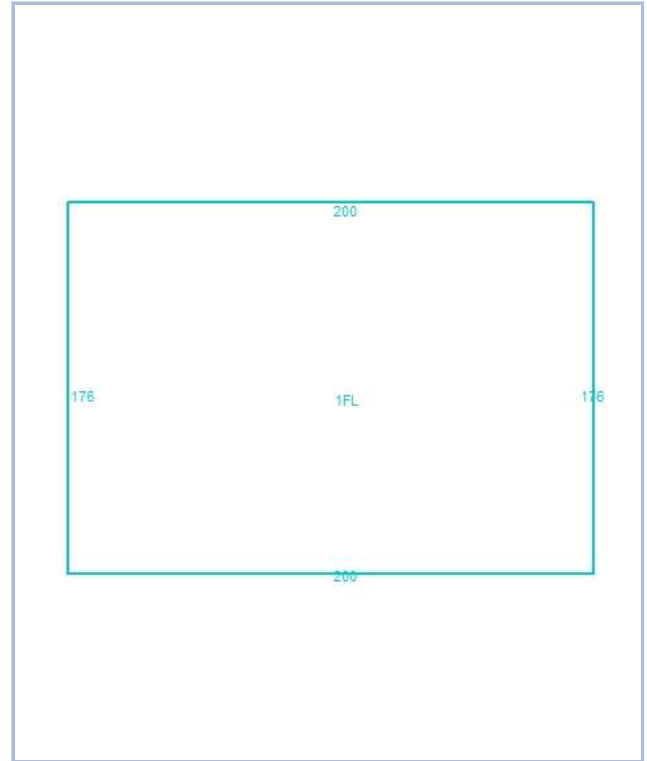
Homestead Exemption	Special	Tax District
S0	3	VILLA RICA

2020 Values				
Land	Improvements	Accessories	Total Value	Previous Value
\$960,900	\$1,399,400	\$3,400	\$2,363,700	\$2,363,700

Land Information			
Type	Description	Acres	Soil Productivity
RES	0	10.01	NA
RES	0	10.01	NA

Accessory Information			
Description	Year Built	Dimensions/Units	Value
Comm. Chain Link Fence	2017	6x1000 0.00	\$3,400

Commercial Improvements 1 of 1				
Description	Year Built	Square Feet	Exterior Walls	Value
Storage Warehouse-5	2017	35,200		\$1,399,400





CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-04-21 – V07 0140003

CITY COUNCIL AGENDA DATE: April 13, 2021

DATE: March 26, 2021

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Winchester Real Estate Investment Company of Villa Rica, GA is requesting a variance to encroach into the city's 75' impervious buffer and 50' stream buffer by 29,895 sq. ft. and 21,809 sq. ft., respectively. The variances are necessitated by the development of Phase I of the Avemore mixed-use project.

BACKGROUND: The applicant came before the City Council in 2018 and 2019 for a rezoning of the property to Planned Unit Development (PUD) to construct a mixed-use community. The applicant has since began on engineering and hydrology surveying and reports, to which a stream was self-identified on the property that would impact their plans for developing the property as previously sought and approved by the City Council and as shown on their conceptual plans. The applicant intends on applying for a stream buffer permit from the US Army Corps of Engineers along with the state Environmental Protection Department in order to encroach further into the state's 25' stream buffer by 17,552 sq. ft.

STAFF RECOMMENDATION: Staff recommends approval of these variances with conditions:

Conditions:

1. The variance approvals shall be automatically revoked shall the US Army Corps of Engineers deny the request to disturb the stream and wetland areas, in addition to the Georgia Department of Environmental Protection Division denies the request to disturb the 25' stream buffer.

PLANNING COMMISSION: N/A

MOTION:

I move to approve the variance request from Winchester Real Estate Investment Company of Villa Rica, GA to encroach into the 75' impervious buffer by no more than 29,895 sq. ft. and the 50' stream buffer by no more than 21,809 sq. ft. as indicated in the supplied encroachment plan exhibit, with the condition that this approval shall be revoked should the Georgia Department of Environmental Protection Division or US Army Corps of Engineers deny requests to disturb the 25' stream buffer or any wetland areas.



March 8, 2021

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

Re: Planning Report
Winchester Real Estate Investment Company
VA-04-21
Georgia Highway 61
Land Lot 99, District 6th
Parcel # V07 0140003
Acreage: 192.9
Ward: 2
Planning Board Member: David Rogers
City Council Member: Matthew Momtahan
City of Villa Rica, Carroll County, Georgia

Dear Mrs. Doyal:

Winchester Real Estate Investment Company (the Applicant) seeks a variance to encroach into the city's 75' impervious buffer and 50' stream buffer. The applicant relief totaling 29,895 sq. ft. (0.79 ac) of encroachment into the 75' impervious buffer and 21,809 sq. ft. (0.53 ac) of encroachment into the 50' stream buffer. These variances are only for Phase I of the greater Avemore project. The variances are outlined in Section D.

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

1. Application for a Variance, dated February 23rd, 2021;
2. Applicant Summary Description of Project, undated and unsigned;
3. Two Warranty deeds, dated August 25th, 2016, signed by Patricia DeWitt of Goldworth Partners, LLC
4. City Stream Buffer Encroachment Plan, Sheets 1-3, dated February 23rd, 2021, prepared by CHA Companies;



A. Existing Conditions

The subject property is located west of Georgia Highway 61 and south of Goldsworth Road. The parcel has 983' of frontage along Georgia Highway 61. The parcel is partially developed with a vacant single-family home, a barn and two utility buildings/sheds stretched over 192.9 acres. The property is hilly with two streams that cut through the western boundary of the property in a north to south and northeast to southeast orientation. The applicant has identified a third stream that runs west to east through the property as well, which is subject to this application.

The parcel is currently zoned Planned Unit Development - PUD and features undeveloped land. The parcel borders a city boundary/unincorporated area along its western and northern edges, and partially to the east across Georgia Highway 61. The parcel is directly adjacent to the Single-Family Agricultural Zone to the east and south. In addition, the parcel borders the Manufactured Home Subdivision (MHS) zone to the north, Agriculture (A) zone to the north and west, and Commercial (C) to the south/east, all of which are administered by Carroll County.

The developer owns two parcels that border the subject parcel to the generally eastern direction of the parcel (V07 0140004 and V07 0140151), which are not subject to this application. One of those parcels, (Parcel 0004) is partially developed with a single-family home, whereas Parcel 0151 is undeveloped. The parcel also borders the following parcels (the current use on each is included):

- V07 0140152 – Eastern border along Georgia Highway 61 – 12.22 acres; **vacant.**
- V07 0140410 – Southern border (landlocked) – 1.00 acre; **Villa Rica water tower.**
- 168 0068 – Southern/eastern border along Georgia Highway 61 – 6.87 acres; **vacant.**
- V07 0140002 – Eastern border along Highway 61 – 29.94 acres; **vacant single-family home.**
- V07 0140041 – Southern border along Highway 61 and Vicksburg Dr. – 49.81 acres; **vacant.**
- 168 0088 – Northern border along Hickory Level Road – 21.82 acres; **single-family home.**
- 168 0083 – Northern border along Hickory Level Road – 30 acres; **cemetery.**
- 168 0090 – Western border along South Van Wert Road – 35.03 acres; **vacant conservation use.**
- 168 0092 – Western border along South Van Wert Road – 21.97 acres; **Georgia Transmission Corp (EMC) substation.**
- 169 0120 – Western/southern border along South Van Wert Road – 204.53 acres; **two single-family homes, horse barn, hay shed, and various other accessory structures.**
- Charleston Place Subdivision – Southern border along Charleston Place and Raleigh Way – **all single-family homes except two (2) undeveloped lots.**
- Ridgeside Mobile Home Park – Northern border along Hickory Level Road – **all mobile homes except four (4) undeveloped lots.**



Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Manufactured Home Subdivision (MHS) – Carroll County	Residential
	Agriculture (A) – Carroll County	Residential & Public/Institutional
East	Commercial (C) – Carroll County	Commercial
	Agriculture (A) – Carroll County	Trans/Comm/Util
	Planned Unit Development (PUD) – City	Suburban Village
	Single-Family Agricultural (AG) – City	Suburban Village
South	Commercial Medium-Density (C2) – City	Suburban Village
	Planned Unit Development (PUD) – City	Suburban Village & Conservation/Open Space
	Single-Family Agricultural (AG) – City	Suburban Village
	Agriculture (A) – County	Residential
West	Agriculture (A) – County	Residential

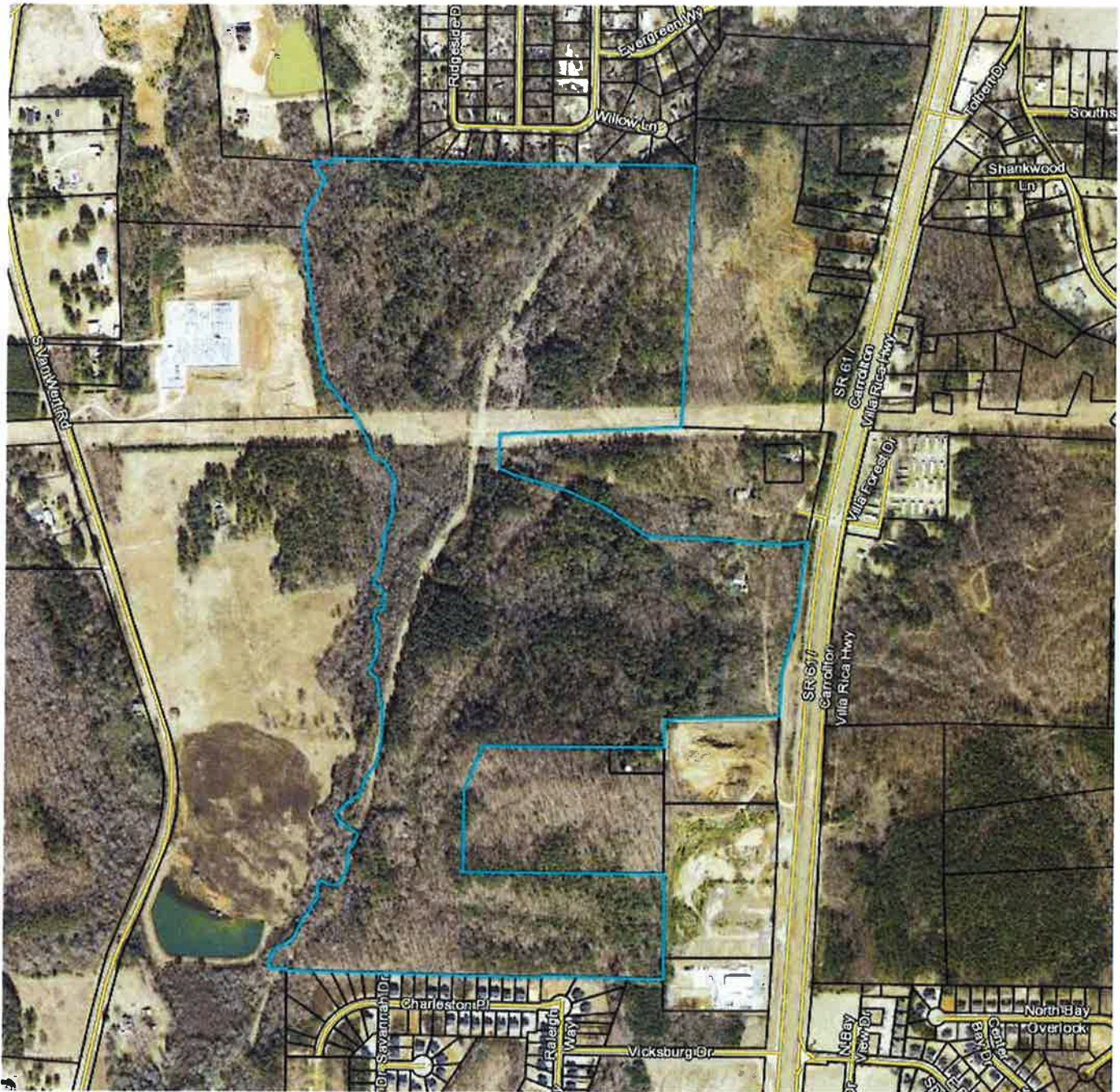


Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

The vast majority of the parcel is vacant and has been vacant throughout its existence, except an abandoned and dilapidated single-family home that's nearest to Goldworth Road and a barn and two utility buildings/sheds. The single-family home was constructed in 1887, the barn was constructed in 1950, and the two utility buildings/sheds were constructed in 1950. The Unified



Development Code (UDC) zoned the property as Rural Development (RD). The property was rezoned from RD to PUD on December 11, 2018 (Application Number: RA-06-18) along with parcels V07 0140004 and V07 0140151 by Winchester Real Estate Investment Company. The Planning and Zoning Commission and City Council approved the rezoning with the following conditions:

1. Preliminary plat application in accordance with the requirements and depicting the following should be reviewed and approved by Planning and Zoning Commission and City Council.
 - a. Acreage of the property, proposed building footprint, and density in each proposed land use to be included in the Planned Development (commercial, residential, and institutional).
 - b. Public improvements plan showing connections to the proposed location of the Gold Nugget Trail along Bay Springs Creek.
 - c. Inter-parcel roadway stub for a potential future connection to Charleston Place.
2. Maximum number of single-family units: 250 units
3. Maximum number of multi-family units: 325 units
4. Zoning book, phasing plan, economic analysis, Homeowners Association covenants, and utility plan to be submitted for approval with the final Development Plan
5. Submit a detailed plan on the proposed movement of the water tower.

On September 10th, 2019, the applicant reappeared before the Planning and Zoning Commission and City Council for amended final concept plan approval, which was subsequently approved with amended conditions:

To be submitted and approved within one (1) year of Planned Development Concept Plan approval:

1. Preliminary plat application in accordance with the requirements and depicting the following should be reviewed and approved by Planning and Zoning Commission and City Council.
 - a) Acreage of the property, proposed building footprint, and density in each proposed land use to be included in the Planned Development (commercial, residential, and institutional).
 - b) Public improvements plan showing connections to the proposed location of the Gold Nugget Trail along Bay Springs Creek.
 - c) Inter-parcel roadway stub for a potential future connection to Charleston Place.
2. Maximum number of single-family units: 250 units
3. Maximum number of multi-family units: 325 units
4. Zoning book, phasing plan, economic analysis, Homeowners Association covenants, and utility plan to be submitted for approval with the final Development Plan
5. Submit a detailed plan on the proposed movement of the water tower.
6. The applicant/developer must follow all zoning tabulations and design-based representations as presented in the accompanying document titled "Avemore Master Plan", dated July 18th, 2019. This document is fully transferrable and applicable to any future developer of the site.



On September 29, 2020, the City Council extended the approvals of the rezoning with no changes to the conditions placed on the project in 2019.

C. Proposed Development

The applicant's request for a variance is to encroach into the impervious 75' setback by 29,895 sq. ft. and encroach into the city stream buffer by 21,809 sq. ft in order to provide placement for certain buildings in Phase 1 of the proposed development. To fully develop the first phase of the property, Winchester proposes to fill in approximately 290 linear feet of intermittent stream at the head of a state tributary.

In addition, the applicant has applied to the state in order to encroach 17,552 sq. ft. into the tributary identified on Sheet 1 of the submitted City Stream Buffer Encroachment Plan. This state stream buffer is not a part of this application and is outside of the jurisdiction of the City of Villa Rica City Council.

The applicant has advised that the application is required because of "extreme topographical relief from SR61 down to the proposed stream (up to 65') making the site layout very challenging". The applicant proposes to construct a stormwater management facility over the stream buffer encroachment area that will be overlooked by several balcony areas. The historic Goldsworth Farm will be preserved via the use of "substantial" retaining walls, according to the applicant.

Flood Plain

A small portion of the western property boundary area of the subject lot is located within a flood zone and is considered a Special Flood Hazard Areas as designated by FEMA. This area is also considered in "Flood Zone A", which is a flood area without base flood elevation levels determined. The remaining portions of the lot are not located within a flood zone and are considered areas of minimal flood hazard, including all of Phase 1 of the development. Figure 2, below, indicates the flood zone map:



D. Variances

The developer has requested variance relief from two subsections of Section 905 of the Villa Rica Development Regulations as outlined below. The applicant has cited feasibility of developing the buildings on site and topographic challenges as the purposes of their request as outlined in Section C.

The Applicant has requested variance relief for the following:

1. Section 905.1(1) – An undisturbed natural vegetative buffer shall be maintained for 50 feet, measured horizontally, on both banks (as applicable) of the stream as measured from the top of the stream bank.

The applicant proposes an encroachment of 21,809 sq. ft. into the 50' buffer.

2. Section 905.1(2) – An additional setback shall be maintained for 25 feet, measured horizontally, beyond the undisturbed natural vegetative buffer, in which all impervious cover shall be prohibited. Grading, filling and earthmoving shall be minimized within the setback.

The applicant proposes an encroachment of 29,895 sq. ft. into the 75' impervious buffer.

Proofs for Variances

In review of the variance requests and design standard deviations requested for the development, the “benefits vs. detriments” of such an approval was reviewed in addition to the purposes of the Comprehensive Plan. The purposes of the request were made clear by the applicant in their application and stem from topographic challenges on the site that make developability difficult in sections of the lot.

Benefits may arise from an approval by the creation of a new pond on the site to manage stormwater flow within the lot, along with providing drainage opportunities for the buildings proposed on-site. In addition, the granting of the variances is necessitated in order to construct the project as envisioned on the concept plans at the time of the rezoning.

Detriments to the granting of the variances may arise from incompliance with previous agreements between the state and the city to establish and maintain 50' and 75' impervious buffers as a settlement for previous citywide disputes. Staff has a general concern over erosion of these agreements by continued variance relief which can potentially cause adverse action by the state in the future.

The Comprehensive Plan sets aside various areas of the city for Open Space/Conservation Character Areas that are to protect environmentally sensitive areas from development pressures. The Comprehensive Plan does not indicate this area is a sensitive area or includes this section of the lot within the Open Space/Conservation Character Area. However, a small slither of the



southwestern section of the lot is included, but outside of the scope of Phase 1. Therefore, it is concluded that the Comprehensive Plan will not be negatively impacted by the variances. Staff advises that the benefits of the variances would substantially outweigh any detriment.

Variance Decision Criteria

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

- a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with *O.C.G.A. 36-66-1*), that:
- i) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;

The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community.

- ii) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

- i) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.

The application of the zoning ordinance will result in a practical difficulty in the use of the property as originally approved in the conceptual stages in 2018 and amended in 2019. The building placements would need to be altered in addition to the general site layout should the variances not be approved. It does not appear that the request is self-imposed based on the concept plan submitted.

E. Comments

1. A Landscape Plan, Open Space Plan and other details, as required, should be submitted to the City Engineer for review prior to construction drawing approvals for Phase 1.

Recommendation:

Staff recommendation:

Variances: APPROVAL w/Conditions

Reasons: The benefits outweigh the detriments of issuance of the variances. In addition, the Comprehensive Plan does not specify this area of the lot as an area



of environmental concern. Other benefits of an approval would be the creation of a new pond on the site to manage stormwater flow within the lot, along with providing drainage opportunities for the buildings proposed on-site. The granting of the variances is necessitated in order to construct the project as envisioned on the concept plans at the time of the rezoning.

Conditions:

1. The variance approvals shall be automatically revoked shall the US Army Corps of Engineers deny the request to disturb the stream and wetland areas, in addition to the Georgia Department of Environmental Protection Division denies the request to disturb the 25' stream buffer.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on March 25th, 2021; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

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

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

Very truly yours,

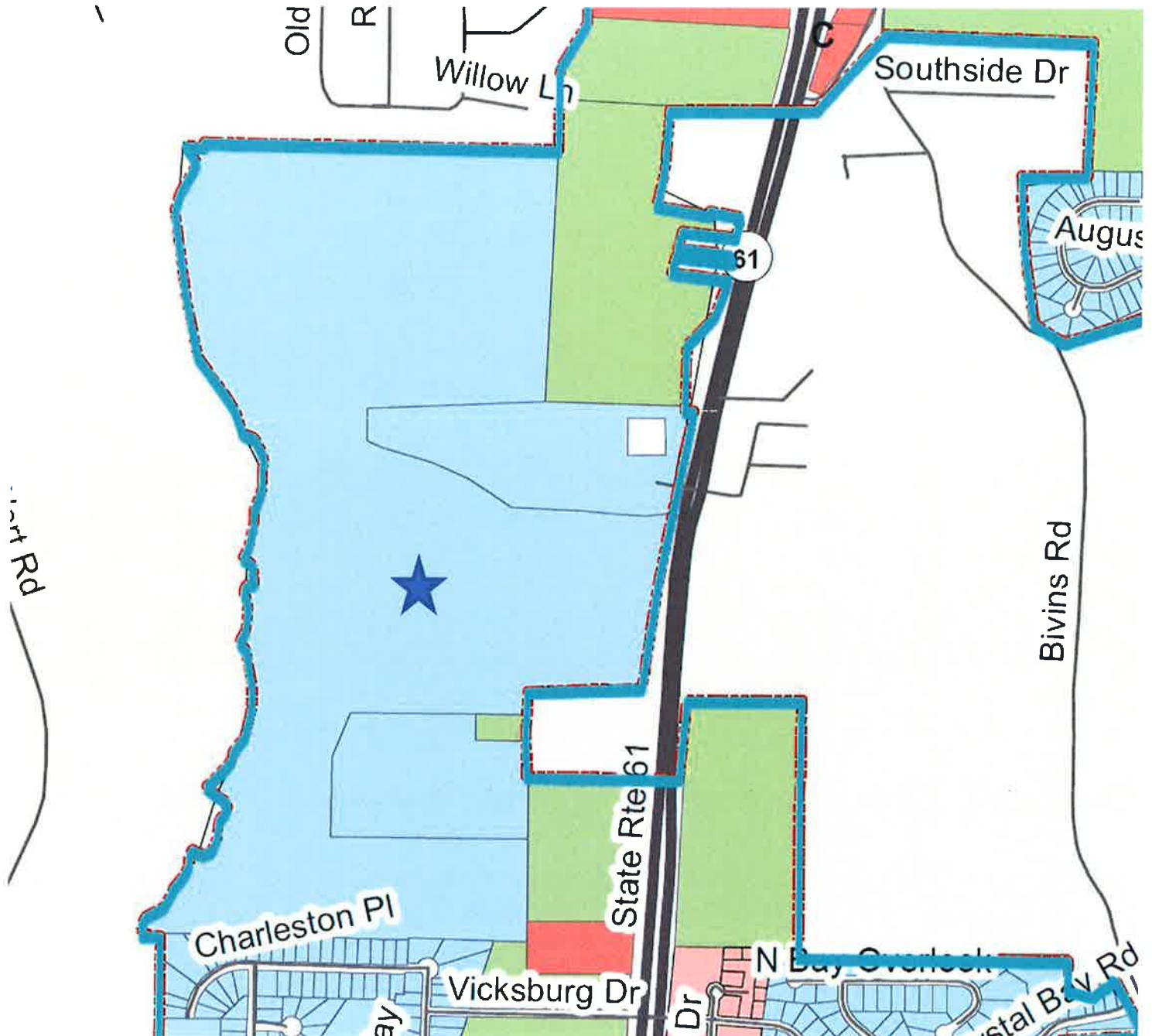
Ronald Johnson

Planning & Zoning Specialist

cc: Tom Barber, City Manager (via email)
David Mecklin, Esq., City Attorney (via email)
Bobby Elliott, P.E., Community Development Director/City Engineer (via email)
Chris Montesinos, AICP (via email)

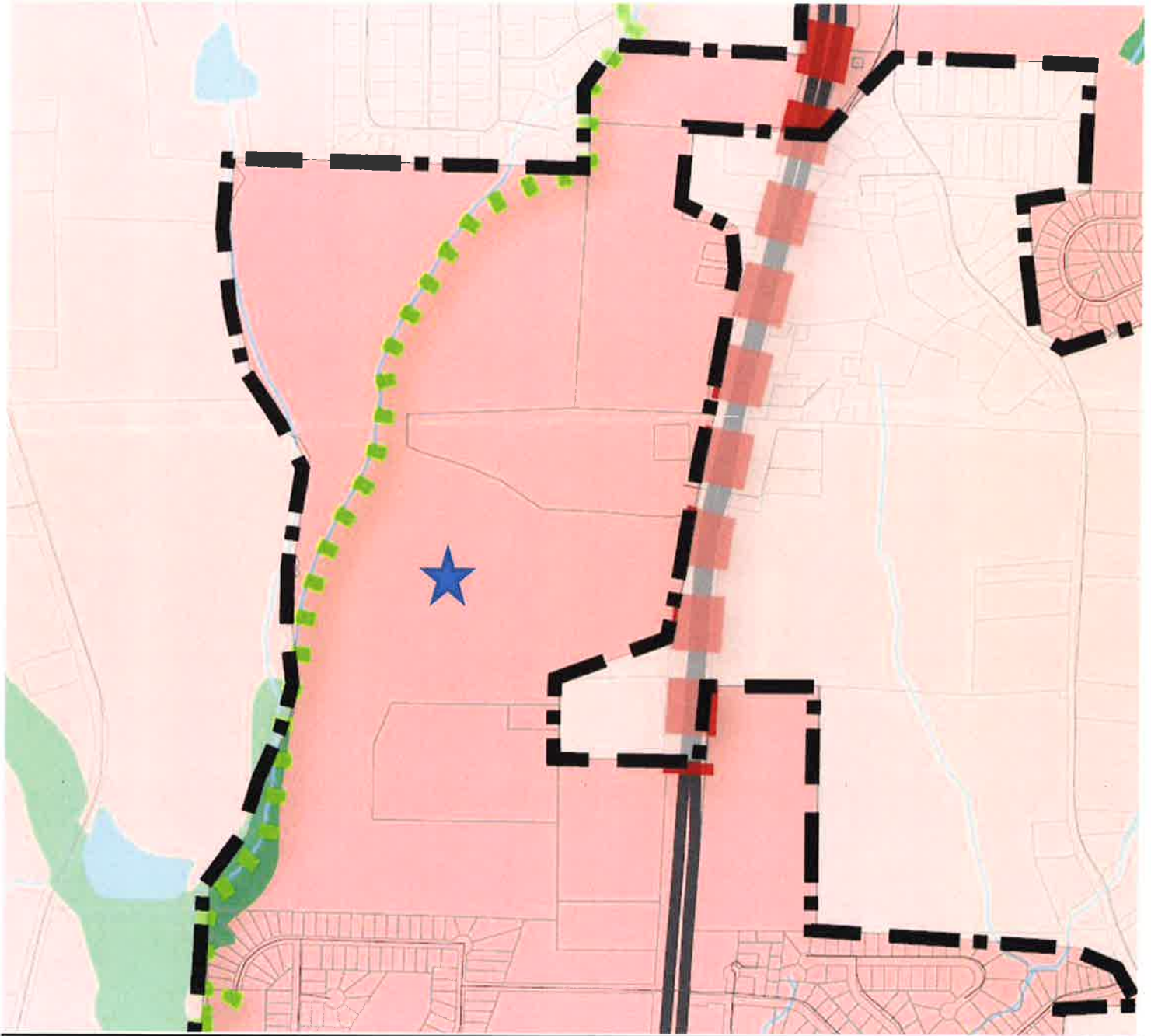


Zoning Map (Planned Unit Development):





Future Land Use Map (Suburban Village):





LETTER OF TRANSMITTAL

TO: Bobby Elliot, P.E.
Community Development Director
City of Villa Rica
13161 E Veterans Memorial Hwy
Douglasville, GA 30134

DATE: February 23, 2021
RE: Avemore Variance Application
PROJECT NO.: 19-LD-117
PHONE NO.: 678-840-1213

FROM: Todd Seldomridge, P.E.

COPIES	DATED	DESCRIPTION
1		Avemore - Variance Application for Stream Buffer Encroachment
1		Purpose of Variance document
1		Deed(s) confirming ownership (two)
1		Plan exhibit depicting encroachments

TRANSMITTED:

MAIL	COURIER	DELIVERED
FED EX	PICKED UP	OTHER (EMAIL)

NOTES/COMMENTS:

Bobby,

Please find attached a variance application to encroach into the City 50' Stream Buffer and 75' Impervious setback for Phase 1 of the Avemore Development.

Should you have any questions or comments, please do not hesitate to contact me.

SIGNED



APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

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

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

Date of Application: 2/23/2021

APPLICANT

Applicant Name: Winchester Real Estate Investment Company

Address: 244 Maple St. P.O. Box 1745 City: Villa Rica State: GA Zip: 30180

Phone: (770) 580 - 0886 Fax: () - Email: jaywd3@gmail.com

Agent Name: 680-0418

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

Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

Owner Name (If different from applicant): Same as Owner

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

Phone: () _____ - _____ Fax: () _____ - _____ Email: _____

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: The Avemore project is located on the west side of SR 61 approximately 1.25 miles south of Interstate 20.

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

Signature of Applicant

Date

2/23/21



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

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

Variance:

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

Appeals from Staff Determinations:

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

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

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

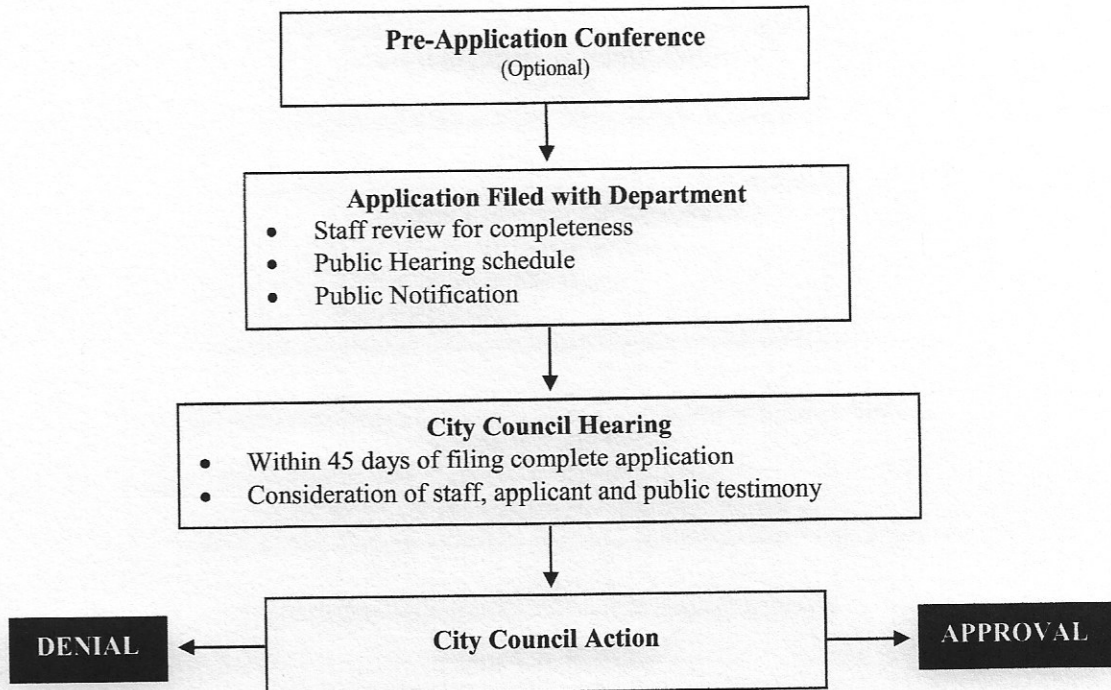
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



City of Villa Rica
Stream Buffer Variance Application
Avenmore Development at SR61

Purpose of Variance:

Winchester Real Estate Investment Company, LLC (Winchester) intends to construct a mixed use development approximately 1.25 miles south of Interstate 20 along the west side of SR61. The development will include commercial retail uses, office space, assisted living facilities, townhome and single family residential lots. To fully develop the first phase of the property, Winchester proposes to fill in approximately 290 LF of intermittent stream at the head of a state water feature. Grading for the project will encroach onto 21,089 sf of City 50 ft stream buffer and 29,895 sf of 75' impervious setback. The project has extreme topographical relief from SR61 down to the proposed stream (up to 65 ft) making the site layout very challenging. A storm water management facility is proposed to be constructed over the stream buffer encroachment area. There are several balcony areas from various buildings proposed to overlook this drainage feature and the adjoining stream buffer. Substantial retaining walls are required to preserve the historic Goldsworth Farm while incorporating this drainage feature.

A Nationwide Permit application has also been made to the US Army Corps of Engineers to disturb this 290' of intermittent stream and two small wetland areas (1382 sf) directly adjoining the stream. A State Water 25' Stream Buffer Variance application has also been made to the Georgia Environmental Protection Division to disturb the buffer around the same stream.

388268

(2)

After Recording, Return to:

J. DAVIS - ATTORNEY AT LAW, LLC
214 Maple Street
Villa Rica, GA 30180

STATE OF GEORGIA
COUNTY OF CARROLL

PT-61-022-2016-003678
CARROLL COUNTY, GEORGIA
REAL ESTATE
TRANSFER TAX PAID \$ 300.00
INTANGIBLE TAX PAID \$
DATE 9-6-16

Alan J. Lee
CLERK OF SUPERIOR COURT

WARRANTY DEED

BK PG
5491 894
FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT
16 SEP -6 PM 4:40
Alan J. Lee
CLERK SUPERIOR COURT
CARROLL COUNTY, GEORGIA

This indenture made this 25th day of August, 2016, between **GOLDWORTH PARTNERS, LLC, a Georgia Limited Liability Company**, of the County of Carroll, State of Georgia, as part or parties of the first part, hereinafter called Grantor, and **WINCHESTER REAL ESTATE INVESTMENT COMPANY, LLC, a Georgia Limited Liability Company**, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, to wit:

SEE EXHIBIT "A" HERETO ATTACHED FOR LEGAL DESCRIPTION.

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

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

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

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

Signed, Sealed and Delivered
In the presence of:

GOLDWORTH PARTNERS, LLC
A Georgia Limited Liability Company

By: Patricia DeWitt (Seal)
Patricia DeWitt -- Sole Member

Wanda H. Wingfield
Notary Public



File #16-0011 / 55 Goldworth Road, Villa Rica, Georgia 30180
(House/11.19 Acres)

EXHIBIT "A"

BK PG
5491 895

ALL THAT TRACT or parcel of land lying and being in Land Lot 99 of the 6th District, Carroll County, Georgia, and being more particularly described as follows:

BEGINNING at a point on the northern right-of-way of Old CCC Camp Road which is 216 feet westerly along said right-of-way from its intersection with the centerline of Goldworth Road; running thence westerly along the northerly right-of-way of Old CCC Camp Road 175 feet to a point; running thence northerly, perpendicular to said road 252 feet to a point; running thence easterly parallel to said road 175 feet to a point; running thence southerly perpendicular to said road 252 feet to the POINT OF BEGINNING.

Said property having an address of 55 Goldworth Road, Villa Rica, Georgia 30180

(House/11.19 Acres)

RECORDED

SEP 28 2016

Alan J. Lee, Clerk

388269

After Recording, Return to:

②

J. DAVIS - ATTORNEY AT LAW, LLC
214 Maple Street
Villa Rica, GA 30180

STATE OF GEORGIA
COUNTY OF CARROLL

PT-61-022-2016-003679
CARROLL COUNTY, GEORGIA
REAL ESTATE
TRANSFER TAX PAID \$ 464.00
INTANGIBLE TAX PAID \$
DATE 9-6-16

Alan J. Lee
CLERK OF SUPERIOR COURT

WARRANTY DEED

BK PG
5491 896

FILED
GA. CARROLL COUNTY
CLERK SUPERIOR COURT

16 SEP -6 PM 4:40

Alan J. Lee
CLERK SUPERIOR COURT
CARROLL COUNTY GEORGIA

This indenture made this 25th day of August, 2016, between GOLDWORTH PARTNERS, LLC, a Georgia Limited Liability Company, of the County of Carroll, State of Georgia, as part or parties of the first part, hereinafter called Grantor, and WINCHESTER REAL ESTATE INVESTMENT COMPANY, LLC, a Georgia Limited Liability Company, as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, to wit:

SEE EXHIBIT "A" HERETO ATTACHED FOR LEGAL DESCRIPTION.

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

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

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

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

Signed, Sealed and Delivered
In the presence of:

GOLDWORTH PARTNERS, LLC
A Georgia Limited Liability Company

Sheryl A. DeWitt
Witness

By: *Patricia DeWitt* (Seal)
Patricia DeWitt - Sole Member

Wanda H. Wingfield
Notary Public



File #16-0011 / 63 Goldworth Road, Villa Rica, Georgia 30180
192.86 Acres

BK PG
5491 897

EXHIBIT "A"

ALL THAT TRACT or parcel of land lying and being in Land Lot 99, 100 and 125 of the 6th District of Carroll County, Georgia, and being more particularly described as follows:

BEGINNING at the intersection of the western right of way of Carrollton-Villa Rica Highway, a/k/a State Route 61, with the north line of Land Lot 99; thence westerly along said land lot line to the northwestern corner of Land Lot 99, which is the common corner of Land Lots 99, 100 and 125 and 126 of the 6th District; thence running North along the East land lot line of Land Lot 125 a distance of 1,450.00 feet, more or less, to the southeast corner of Lot 16 of Ridgeside Subdivision, Unit 5, as said lot and subdivision are shown and delineated on a plat recorded in Plat Book 30, Page 194, in the Office of the Clerk of Superior Court of Carroll County, Georgia, which plat and the record thereof are by reference incorporated herein; thence leaving said land lot line and running in a westerly direction along the south line of Lots 16, 15, 14, 13, and 12 of Ridgeside Subdivision, Unit 5, as shown on plat recorded in Plat Book 30, Page 194; Lots 37, 36, 35, 34, 33, and 32 of Block "A" of Ridgeside Subdivision on plat recorded in Plat Book 12 Page 27, said Clerk's Office and the south line of property now or formerly owned by Meadowbrook Memory Garden's, Inc. a distance of 1,700 feet, more or less, but specifically to Bay Springs Creek; thence running in a southerly direction along the meanderings of said Bay Springs Creek to a point where said creek intersects the south land lot line of Land lot 100, said District; thence running in an easterly direction along the south land lot line of Land Lot 100 a distance of 2,170 feet, more or less, but specifically to the southeast corner of said Land Lot 100; thence running in a northerly direction along the east land lot line of Land Lot 100 a distance of 1,500 feet, more or less, to a point at the northwest corner of property now or formerly owned by L.W. Thomas; thence running in an easterly direction along the north line of property now or formerly owned by L.W. Thomas a distance of 670 feet, more or less, but specifically to the west right of way of Carrollton-Villa Rica Highway, a/k/a State Route 61; thence running in a northerly direction along the west right of way of said State Route 61 a distance of 1,600 feet more or less, to the north land lot line of Land Lot 99 and the POINT OF BEGINNING.

LESS AND EXCEPT so much of said property was conveyed to George C. Holloway by Warranty Deed dated August 28, 1958, recorded in Deed Book 117, Page 454, Carroll County, Georgia Records.

Being the same property conveyed from Felix A. Williams to Eunice Inez Mitchell by Warranty Deed dated July 5, 1962, recorded in Deed Book 137, Page 545, Carroll County Deed Records. LESS AND EXCEPT that property described in the following deeds: Warranty Deed to Earnest W. Cardell and Lela S. (Mrs. Ernest W.) Cardell, dated August 25, 1967, recorded in Deed Book 193, Page 361; Right of Way Deed to Department of Transportation dated August 26, 1986, recorded in Deed Book 535, Page 418, said Clerk's Office. Warranty Deed to William G. Mitchell dated December 22, 1986, recorded in Deed Book 547, Page 448, and Warranty Deed to the City of Villa Rica, Georgia, a municipal corporation, dated March 4, 1987, recorded in Deed Book 555, Page 131, said Deed Records.

Being the same property conveyed from William G. Mitchell, Jr., Executor of the Estate of Inez Williams Mitchell to William G. Mitchell, Jr., Patricia DeWitt and John Mitchell in Executor's Deed of Assent recorded in Deed Book 864, Page 77, in the Office of the Clerk of Superior Court of Carroll County, Georgia.

Said property having an address of 63 Goldworth Road, Villa Rica, Georgia 30180 (192.86 Acres)

RECORDED

SEP 28 2016

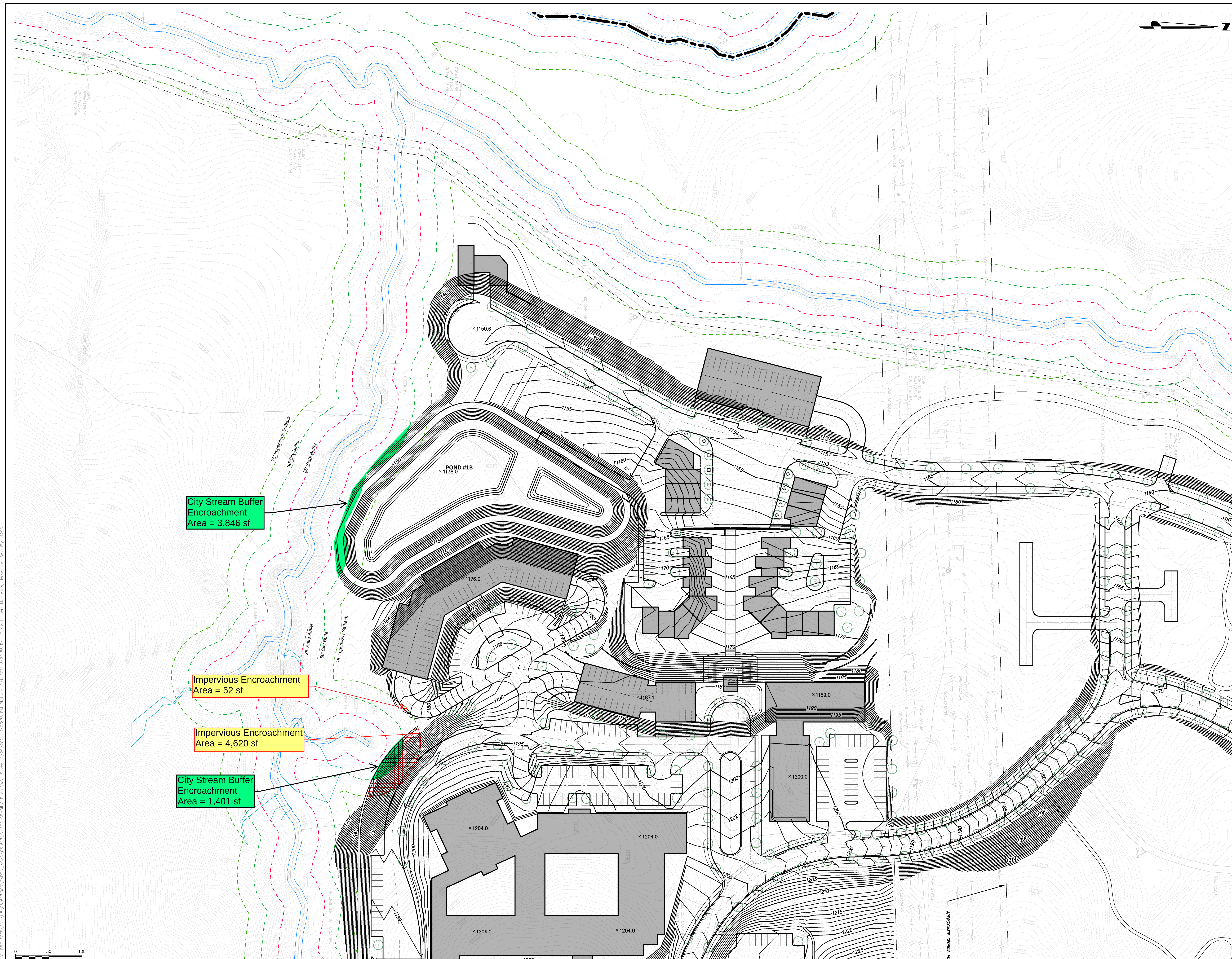
Alan T. Lee, Clerk

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR TO ALTER AN ITEM IN ANY WAY, IF AN ITEM BEARING A STAMP OF A LICENSED PROFESSIONAL, IS ALTERED. THE ALTERER, ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION

AVEMORE
PLANNED
COMMUNITY
DEVELOPMENT
HIGHWAY 61
VILLA RICA, CARROLL
COUNTY, GEORGIA
30180

[illegible]CITY STREAM BUFFER
ENCROACHMENT PLAN

Designed By: TS/JM	Drawn By: JM/DN	Checked By: HH/KK
Issue Date: 12/23/2021	Project No: 061613	Scale:



AVEMORE
PLANNED
COMMUNITY
DEVELOPMENT
HIGHWAY 61
VILLA RICA, CARROLL
COUNTY, GEORGIA
30180

[illegible]CITY STREAM BUFFER
ENCROACHMENT PLAN

Designed By: TS/JM	Drawn By: JM/DN	Checked By: HH/KK
Issue Date: 2/22/2021	Project No: 261642	Scale:

Drawing No.:

City of Villa Rica
Stream Buffer Variance Application
Avenmore Development at SR61

Purpose of Variance:

Winchester Real Estate Investment Company, LLC (Winchester) intends to construct a mixed use development approximately 1.25 miles south of Interstate 20 along the west side of SR61. The development will include commercial retail uses, office space, assisted living facilities, townhome and single family residential lots. To fully develop the first phase of the property, Winchester proposes to fill in approximately 290 LF of intermittent stream at the head of a state water feature. Grading for the project will encroach onto 21,089 sf of City 50 ft stream buffer and 29,895 sf of 75' impervious setback. The project has extreme topographical relief from SR61 down to the proposed stream (up to 65 ft) making the site layout very challenging. A storm water management facility is proposed to be constructed over the stream buffer encroachment area. There are several balcony areas from various buildings proposed to overlook this drainage feature and the adjoining stream buffer. Substantial retaining walls are required to preserve the historic Goldsworth Farm while incorporating this drainage feature.

A Nationwide Permit application has also been made to the US Army Corps of Engineers to disturb this 290' of intermittent stream and two small wetland areas (1382 sf) directly adjoining the stream. A State Water 25' Stream Buffer Variance application has also been made to the Georgia Environmental Protection Division to disturb the buffer around the same stream.



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



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to the Villa Rica Zoning Ordinance – Residential Subdivision Design Guidelines

CITY COUNCIL AGENDA DATE: April 13th, 2021

PLANNING COMMISSION DATE: April 6th, 2021

DATE: February 23rd, 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: Yes (04/13/2021)

PURPOSE: An amendment to Article 3: Villa Rica Zoning Ordinance amending the lot dimensional requirements for the SFA – Single-Family Attached zoning district, to correct inaccurate information originating from the creation of the district.

BACKGROUND: The City established the SFA – Single-Family Attached zoning district with the adoption of the Zoning Ordinance in August 2020. SFA was a replacement of the City’s RT – Residential Townhouse zoning district under the UDC which resulted in the Townsend Village development off Daniel Road. SFA was a hybrid of the R1/R2 single-family residential and MF1/MF2 zoning districts. As such, the lot size and setbacks of the single-family districts were carried over, which resulted in an inconsistent development pattern by regulation. This amendment seeks to correct those deficiencies by increasing the minimum lot area from 10,000 sf. to 1 acre; increase the side and rear yard setbacks from 0/15 feet to 40 feet; and an increase in the distance between structures on the same lot from 5 feet to 20 feet. These modifications are more reflective of the standards in the multifamily zoning districts, and are intended to address “horizontal property regimes” to include fee simple and corporate-ownership under the same umbrella.

STAFF RECOMMENDATION: Staff encourages the adoption of the amendments to the SFA – Single-Family Attached lot dimensional requirements found in Table 4.4 and Chapter IV – SFA of the Villa Rica Zoning Ordinance.

IMPACT: The amendments will address inconsistencies identified in the existing SFA zoning district to make them more consistent with larger-scale multifamily dimensional standards.

PLANNING COMMISSION RECOMMENDATION: Recommendation to APPROVE on 04/06/2021 – Vote 4-0.

MOTION: I move to APPROVE the amendment to Article 3 – Villa Rica Zoning Ordinance, chapter IV – SFA – Single Family Attached, and Table 4.4 modifying the lot area, setbacks, and distance between buildings.

City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180
Telephone: (770) 459-7000
Fax: (770) 459-7003

**NOTICE OF PUBLIC HEARING
BY THE PLANNING
COMMISSION,
MAYOR & CITY COUNCIL
OF THE CITY OF VILLA RICA**

Public hearings will be conducted by the Planning Commission on **Tuesday, April 6th, 2021 at 6:00PM**; and by the City Council on Tuesday, May 11th, 2021 at 6:00PM at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia.

ZONING TEXT AMENDMENT:

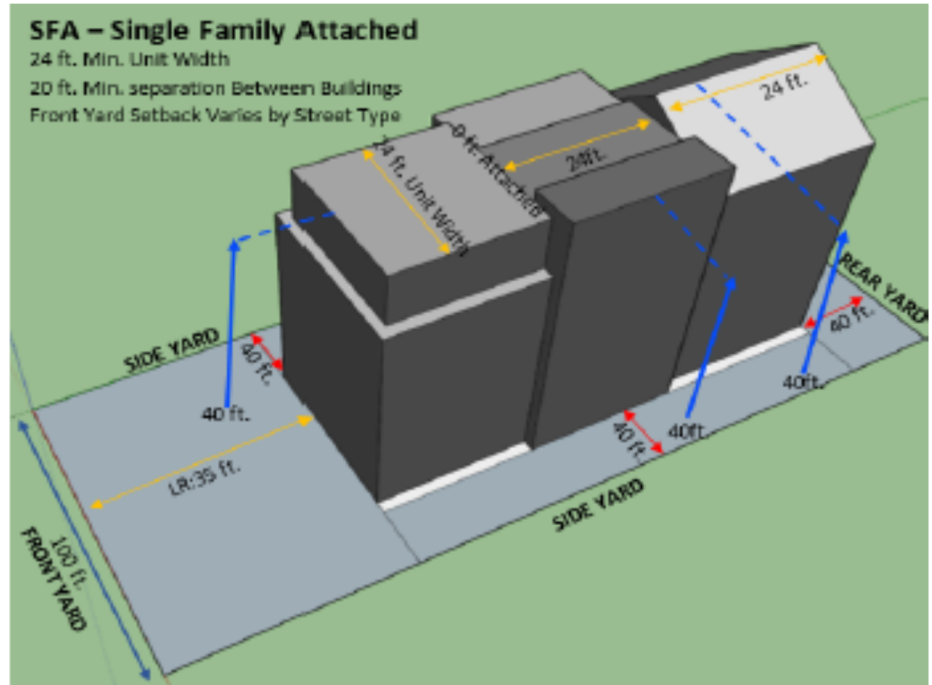
ORD-04-21

The City of Villa Rica Planning Commission and City Council will hold public hearings to consider a City-initiated text amendment to the Villa Rica Zoning Ordinance. The amendment will increase the minimum lot area from 10,000 sf. to 1 acre; increase the side and rear yard setbacks from 0/15 feet to 40 feet; and an increase in the distance between structures on the same lot from 5 feet to 20 feet for property zoned SFA – Single-Family Attached.

The public is invited to attend the hearings for oral comments, or submit written comments on the subject to the City of Villa Rica, Attention: Villa Rica City Council, 571 West Bankhead Highway, Villa Rica, Georgia 30180, prior to the public hearings. Opponents to the above actions are required to submit a disclosure report five days before the public hearings. For questions or concerns, call the Department of Community Development at 678.840.1238.

SFA

		SFA Single-Family Attached
		Res Other
Minimum Lot Size		1 ac.
Minimum Lot Width		100 ft.
Minimum Lot Frontage		50 ft.
Maximum Building Height ⁹	Principal	40 ft.
	Accessory	24 ft.
Front Setback ^{1,10}	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.
	Rural Roads	PA: 80 ft. MA: 50 ft. UC: 45 ft. LR: 35 ft.
Side Setback ²	Principal	40 ft.
	Accessory	10 ft.
Rear Setback ²	Principal	40 ft.
	Accessory	10 ft.
Minimum Distance from Structures on Same Lot		20 ft.
Minimum Ground Floor Area (Per Unit)	1 story	1,040 sf.
	2+ story	650 sf.
Total Minimum Living Area (Per Unit)		1040 sf./ 950 sf.
Minimum Living Area Façade Width		24 ft.
Maximum Lot Coverage (structures and buildings)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)
Maximum Lot Coverage (all impervious surfaces)		50% ¹²



The plan shown does not reflect all requirements contained in this ordinance.



- ¹ See accessory structure location restrictions *Section 8.02 – Accessory Uses and Structure Standards*
- ² Check buffer yard standards *Section 7.05 – Landscaping Standards* and/or apply any applicable easement widths
- ⁶ Structures 200 sf. or less / structures greater than 200 sf.
- ⁹ See height exemptions per *Section 7.10 – Height Standards*
- ¹⁰ The front building setback may be reduced to a minimum of twenty-five (25) feet for single-family residential subdivision streets within major plats, minor plats, and horizontal property regimes on private streets
- ¹¹ Permitted non-residential uses shall not exceed 50%
- ¹² Permitted non-residential uses shall not exceed 60%

District Intent

The intent of the Single-Family Attached (SFA) District is to maintain and create an environment which meets the community needs for attached single-family dwellings and single-family dwellings with small accessory apartments (ADU), by restricting other uses within the district and by establishing a minimum lot size. All lots shall be connected to centralized sewer and water facilities and an urbanized roadway network.

SFA

Special Exception Required

- 1) Residential
 - a) day care home: small (1-6 enrollees)
 - b) nursing home, assisted living, or retirement facility
- 2) Communications / Utilities
 - a) essential services, minor
 - b) essential services, major
- 3) Institutional
 - a) publicly-owned buildings and facilities
- 4) Parks & Recreation
 - a) recreation (active)

Permitted Uses

- 1) Residential
 - a) dwelling, multifamily
 - b) dwelling, two-family
 - c) home occupation
- 2) Parks & Recreation
 - a) nature preserve
 - b) recreation (passive)



Table 4.4: Residential Lot Standards

		Residential											
		AG		R1		R2		SFA		MF1		MF2	
		Single-Family Agricultural		Single-Family Suburban		Single-Family Urban		Single-Family Attached		Multifamily Low-Density		Multifamily Medium-Density	
		without sewer/ water	with sewer/ water	Res	Other	Res	Other	Res	Other	Res	Other	Res	Other
Minimum Lot Size		40,000 sf.	25,000 sf.	15,000 sf.	1 ac.	8,500 sf.	1 ac.	1 ac.		1 ac.		5 ac.	
Minimum Lot Width		150 ft.	100 ft.	85 ft.	100 ft.	50 ft.	100 ft.	100 ft.		100 ft.		150 ft.	
Minimum Lot Frontage		50 ft.		50 ft.		50 ft.		50 ft.		50 ft.		50 ft.	
Maximum Building Height ⁹	Principal	35 ft.		35 ft.		35 ft.		45 ft.		45 ft.		65 ft.	
	Accessory	24 ft.		24 ft.		24 ft.		24 ft.		24 ft.		24 ft.	
Front	Urban Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.											
Setback ^{1,10}	Rural Roads	PA: 50 ft. MA: 45 ft. MC: 45 ft. RC: 40 ft. LR: 35 ft.											
Side	Principal	15 ft.		8 ft.		6 ft.		40 ft.		40 ft.		40 ft.	
Setback ^{2,3}	Accessory	5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		10 ft.		10 ft.		10 ft.	
Rear	Principal	15 ft.		15 ft.		15 ft.		40 ft.		40 ft.		40 ft.	
Setback ²	Accessory	5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		5 ft./10 ft. ⁶		10 ft.		10 ft.		10 ft.	
Projection into setbacks: fire escapes, open stairways, balconies, soffits, canopies, and other similar architectural features may extend up to three (3) feet into a side or rear setback.													
Minimum Distance from Structures on Same Lot		5 ft.		5 ft.		5 ft.		20 ft.		20 ft.		20 ft.	
Minimum Ground Floor Area (Per Unit)	1 story	1,500 sf.		1,500 sf.		1,500 sf.		1,040 sf.		950 sf. Average		950 sf. Average	
	2+ story	900 sf.		700 sf.		650 sf.		650 sf.		650 sf. avg.		650 sf. avg.	
Total Minimum Living Area (Per Unit)		1,500 sf./ 1,100 sf. ^{3,7}		1,500 sf./ 1,100 sf. ^{3,7}		1,500 sf./ 1,100 sf. ^{3,7}		1040 sf./ 950 sf.		950 sf. Average		950 sf. Average	
Minimum Living Area Façade Width		24 ft.		24 ft.		24 ft.		24 ft.		24 ft.		24 ft.	
Maximum Lot Coverage (structures and buildings)		35% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		35% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		40% ¹¹ Acc: 5% or 600 sf. (whichever is greater)		50% ¹¹ Acc: 5% or 750 sf. (whichever is greater)		75% ¹¹ Acc: 5% or 2,500 sf. (whichever is greater)	
Maximum Lot Coverage (all impervious surfaces)		50% ¹²		50% ¹²		50% ¹²		50% ¹²		50% ¹²		75%	

(PA) Principal Arterial

(MC) Major Collector

(LR) Local Road

(MA) Minor Arterial

(RC) Rural Collector

Figure 4.4: Residential Zoning Districts and Maximum Densities

Zoning District	Purpose (Residential Density: Unit: Lot Size)
AG	Agricultural (Residential, Sewer: 1:25,000sf, Septic 1;40,000sf)
R1	Low-Density Single-Family Residential (1:15,000sf)
R2	Medium Density Single-Family Residential (1:8,500sf)
SFA	Single-Family Attached (1:2,500sf - 10,000sf Min Lot)
MF1	Multi-Family Residential (1:5,000sf - 1 AC Min Lot)
MF2	Multi-Family Residential (1:2,250sf - 5 AC Min Lot)
CBD	Central Business District (Over 1st Story Residential 2:1 FAR)
CMU	Commercial Mixed Use (3:1 FAR)

- Excluding any applicable density bonuses.

C. RT –Residential Townhome**1. Purpose**

The purpose of this district is to accommodate town-homes located on individual lots that promote home ownership.

2. Authorized Uses

Uses permitted in this zoning district shall be limited to those indicated in **Table 3-1**, which includes attached and detached single family residential uses located on individual lots.

3. Development Standards

Development shall conform to the dimensional standards established in this Section. These standards are summarized in **Table 3-2** and illustrated in **Exhibit 3-3**.

RT District Lot Development Standards

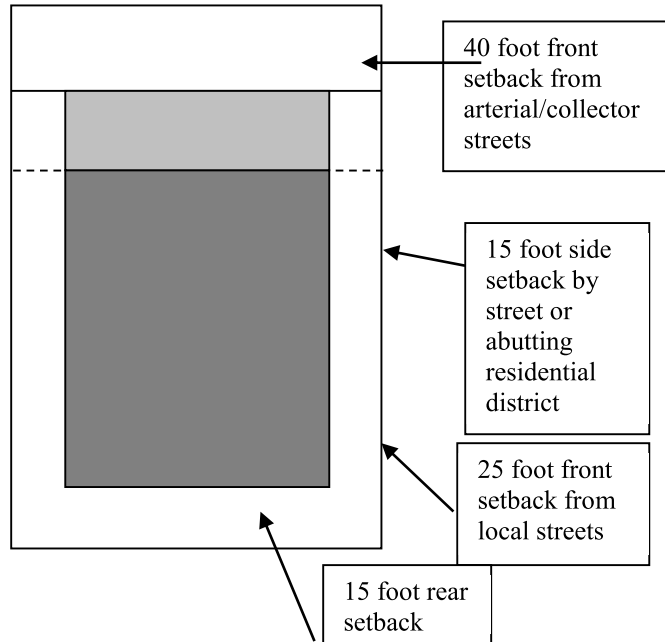
Minimum Development Area	14,000 sq. ft.
Minimum Lot Size	3,000 sq.ft.
Maximum Density	12 dwelling units per acre
Minimum Lot Width at Front Setback Line	30 feet
Minimum Front Setback	
Local Street	25 feet
Other Street	40 feet
Minimum Side Setback	
From street or res. district boundary	15 feet
Between lots	0 feet
Minimum Rear Setback	15 feet
Minimum Floor Area	1,230 sq. ft.
Maximum Height (1)	40 feet

(1) Building height shall not exceed 40 feet except that height may be increased to forty (40) feet when setbacks are increased pursuant to **Section 5.15.C.5.h**.

4. Design Standards

Townhomes shall comply with the multi-family standards established in Section 5.15.

Exhibit 3-3 RT District Building Envelopes





CITY OF VILLA RICA
City Council Meeting
Agenda Item Cover Sheet

Agenda Item: _____

SUBJECT: Replacing an existing member of Convention and Visitors Bureau Board
AGENDA DATE: 4.13.21

DATE PREPARED: 3.31.21
PREPARED BY: Sharon Dupont

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

PURPOSE: To replace an existing CVB Board member Debbie Hohenstein (Real Living Georgia Life Realty) with Candy Wilson of Synovus Bank of Villa Rica.

BACKGROUND: Debbie Hohenstein is resigning her position on the CVB Board to due personal and professional reasons.

STAFF RECOMMENDATION: Staff recommends replacing current CVB Board member Debbie Hohenstein with Candy Wilson of Synovus Bank of Villa Rica.

IMPACT: As much consideration and thought, Candy Wilson will give the CVB Board a member in good standing in the community and who works in the community. Mrs. Wilson already actively participates in tourism and economic development as she also serves on the Economic Vitality Committee under the Main Street umbrella.

MOTION: I move to approve replacing current CVB Board member Debbie Hohenstein with Candy Wilson of Synovus Bank of Villa Rica.



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

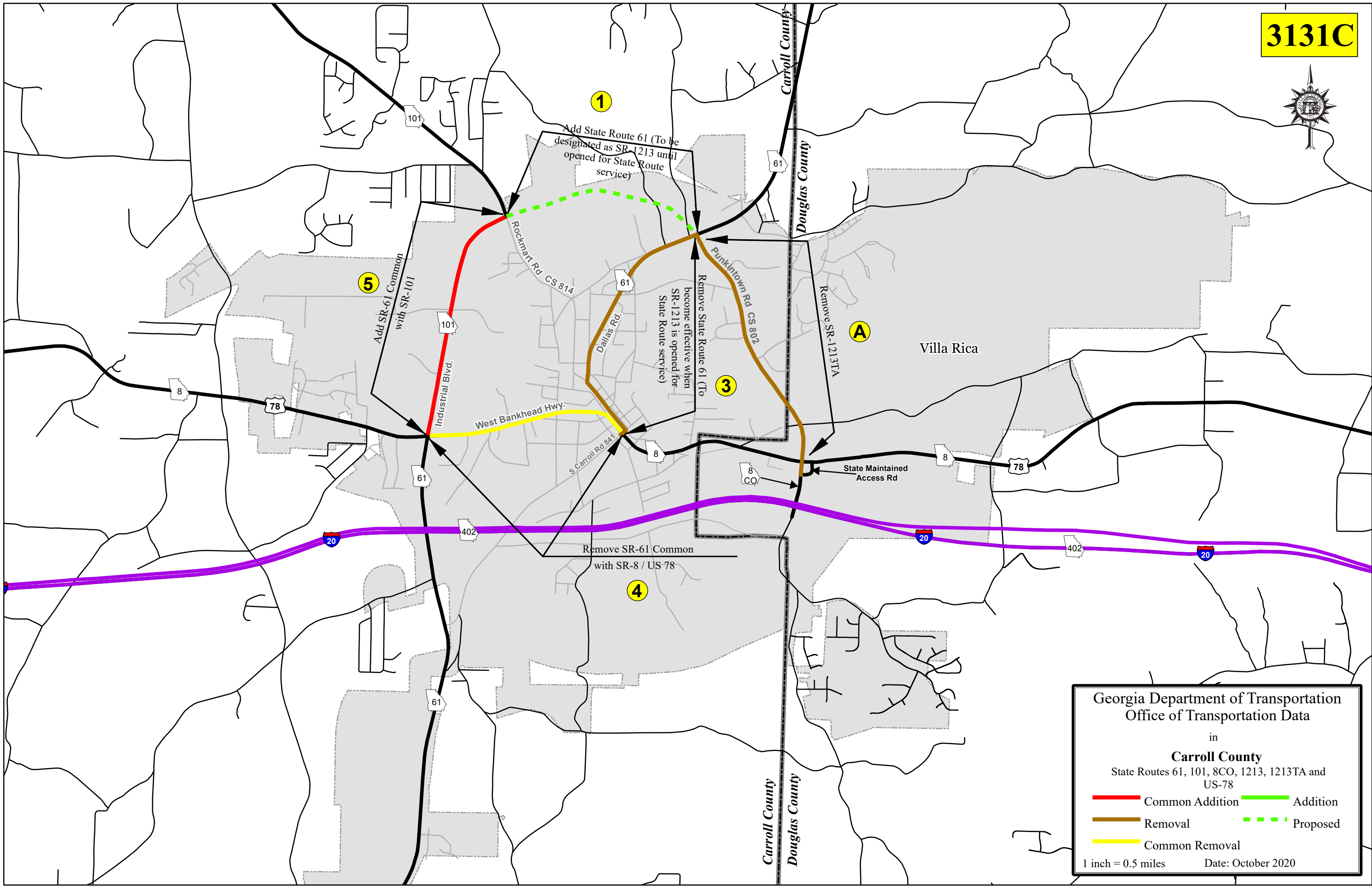
IT IS FURTHER RESOLVED that the Mayor and Clerk are authorized to execute both the attached resolution for intersection improvements and the attached resolution for removal or abandonment.

IT IS SO RESOLVED, this _____ day of March, 2021.

Gil McDougal, Mayor

ATTEST:

Alisa Doyal, City Clerk



Georgia Department of Transportation
Office of Transportation Data

in
Carroll County
State Routes 61, 101, 8CO, 1213, 1213TA and US-78

	Common Addition		Addition
	Removal		Proposed
	Common Removal		

1 inch = 0.5 miles Date: October 2020



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:	Rockkmart 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: _____



CITY OF VILLA RICA
FINANCIAL UPDATE
February 2021

CASH			SELF-FUNDED INSURANCE		
	02-29-2020	02-28-2021		BANK BALANCE	\$ 826,178
Total Cash & CD	\$ 18,975,397	\$ 22,479,501			
General Fund	\$ 9,042,730	\$ 11,107,447			
Water/Sewer Fund	\$ 2,797,766	\$ 3,320,075			
Sanitation/Solid Waste	\$ 2,050	\$ 70,786			
2008 Carroll SPLOST	\$ 252,937	\$ -			
2015 Carroll SPLOST	\$ 1,815,751	\$ 2,226,394			
2016 Douglas SPLOST	\$ 1,525,118	\$ 2,085,965			
			Contributions	Expenses	Savings
			Employer + Employee	Admin + Claims Paid	Difference
			Oct-Dec '20 337,161	Oct-Dec '20 326,863	10,298
			Jan '21 138,047	Jan '21 112,996	25,051
			Feb '21 138,525	Feb '21 135,602	2,923
					-
			TOTALS \$ 613,733	\$ 575,461	\$ 38,272
PROPERTY TAX COLLECTION			GROWTH		
	Budget	Collected		February 2020	February 2021
		As of 2/28/21		# YTD Amount	# YTD Amount
Carroll County	\$ 2,654,000	\$ 2,456,821	93%	Residential	
Douglas County	\$ 1,616,000	\$ 1,565,272	97%	Building Permits	116 \$ 248,680
				Water Taps	106 \$ 159,000
				Sewer Taps	114 \$ 456,000
					58 \$ 200,526
					25 \$ 37,500
					56 \$ 224,000
BUSINESS ACTIVITY - YEAR TO DATE			OTHER HIGHLIGHTS		
	February 2020	February 2021		February 2020	February 2021
WATER/SEWER				One Month	One Month
Water Revenue	\$ 1,341,829	\$ 1,443,724	Carroll Co Sales Tax	\$ 119,414	\$ 140,381
Sewer Revenue	1,761,852	1,848,654	Douglas Co Sales Tax	\$ 102,155	\$ 118,452
Misc. Revenue	718,109	573,515			
Total Revenue	\$ 3,821,790	\$ 3,865,893			
Utility Administrator	\$ 186,884	\$ 237,470			
Water Expenses	586,727	558,020			
Sewer Expenses	643,364	628,847			
Dist./Coll. Expenses	431,410	428,220			
Debt Expense	902,771	943,172			
Depreciation	650,417	676,433			
Total Expenses	\$ 3,401,571	\$ 3,472,163			
Net Income (Loss)	\$ 420,219	\$ 393,730			
			SANITATION/	February 2020	February 2021
			SOLID WASTE		
			Sanitation Revenue	\$ 358,999	\$ 368,335
			Solid Waste Revenue	162,200	168,483
			Misc. Revenue	-	-
			Total Revenue	\$ 521,199	\$ 536,818
			Sanitation Expenses	\$ 349,001	\$ 375,086
			Solid Waste Expenses	151,126	114,028
			Depreciation	18,750	29,833
			Total Expenses	\$ 518,877	\$ 518,948
			Net Income (Loss)	\$ 2,322	\$ 17,870



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Task Order Number One with EXP US Services, Inc.

AGENDA DATE: April 13, 2021

DATE PREPARED: March 30, 2021

PREPARED BY: Tom Barber

AMOUNT: unknown, hourly rate applies

GL ACCOUNT #: not yet assigned

FUNDING SOURCE: 2021 Carroll SPLOST

BUDGETED ITEM? no

PURPOSE: To approve task order number one with EXP US Services, Inc. to assist in the conceptual design of the safety improvements on Punkintown Road.

BACKGROUND: DeWayne Comer, former District Engineer for GDOT district 6 is now working with an engineering firm named EXP US Services, Inc. The City has forwarded DeWayne the original design files and the survey information developed by Keck & Wood during the previous decade for his review.

DeWayne will work with staff to create a set of modifications that will result in a safer road that generates an average actual speed of less than 45 MPH. Secondary goals will include the need to minimize property acquisition, reduce the overall project cost, and meet GDOT specs.

STAFF RECOMMENDATION: Staff recommends approval of task order number one.

IMPACT: Limiting our focus to just the conceptual plan will enable us to iteratively design the necessary safety improvements in such a way that they gain the approval of staff, our elected officials, GDOT, our residents, and other interested parties.

MOTION: I move to approve task order number one with EXP US Services, Inc. for conceptual design services and to authorize the Mayor and City Clerk to take the necessary steps to execute the task order.